

EXAMPLE ONLY

AGREEMENT FOR LEGAL SERVICES

Between

And

KEIL & ASSOCIATES

Dated this _____ day of _____ 202

Thank you for contacting us. We will be pleased to act for you in this matter.

We **enclose** some material which sets out:

Part A

1. Instructions on how to sign and return this document to us if its terms are acceptable to you.
2. A summary of the legal services to be provided.
3. Estimate of charges
4. Deposit & Other requirements before commencement of Legal Service Work
5. Our fees in general
6. Hourly rates
7. Credit Limit
8. Responsibility for Services

Part B

1. The Signing Page
2. **The schedule** - A schedule of typical office charge and disbursement costs

Part C

1. Client Care Information which all Law Firms are required to provide to clients in terms of the Rules of Conduct and Client Care for Lawyers.
2. Our standard terms of engagement.

Part D

Anti-Money Laundering (AML) Requirements. We are obliged to ensure that all clients complete and meet the AML requirements 'prior' to commencing to provide legal services.

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PART A

1. How to sign this document

After reading this document, if the terms of our Legal Services agreement, Information for Clients and the Standard Terms of Engagement are acceptable to you, then please:

- 1.1 Either, email us to confirm you agree to its contents; or
- 1.2 Return this signed document to our office. A scanned email or faxed signed copy is acceptable. If you orally advise your acceptance or instruct us to proceed, you will in any event be bound by these terms.
- 1.3 If you have any questions or queries regarding the content of this document then please do not hesitate to contact us prior to your signing of it.

2. Summary of the Legal Services to be provided

Date we received your instructions:	
Person from whom your instructions were received:	
Person to whom we report on this matter:	
Work timetable (subject to prior completion of AML, any deposit requirements and any other matters that need to be attended prior to work being done) - where applicable	
Limitations (if any) on the legal services to be provided:	Services are currently limited to those stated below.

The following is a summary of the legal services we expect to be providing to you:

3. Estimate of charges (where appropriate)

Any estimate represents the firm's best estimate of the likely charges on the basis of the facts and circumstances known, as at the time of preparation of this document.

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This is not a quote. However, if it becomes clear that this estimate is not adequate we will contact you to discuss this.

Fee estimates above are plus GST and office charges and disbursements depending on time spent and work done basis AND unless we come to an agreement in advance any further work done thereafter will be charged on a time spent basis and further invoices will be sent out for any such further work

4. Deposit & other requirements before commencement of legal service work:

4.1 Before we can undertake any legal service work for you please lodge with our Firms trust account a deposit of:

Due date for payment of deposit:

* Further deposits may be required as work progresses depending on the circumstances of the services required.

4.2 AML - Before we are able to commence providing legal services to you we will need to ensure that you have complied with the Anti-money laundering (AML) requirements and have already provided us with the necessary documents and evidence.

5. Our fees in general

To all fixed fee and estimates of legal fee and hourly rates must be added GST, any Office charges and disbursements.

Please see the attached schedule for usual costs of various office charges and disbursements that may be incurred.

Please note that if our instructions are cancelled and we do not proceed with all of the work referred to in this document, then the work done up until that point, is still chargeable in addition to office charges and disbursements incurred (including a \$50.00 office administration fee).

In the case of a Conveyancing matter which does not proceed to settlement and is cancelled the cancellation costs are usually around \$450.00 to \$500.00 plus GST and

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disbursements, depending on what work is done and time spent on your matter prior to cancellation

6. Hourly Rates

We will charge primarily on the basis of time spent on your matter, and the following rates per hour will apply (note other people with other charge-out rates may work on your file from time to time).

We may adjust the fee to take account of other circumstances.

Please note that these charges are reviewed from time to time and may change.

These are our hourly rates.

Solicitors:

Christina Keil	\$350.00	Chitra Kartick	\$300.00
Toakase Paongo	\$285.00	Support Staff:	\$120.00

7. Credit Limit

This is the amount that we will let you owe to us before we are able to stop providing legal services to you.

Nil

8. Responsibility for services

The names and status of the people in our firm who will have the general carriage of or overall responsibility for the services we provide for you are:

Name	Status
Name	Status

We look forward to working with you on this matter.

