



Franklin Law

Terms of Engagement

These terms apply to all services including subsequent services carried out by Franklin Law on your behalf

- 1. Confidentiality:** We will keep confidential all information concerning you or your affairs which we acquire while acting for you. We will not disclose any of this information except:

 - as authorised by you, or
 - as is necessary or desirable to carry out your instructions, or
 - as required by law or the New Zealand Law Society's Rules of Conduct & Client Care, or
 - as required by US Foreign Account Tax Compliance Act (FATCA) the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

We may collect and hold information about you for the purposes of: providing our services; obtaining credit information or other references; or advising you about issues that may affect you. Under the Privacy Act 1993 you may access the information we hold.

- 2. How we set our fees:** We will charge a fair and reasonable amount taking in to account: the time and labour expended; the skill, specialised knowledge and responsibility required; the project's importance, complexity, urgency or risk; the need for a third party to rely on our advice; reasonable costs of running a practice and any other factors unique to the transaction. We will provide an estimate of our fee if requested. We will advise you if we have to provide additional services outside the agreed scope and, if requested, give you an estimate of the likely amount of further costs.

- 3. Disbursements and Sundry Costs:** We may have to pay disbursements to third parties such as LINZ, Companies Office, Ministry of Justice, LIM fees, couriers etc. We will notify you if we require an upfront payment to cover these expenses. We may charge a separate office fee (sundries) to cover costs of printing, photocopying and communication charges.

- 4. Terms of Payment:** We will generally send you an invoice monthly unless we have agreed a different arrangement. Accounts are payable within 14 days of invoice date. Any agreement to a request for payment terms outside our standard 14 days will be binding on us only if approved in writing by a Partner or Practice Manager. If the account is not paid by due date and we have received no satisfactory explanation we may:

 - Charge default interest on the overdue amount at a rate being paid at that time on our credit card facility.
 - Initiate action to recover the debt, including court proceedings, at your expense.
 - Stop acting for you.

We reserve the right to set-off all amounts owing to us against funds or other property we hold on your behalf. Fees and disbursements for conveyancing matters are generally deducted from settlement proceeds.

- 5. Security and Authority to deduct:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to deduct fees, expenses or disbursements, for which we will provide an invoice, from funds held on your behalf in our trust account.

- 6. 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 will remain responsible for payment to us if the third party fails to pay us.

- 7. Trust Account:** We will maintain a trust account for all funds we receive from you. If we are holding significant funds for you we will at our discretion, place them on interest bearing deposit for your benefit.

8. Professional Indemnity Insurance & Fidelity Fund: We hold professional indemnity insurance which meets the standards specified by the New Zealand Law Society. In addition, the Lawyers' Fidelity Fund provides cover up to specified maximum sums (currently \$100,000 excluding investment monies) for clients who suffer financial loss by theft in certain circumstances. Our liability for any claim for loss by you shall be limited to the amount covered by our professional indemnity insurer, details of which we will provide to you upon request.

9. Complaints: We take clients' complaints seriously and maintain a procedure to ensure that the problem is dealt with fairly and promptly. In the first instance you should contact the lawyer who is handling or overseeing your matter. If you do not wish to refer your complaint to that person or you are not satisfied with that person's response, please contact our Practice Manager. If you are still not satisfied with the response from our firm you can make a formal complaint to the New Zealand Law Society, contactable on 0800 261 801 or through their website www.lawyers.org.nz.

10. Conflict of Interest: If a legal conflict of interest arises in relation to any matter on which you have instructed us, we will contact and consult with you as soon as possible and follow the procedures set out in the Law Society's Rules of Conduct and Client Care.

11. Joint and Several Liability: Where the engagement has been entered into by an agent on behalf of the client the agent and the client will be jointly and severally liable for all payments due to us under the engagement.

12. Termination: You or we may terminate our engagement at any time. If our engagement is terminated you must pay us all fees and expenses due up to the date of termination.

13. Guarantee: If the client is a company or trust, the authorised signatory of the client irrevocably guarantees and promises to pay as principal debtor all amounts owed by the client to us and acknowledge this guarantee may be enforced directly by us without first needing to pursue remedies against the client.

14. Retention of files and documents: You authorise us to destroy all files and documents (other than documents held in safe custody for you) 2 years after the engagement ends, or earlier if we have converted those files and documents to an electronic format. You may uplift your files at any time prior to destruction. Any deeds, wills or other records we agree to store for you will be kept until we reasonably decide this is no longer necessary. We are entitled to hold your file and documents until any fees owing to us for any reason are paid in full.

CLIENT CARE & SERVICE INFORMATION (Required by the Lawyers and Conveyancers Rules 2008)

Our commitment to you is that we will:

- Act competently, in a timely way, and in accordance with instructions 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.
- Provide you with information about the work to be done, who will do it and the way 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 the complaint promptly and fairly.

FATCA: Unless you advise otherwise we shall certify under FATCA that you are solely a New Zealand citizen or tax resident.

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CLIENT NAME

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CLIENT SIGNATURE

/ /
DATE