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INFORMATION GOVERNING THE TERMS OF OUR CLIENT/SOLICITOR RELATIONSHIP

1. The purpose of this document

This document sets out our terms and conditions. It explains what you can expect from us, and what you agree to when we work for you. It includes information that we need to tell you under the Lawyers and Conveyancers Act 2006. It applies to any work we do for you. If we propose to vary the terms we will send you an amended document. If you have any questions about any of the terms, then please discuss the matter with the person you are dealing with.

2. Our commitment to you is that we will:

- Protect and promote your interests and act for you free from any compromising influences or loyalties.
- discuss with you your objectives, and how they should best be achieved.
- Act competently, in a timely manner, and in accordance with instructions received and arrangements made.
- Provide you with information about the work to be done, who will do it, and the way these services will be provided.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Give you clear information and advice.
- Charge you a fee that is fair and reasonable, and let you know how and when you will be billed.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

3. Lawyer's obligations

- Our obligations to you are described in the Rules of Conduct and Client Care for Lawyers. These can be found on this website: www.lawsociety.org.nz, or if you do not have access to this website, we can provide this information to you on request. We also have higher duties that we owe to the Courts and to the justice system.
- From 1 July 2018 Lawyers are required to comply with the provisions of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act). To meet these requirements we are obliged to obtain and verify identifying information about our clients and will ask you for such information when we act for you. If you are unable to provide us with the information we ask for we are required to suspend work until the information is available.

4. We will give you an estimate of the fee for your work if you want us to.

We are happy to give you an estimate of the likely cost of your work. This will be based on information you give us about what you need. Before we begin the work, we can also give an estimate of other costs you will have to pay (such as official fees and other disbursements). Please note however that this estimate will be based upon a reasonable expectation of the nature of the matter and the resources which will be required to be expended on the matter. If the matter becomes more time-consuming or involved than expected at the outset, or the nature of your instructions is varied in any manner, then we reserve the right to vary the estimate. Before we do so, we will inform you that the estimate needs to be revised.

5. How we set our fees.

When setting fees we consider:

- our standard fees for carrying out certain transactions;
- the time and work involved -- the hourly rates of our lawyers and other staff who will be working for you is available at any time on request;
- the skill, specialised knowledge and experience of the person advising you;
- the project's importance, complexity and the outcome;
- how quickly you need us to carry out the work;
- the estimate of fees we gave you, or our fee agreement;
- the reasonable costs of running a practice; and
- the market fee for similar services.

6. Disbursements and office service fee

We also charge for disbursements and an office service fee. Disbursements include payments made on your behalf such as court filing fees, Land Information New Zealand fees, tolls and travel expenses. The office service fee is a charge made to recover our costs for files, paper, photocopying and general office expenditure. These charges will be itemised separately, and we will notify you if any fees or disbursements are required to be paid in advance.

7. Commission

We charge an administration fee on all interest on money that you deposit through our bank's bulk interest-bearing deposit scheme. This fee is fifty cents for every \$10 interest you earn.

Partners

Thomas G. Nelson Parker LL.B.
John L. Sieprath LL.B., M.Com Law (Hons)
Neville W. Woods LL.B. (Hons)
Scott A. Hunter LL.B. (Hons)
Philip L. Norton LL.B., BMS
Patrick T. O'Halloran B.Com., LL.B.

Consultant

Stephen M. Temm B.A., LL.B.
Associates
Henry A. Herman B.Sc., LL.B.
Rani Amaranathan LL.B. (Hons), B.Soc.Sc.
Penny R. Stevens B.A., LL.B.

Solicitors

Antoinette I. Searle B.A., LL.B. (Hons)
Matthew B. Sims B.Sc., LL.B.
Amrita Maan LL.B.
Krishneel R. Prasad LL.B.
Henry K. Taylor B.Sc., LL.B.

Practice Manager

Anne M. Warner Dip. Bus
Senior Legal Executives
Peter J. Clayton F.N.Z.I.L.E.
Robyn M. Dickie N.Z.I.L.E.
Robyn J. Hooper F.N.Z.I.L.E.
Catherine M. Stokes N.Z.I.L.E.