Per:

Keil & Associates

Author

Position

Date

Initial here _____

PART B – Signing Part

TO: KEIL & ASSOCIATES

I have read the Terms set out in Keil & Associates Agreement for Legal Services, with attached Standard Terms of Engagement and Information for Clients and the AML requirements and confirm the terms of this agreement is accepted.

<u>CLIENT DETAILS</u>		
Names(s)	:	
Physical Address	:	
Postal Address	:	
Telephone	:	
Mobile	:	
Fax	:	
Email	:	
Emergency contact phone /address		
Registered for GST Yes/No	:	Yes/No
GST No	:	
IRD No	:	
Signed by client (s)	:	
	
Date Signed	:	
<u>Authority</u>		
I confirm that I authorise Keil & Associates to make credit inquiries from an appropriate information provider and to make client due diligence enquires regarding Identity and source of funding in terms of Keil & Associates Anti-Money Laundering Obligations		

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SCHEDULE

OFFICE CHARGES – THAT MAY BE INCURRED - (Subject to Change)

- | | | | |
|-----|--|---|--|
| 1. | Administration office charges | : | \$50.00 |
| 2. | Desk banking | : | \$10.00 per transaction |
| 3. | Local Courier charges
(dependent on distance) | : | \$45.00 |
| 4. | Organise release of file | : | \$25.00 (may be increased depending on size
and number of the file/s) |
| 5. | Photocopies and Scan | : | \$0.60 per page |
| 6. | Fax | : | \$1.00 per page |
| 7. | Verification of identity | : | \$35.00 (Cost subject to change depending on
our third party provider) |
| 8. | Telephone calls & emails | : | Based on time (minimum 6 minutes or 1 time
unit) |
| 9. | Travel | : | \$1.00 per km where Lawyer's personal vehicle
used or other modes of travel at cost |
| 10. | E-dealing | : | \$25.00 |
| 11. | Accountant fee | : | \$50.00 -100.00 Plus GST – dealing with
accountant with settlement documents |
| 12. | IBD | : | \$50.00 |
| 13. | TT Services | : | \$75.00 |

DISBURSEMENTS – THAT MAY BE INCURRED - Subject to Change

- | | | | |
|----|--|---|--|
| 1. | Guaranteed searches | : | \$6.00 each |
| 2. | LINZ fees – Registration of Transfer,
Mortgage, discharge of mortgage | : | \$90.00 per document |
| 3. | Parking Charges (eg. At Court) | : | At Cost |
| 4. | Postage at cost | : | \$2.00, \$3.30 & \$4.60 |
| 5. | Post registered search | : | \$12.00 |
| 6. | Telegraphic Transfer fees | : | \$30.00 (subject to change by our
bank) |
| 7. | Title Search | : | \$6.00 |

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PART C

1. Client Care Information

(See Terms of Engagement for full details)

Basis of charging legally aided clients	<p>Legal aid is governed by the Legal Services Act 2011 and the associated regulations. Legal Aid is administered through the Ministry of Justice.</p> <p>We will submit invoices in relation to your grant of aid to the Ministry of Justice/Legal Services Commissioner and provide you with copies.</p> <p>The Ministry of Justice/Legal Services Commissioner will write to you about any conditions or repayment obligations that you may have in relation to the grant of legal aid and your rights as an applicant or recipient of legal aid.</p> <p>You should be aware that legal aid is not always free and in some cases must be repaid. You should read these letters carefully and keep them for later reference.</p> <p>You must let the Ministry of Justice/Legal Services Commissioner know if there is any change in your and/or your partner's contact details, employment status, family circumstances or financial details. You will be required to a user charge of \$50 to apply for legal aid.</p>
Deduction of fees	<p>If we hold funds on your behalf you authorise us to deduct our fees from those funds (unless they have been provided for a particular purpose) and send you an invoice as required by the Lawyers and Conveyancers Act (Trust Account) Regulations 2008.</p>
Insurance	<p>We hold professional indemnity insurance which meets the minimum standards set by the Law Society.</p>
Lawyers' Fidelity Fund coverage	<p>The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against loss arising from theft by lawyers. The maximum amount to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.</p>
Limitation of liability	<p>We limit our liability to the amount of our professional indemnity policy. Full details are in our terms of engagement.</p>
Keeping your records	<p>We will retain or dispose of your records in accordance with our terms of engagement. We will provide copies to you in accordance with our obligations under the Privacy Act 1993 on request. We may charge for the cost of providing records to you.</p>
Compliance obligations	<p>We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):</p> <ul style="list-style-type: none">▪ Anti-money laundering and countering financing of terrorism laws; and▪ Laws relating to tax and client reporting and withholdings. <p>We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.</p>
Law Society's client care and service information	<p>The Law Society's client care and service information is set out below.</p> <p>Whatever legal services your lawyer is providing, he or she must:</p> <ul style="list-style-type: none">• act competently, in a timely way, and in accordance with instructions received and arrangements made• protect and promote your interests and act for you free from compromising influences or loyalties• discuss with you your objectives and how they should best be achieved

