
Terms of Engagement and Information for Clients

These Standard Terms of Engagement (“Terms”) and Information for Clients apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. **Services:** The services we are to provide for you will be outlined in our Letter of Engagement. This will be forwarded to you once your agreement is unconditional. The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you will be set out in our Letter of Engagement.
2. **Fees:** The fees we will charge or the manner in which they will be arrived at will be set out in our Letter of Engagement. If the Letter of Engagement specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside our agreed scope, and if requested, give you an estimate of the likely amount of the further costs. Where our fees are calculated on an hourly basis, the hourly rate will be disclosed to you in our Letter of Engagement. We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
3. **Disbursements and expenses:** In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
4. **GST:** Is payable by you on our fees and charges.
5. **Invoices:** We will send our invoice/s to you, in the interim if required, and on completion of the matter, or termination of our engagement. We may also send to you an invoice when we incur a significant expense.
6. **Payment:** Payment for purchase/sale/refinance transactions are to be paid on day of settlement. Invoice/s are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our

firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due. We will be entitled to pass on to you the costs of collection of any overdue amounts including but not limited to any court fees, service fees, commissions payable for collection and Conveyancing costs on a Conveyancer/Client basis.

7. **Limitations on our Obligations or Liability:** We shall not be liable for any losses, damages or costs incurred as a result of the dwelling having problems with leaking/weather tightness, chemical contamination or not being compliant with the Building Act. It is the purchaser's responsibility to attend to the necessary research, engage the relevant inspectors and obtain and analyse the appropriate reports in order to detect any problems prior to purchasing unconditionally. Any further limitations on our obligations to you or exclusion of liability will be set out in our Letter of Engagement.
8. **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to debit against amounts pre-paid by you and to deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
9. **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, nevertheless you remain responsible for payment to us if the third party fails to pay us.
10. **Confidentiality:** 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 to the extent required by law or by the Rules of Conduct and Client Care for Conveyancers.
11. **Professional Indemnity Insurance:** Mana Property Law Ltd holds Professional Indemnity Insurance that meets the \$2,000,000.00 requirement of S25 of the Lawyers and Conveyancers Act 2006 (Conveyancers: Registration and Practice Regulation 2008).
12. **Conveyancer's Fidelity Fund:** The NZ Society of Conveyancers maintains the Conveyancers Fidelity Fund for the purpose of providing clients of Conveyancers with protection against pecuniary loss arising from theft by Conveyancers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual is \$1,000 or an amount equal to 60% of the money in the fund whichever is the greater at the time the claim is admitted by the Board. Mana Property Law Ltd holds fidelity cover (dishonesty, fraud or malicious act or omission) for up to \$100,000 for any one claim, which will be

payable in the event that the Conveyancers Fidelity Fund is insufficient to provide compensation up to the maximum amount of \$100,000 per claim.

13. **Termination:** You may terminate your instructions at any time. We may terminate our engagement in any of the circumstances set out in the Rules of Conduct and Client Care for Conveyancers. All fees due and expenses incurred must be paid up to the date of termination.
14. **Retention of files and documents:** You authorise us to (without further reference to you) to destroy all files and documents for this matter 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.
15. **Conflicts of Interest:** We have procedures in place to identify and respond to 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 of Conduct and Client Care for Conveyancers.
16. **Duty of Care:** Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.
17. **Trust Account:** We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). Where funds are placed on Interest Bearing Deposit, interest at normal bank rates will be credited after the deduction of Residents Withholding Tax. We deduct an administration charge of 5% of the interest received for this service.
18. **General:** These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
19. **Client Care and Service:** The obligations Conveyancers owe to clients are described in the Rules of Conduct and Client Care for Conveyancers. If you have any questions, please visit www.nzconveyancing.co.nz. The NZ Society of Conveyancers Client Care & Service Information is set out below;

Whatever legal services your Conveyancer is providing, they must:

- a. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- b. Protect and promote your interests and act for you free from compromising influences or loyalties.
- c. Discuss with you your objectives and how they should best be achieved.
- d. Provide you with information about the work to be done, who will do it and the way the services will be provided.
- e. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.

- f. Give you clear information and advice, protect your privacy and ensure appropriate confidentiality.
 - g. Treat you fairly, respectfully and without discrimination.
 - h. Keep you informed about the work being done and advise you when it is completed.
 - i. Let you know how to make a complaint and deal with any complaint promptly and fairly.
- **Complaints:** We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work. If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to NZ Society of conveyancers www.nzconveyancing.co.nz . **Conveyancers Complaints Service** is administered by the NZ Society of Conveyancers and you are able to make a complaint by emailing info@nzconveyancing.co.nz , and you will be referred to the nearest Complaints Service Office, which can provide information and advice about making a complaint.
 - **Mana Property Law Ltd is a reporting entity in accordance with the Anti Money Laundering and Countering Financing of Terrorism Act 2009.** Our firm policy is to send client funds to a verified NZ bank account in the name of the registered property owner. If you are conducting a purchase, and your funds are currently outside of NZ, then please ensure that you allow sufficient time for your offshore funds to be remitted to your NZ bank account, prior to arranging for the funds being transferred to our trust account to complete your settlement. Note that at the time we establish a working relationship, we will require you to complete our Client Details form which sets out the identification and verification documents that you will need to supply – please contact us for further information.
 - **Joint Instructions;** If we are conducting a transaction that is in joint ownership, then unless you stipulate otherwise at the outset, one joint owner's instructions will be binding on all joint owners.