8. Paying our account

- You must pay our fees within 14 days of the date we send you an account. The only exception is for conveyancing matters when:
 - for a purchase, fees must be paid on settlement.
 - for a sale, fees are deducted from the sale proceeds on settlement.
- We will generally bill you on completion of the work, but we may also issue interim accounts, usually monthly, whilst the work is in progress.
- If we hold funds on your behalf in our trust account, we may deduct any fees or expenses that we have billed you.
- Sometimes we may ask you to pay fees in advance. If so, we will hold your payment in our trust account and only deduct our fee when we send you an account.
- If we have not acted for you before, you authorise us to obtain a credit reference from Baycorp or other credit reference agency.
- We will charge you 1.75% of any amount you pay us which is charged to your credit card.
- If you have any questions about an account, please contact the partner responsible for your work straight away.
- We will charge interest on unpaid accounts at the rate of 15% a year. We may take action to recover unpaid fees, and we may add the cost of that recovery to your overdue account.
- At your request, or with your approval, we may send our accounts to a third party to pay on your behalf. You are still responsible for payment if the third party does not pay us. If the third party has not paid us within 14 days of the date the account was sent, we may give you an account for the outstanding amount, which you must pay.

9. Investment advice

We are not qualified to give you investment advice. You should get that advice from a qualified financial adviser.

10. Ending our engagement

- You may end our engagement by giving us reasonable notice. Before you take your records, you need to pay our fees for the work we have done for you.
- When you end our engagement, we may keep copies of your documents and records.
- We may decide to stop working for you, if you:
 - do not provide us with instructions promptly;
 - are unable to, or do not, pay our fees as agreed;
 - against our advice, act in a way we believe is unwise or inconsistent with our obligations as lawyers. This does not apply to litigation.
- If we decide to stop working for you, we will give you reasonable notice.

11. Professional Indemnity Insurance and the Lawyer's Fidelity Fund

- We hold current professional indemnity insurance that exceeds the New Zealand Law Society's minimum standards.
- The Lawyers Fidelity Fund provides cover up to specified amounts for clients whose money is stolen in certain circumstances.

12. Advice and services

- Any advice given to you is:
 - intended solely for your benefit and may not be relied upon by any other person unless we agree to that in writing;
 - not to be disclosed, or referred to any third party, or used other than for the purpose which it was sought;
 - not to be made public or published;

- limited to the matters stated in it;
- unless otherwise stated, given on the basis of the law in New Zealand at the relevant time.

- We are not responsible for advising you as to taxation issues unless you specifically request us to do so.
- When our instructions on a matter are completed we are not obliged to notify you of any subsequent change of law or to provide any further services to you related to that matter.

13. Limit of liability and period for bringing any claim

- You may not bring any claim against us, including any claim for contribution or indemnity, regardless of its basis in law or its form, more than 12 months after the date of the act or the omission upon which the claim is based.
- The "late knowledge" provisions in the Limitation Act 2010 do not apply.
- To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our Services is limited to the amount available to be payable under the Professional Indemnity Insurance held by the firm.

14. Conflicts

- We will comply with the NZLS rules in respect of conflicts of interest.
- Please inform us as soon as possible in the event you believe that we have a conflict-of-interest or that a conflict-of-interest may arise.
- Unless a disqualifying conflict-of-interest exists, our acting for you will not restrict us from acting for another client in relation to any separate matter, even if that other client's interested may be adverse to yours.

15. If you have a complaint about us, we want to know.

If we have failed to meet your expectations, please tell us. We take clients' complaints seriously, and want to do what we can to put the problem right. If you are unhappy we encourage you to talk to the person you are dealing with to see whether the problem is simply a misunderstanding. If this does not sort your problem out, contact the supervising partner or our Office Manager. If you are still not satisfied with the way we have responded to your complaint, you can make a formal complaint to the New Zealand Law Society by calling 0800 261 801 or writing to them at PO Box 5041, Lambton Quay, Wellington 5145, or emailing them at complaints@lawsociety.org.nz.

16. Completion

When we have finished the matter you have asked us to undertake, we will send a report to you, and where appropriate we will also identify any necessary action that may be required in the future.

17. Retention of records

Files and documents (whether paper or electronic copies) concerning each matter will be retained by us at our expense for a period of not less than 7 years after that matter has been completed, at which time you authorise us to destroy them. Where we retain an electronic copy, you authorise us to destroy paper documents immediately. However we will not destroy any documents, which still have relevance, that we hold in safe custody for you.

18. We value your instructions and will do our very best to deal with your affairs promptly and efficiently. Please retain this letter which sets out our formal relationship. We look forward to working with you, and assisting you in reaching your desired outcomes.