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	<ul style="list-style-type: none"> • provide you with information about the work to be done, who will do it, and the way in which the services will be provided • charge you a fee that is fair and reasonable, and let you know how and when you will be billed • give you clear information and advice • protect your privacy and ensure appropriate confidentiality • treat you fairly, respectfully, and without discrimination • keep you informed about the work being done and advise you when it is completed • let you know how to make a complaint, and deal with any complaint promptly and fairly. <p>The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers.</p> <p>Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.</p> <p>If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.</p>
Lawyers Complaints Service	<p>If you have a complaint about the services you have received from our firm please contact the solicitor handling your matter in the first instance or Christina Keil who in charge of your firm's internal complaints service.</p> <p>If we have been unable to resolve a complaint or concern you may contact:</p> <p>The Lawyers Complaints Service Phone: 0800 261 801</p> <p>Website: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form</p> <p>Email: complaints@lawsociety.org.nz</p>

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2. STANDARD TERMS OF ENGAGEMENT

1. General

- 1.1 These Standard Terms of Engagement (Terms) apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 1.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 1.3 Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

2. Services

- 2.1 The services we are to provide for you (the Services) are outlined in the summary of Legal Services part of this document along with any further instructions that you provide to us in writing (or that we record in writing).
- 2.2 In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that part or all of your instructions will be delegated to other professionals in our firm.

3. Communications

- 3.1 We will obtain from you contact details, including email address, postal address and telephone numbers.
- 3.2 We may provide documents and other communications to you by email (or other electronic means).
- 3.3 You will advise us if any of your contact details change.
- 3.4 We will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.
- 3.4 You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you.

4. Financial

- 4.1 **Fees:** The basis upon which we will charge our fees is set out in our Legal Services Agreement.
 - a) If our Legal Services Agreement specifies a fixed fee, we will charge this for the agreed scope of the Services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
 - b) Where our fees are calculated on an hourly basis, the hourly rates of the people we expect to undertake the work are set out in our Legal Services Agreement. Any differences in those rates reflect the different levels of experience and specialisation of our professional staff. Time spent is recorded in six-minute units.
 - c) Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the Services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).
- 4.2 **Disbursements and Third Party Expenses:** In providing the Services we may incur disbursements and payments to third parties on your behalf.

You authorise us to incur these disbursements (which may include such items such as search fees, court filing fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services.

You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in our invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).
- 4.3 **Office Charges (Administrative expenses):** In addition to disbursements, we may charge office charges fee/s to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls. Please see the schedule to this agreement.
- 4.4 **GST:** Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.

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4.5 **Invoices:** We will send interim invoices to you, usually monthly, and on completion of the matter, or termination of our engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time.

4.6 **Payment:** Apart from conveyancing matters, Invoices are payable within fourteen (14) days of the date of the invoice, unless alternative arrangements have been made with us. There are some occasions where we will require payment at the time of legal services being provided such as one off consultations, or upon execution of Wills etc.

- a) You authorise us to deduct our fees and other expenses from funds held in our trust account on your behalf on provision of an invoice to you, unless those funds are held for a particular purpose.
- b) If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements.
- c) If your account is overdue we may:
 - (i) Require interest to be paid on any amount which is more than seven (7) days overdue, calculated at the rate of 5 % above the overdraft rate that our firm's main trading bank charges us for the period that the invoice is outstanding. Our bank is currently Westpac Bank;
 - (ii) Stop work on any matters in respect of which we are providing services to you;
 - (iii) Require an additional payment of fees in advance or other security before recommencing work;
 - (iv) Unpaid accounts will incur late fees and collection costs if we have to instruct a debt collection agency. Our Debt Collection Agency is currently Baycorp who current charge 40.35% of the amount owing plus GST and a listing charge (currently \$15.15 plus gst) as their fee. In the event that any invoice is referred to Baycorp all their fees charged will be payable by you in addition to any amount outstanding.
 - (v) Recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.
 - (vi) In the unfortunate event that we need to bring legal proceedings seeking payment of amounts outstanding, and Court Judgment is granted in our favour, then you agree to payment of costs of the proceedings on a solicitor-client scale (actual costs of the proceedings). You also consent to us registering a caveat or charge against any property in which you have a legal or beneficial interest as security for amounts outstanding at the time of filing such proceedings should we deem it necessary.
- d) Payment may be made by direct credit to Keil & Associates Trust account 03-0162-0132313 -02 or by credit card payment either through our website www.keil-law.co.nz or by telephoning our office.

4.7 **Fees and disbursements in advance:** We may ask you to pre-pay amounts to us (a deposit) , or to provide security for our fees and expenses. We may do this, on reasonable notice, at any time.

You authorise us:

- a) to debit against amounts pre-paid by you or on your behalf as a deposit; and
- b) to deduct from any funds held on your behalf in our trust account, paid to you by any third parties, or to your credit in our trust any fees, expenses, office charges or disbursements for which we have sent you an invoice.

4.8 **Credit Limit:** You may be allocated a credit limit which will be:

- a) confidential between you and us (and persons such as Barristers and expert witnesses instructed by us with your consent);
- b) The total amount that we will allow to be owed to us by you at any time;
- c) able to be increased or decreased or withdrawn by us at any time;
- d) where applicable we have the right to make reasonable and confidential credit inquiries from an appropriate information provider. You and a guarantor (where appropriate) will sign an authorisation to permit us to make such enquiries;
- e) we may stop doing work (and will instruct others to stop doing work) for you if your credit limit is exceeded or if payment is not received by us within fourteen (14) days of issue of our invoice. We will have no liability for any loss suffered by you if work is stopped for this reason.

4.9 **Estimates:**

You may request an estimate of our fee for undertaking the Services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step).

An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change.

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We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.

4.10 Third Parties:

Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

4.11 Trust Accounting:

We operate a trust account. All money received from you or on your behalf will be held to your credit in our trust account.

- a) Payments out of the trust account will be made either to you or to others with your authority. Written authorisation from you (and if we are acting for more than one or other of you, from all of you) will be required when payment is to be made to a third party.
Before making a payment to another account we may require verification of the account details by provision of (for example) a copy of a deposit slip, cheque or bank statement showing the account number, a signed authority from you including the bank account details, or a signed letter from the relevant financial institution providing bank account details.

- b) A full record of our trust account is kept at all times.

A statement of trust account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request.

- c) Unless it is not reasonable or practicable to do so, when we hold significant funds for you for more than a short period of time we will place them on call deposit with a bank registered under section 69 of the Reserve Bank of New Zealand Act 1989, subject to your having completed to the bank's satisfaction any request for information relating to the deposit or certification required by the bank.

Interest earned from call deposits, less withholding tax and an interest administration fee payable to us of % of the interest, will be credited to you.

- 4.12 Companies and Trusts:** If you instruct us on behalf of a Company or Trust or other entity you nevertheless agree to accept personal responsibility for our costs and services.

- 4.13 Joint and Several Liability:** If more than one person instructs us then each person will be jointly and severally liable for payment of all fees and charges due to us, including the cost of agents instructed by us on your behalf. This means that we seek our fees and charges from one of other of you.

- 4.14 Legal Aid:** If you have instructed us to apply for a grant of Legal Aid to cover the costs of our services:

- a) Legal Aid is either not granted, or is withdrawn, then we reserve the right to seek payment from you on a personal basis in respect of any legal services provided, including the costs of initial attendances and preparation of the Legal Aid Application which is declined or withdrawn.
b) You should be aware at this time that legal aid is not always free. You may be required to repay your legal aid grant and pay a user charge fee.
c) If you have to pay a user charge, this will be deducted from our first invoice to the Ministry and we will collect the money from you. The user charge is always \$50; this cannot be changed and you can only be exempt if you are making a specified application for legal aid. We not allowed to accept any other payments from you. The user charge is required to be paid at the time of making the legal aid application.

5 Confidentiality and Personal Information

- 5.1 Confidence:** We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- a) to the extent necessary or desirable to enable us to carry out your instructions; or
b) as expressly or impliedly agreed by you; or
c) as necessary to protect our interests in respect of any complaint or dispute; or
d) to the extent required or permitted by law.

- 5.2** Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.

- 5.3 Personal information and Privacy:** In our dealings with you we will collect and hold personal information about you. We will use that information to carry out the Services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the Services.

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- 5.4 Subject to clause 5.1, you authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms.
- 5.5 We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 5.6 The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact our receptionist in the first instance.
- 5.7 **Verification of identity:** The Financial Transactions Reporting Act 1996 requires us to collect from you and to retain information required to verify your identity. We may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence). We may retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as we consider to be required by law.
- 5.8 **Compliance:** Please refer to section 7 'Compliance' regarding information that may be required to be provided to third parties.

6. Documents, Records and Information

- 6.1 We will keep a record of all important documents which we receive or create on your behalf on the following basis:
- a) We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
 - b) At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.
 - c) We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.
- 6.2 We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.
- 6.3 Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.
- 6.4 Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services seven (7) years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option, examples are files relating to Will instructions and enduring powers of attorney, relationship property, long term leases and creating of trusts or matters where evidence may be required after the standard limitation period has expired.
- 6.5 We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.
- 6.7 We own copyright in all documents or work we create in the course of performing the legal Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

7. Compliance

- 7.1 We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):
- a) Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and
 - b) Laws relating to tax and client reporting and withholdings.
- 7.2 We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.
- 7.3 To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.

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- 7.4 Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

8. Conflicts of Interest

- 8.1 We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.
- 8.2 We have procedures in place to identify and respond to conflicts of interest or potential conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

9. Duty of Care

- 9.1 Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing.
- 9.2 We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give, except as expressly agreed by us in writing.
- Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.
- 9.3 Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.
- 9.4 Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.
- 9.5 Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.

10. Limitations on our Obligations or Liability

- 10.1 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.

11. Limited Scope Retainers

- 11.1 Where you have instructed us to act in respect of a particular defined part of a legal matter and not to act in respect of the whole matter on the basis that you wish to handle the remaining part of the legal affairs yourself:
- a) We take no responsibility for the part of the legal services work outside the scope of our instructions.
 - b) Our work will be confined strictly to those matters referred to in the Summary of Legal Services to be provided as listed in the Legal services Agreement.
 - c) You agree to our duty of care is limited to the specific part of the legal service work that we have been instructed by you to provide.

12. Termination

- 12.1 You may terminate our retainer at any time.
- 12.2 We may terminate our retainer in any of the circumstances set out in the Rules including but not limited to the existence of a conflict of interest, non-payment of fees, and failure to provide instructions.
- 12.3 If our retainer is terminated you must pay us all fees, disbursements, office charges and expenses incurred up to the date of termination.

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13. Feedback and Complaints

13.1 Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us, including how we can improve our service, Please contact the Principal of the firm, Christina Keil or the lawyer responsible for your matter

13.2 If you have any concerns or complaints about our services, please raise them as soon as possible with the person to whom they relate. They will respond to your concerns as soon as possible. If you are not satisfied with the way that that person has dealt with your complaint, please raise the matter with Christina Keil via email christina@keil-law.co.nz. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

13.3 If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. You can call the 0800 number for guidance, lodge a concern or make a formal complaint.

Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140
New Zealand
Phone: 0800 261 801

To lodge a concern: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

To make a formal complaint: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/how-to-make-a-complaint

Email: complaints@lawsociety.org.nz

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PART D – AML (ANTI MONEY LAUNDERING)

We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

- (a) Anti-money laundering and countering financing of terrorism laws; and
- (b) Laws relating to tax and client reporting and withholdings.

We are required by the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 to confirm and verify details about our clients.

We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons.

We may not be able to begin acting, or to continue acting, for you until that is completed.

Please note:

If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into a Legal services agreement.

To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies).

There may be circumstances where we are not able to tell you or such persons if we do provide information.

Please ensure that you and/or any of the persons described previously are aware of and consent to this.

It is important to ensure that all information provided to us is accurate.

To satisfy AML requirements we require copies of the documents set out below.

These documents must be certified by a trusted referee (see below).

In some circumstances we may need to ask you to provide further evidence of your identity, or ask you for other information.

If you cannot provide these documents, please contact us to discuss.

To view Anti Money Laundering information sheet regarding the provisions which were introduced on the **1st of July 2018**,

https://www.lawsociety.org.nz/_data/assets/pdf_file/0016/117520/Why-we-need-to-ask-you-for-information.pdf

Individual Clients

Provide the items required by ONE of the following:

- (i) The identity page of your current passport (showing your full name, date of birth, signature, and photograph) AND a rates, phone, electricity, or other utility bill, or a bank statement from the last three months, addressed to you at your residential address.
- (ii) Your current New Zealand driver licence AND your full birth certificate or a certificate of New Zealand or foreign citizenship AND a rates, phone, electricity, or other utility bill, or a bank statement from the last three months, addressed to you at your residential address.

Companies

Provide ALL of the following:

- (i) The certificate of incorporation (for overseas companies only)
- (ii) If the address you have given us as your postal address is not your registered office address, a bank statement (or similar formal communication) from the last three months addressed to the company at the mailing address given. You do not need provide this if your mailing address is the same as your registered office address.
- (iii) For each director, the information set out under the heading 'Individual Clients' above.

Trusts

Provide ALL of the following:

- (i) The trust deed.

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- (ii) A bank statement (or similar formal communication) from the last three months addressed to the trust or its trustee(s) at the mailing address given.
- (iii) The information set out under the heading 'Individual Clients' above for each trustee OR if the trustee is a company, the information set out under the heading 'Companies' above for that company (including the information set out under the heading 'Individual Clients' above for each director).
- (iv) A description of the class of beneficiaries (if it is not set out in the trust deed OR if the trust is a fixed trust with less than 10 beneficiaries, the information set out under the heading 'Individual Investors' for each beneficiary.
- (iv) The origin of the settlor's wealth or the source of any trust income.

Beneficial owners

If the client entity (e.g. a company or trust) has a beneficial owner(s), provide the information set out under the heading 'Individual Clients' above for each such person OR if the person is a company, the information set out under the heading 'Companies' above for that company OR if the person is a trust, the information set out under the heading 'Trusts' above for that trust.

Trusted referee

A trusted referee is a –

- a) Commonwealth representative (as defined in the Oaths and Declarations Act 1957)
- b) Member of the police
- c) Justice of the peace
- d) Registered medical doctor
- e) Kaumātua (as verified through a reputable source)
- f) Registered teacher
- g) Minister of religion
- h) Lawyer (as defined in the Lawyers and Conveyancers Act 2006)
- i) Notary public
- j) New Zealand Honorary consul
- k) Member of Parliament
- l) Chartered accountant (within the meaning of section 19 of the New Zealand Institute of Chartered Accountants Act 1996)
- m) A person who has the legal authority to take statutory declarations or the equivalent

When certification occurs overseas, copies of international identification provided by a customer resident overseas must be certified by a person authorized by law in that country to take statutory declarations or equivalent in the customer's country

The trusted referee must sight the original document, and provide a written statement to the effect that the copy provided is a true and correct copy and represents your identity.

Certification must include the name, occupation, and signature of the trusted referee and the date of confirmation, and must have been carried out in the last three months. If you cannot identify a suitable referee please contact us to discuss.

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