



Standard Terms of Service

These standard terms of service (Terms) apply in respect of all work carried out by us for you, except to the extent we otherwise agree with you in writing.

1. Services

The services to be provided to you by us are set out in our letter of engagement.

2. Fees

The fees we will charge, and how these are calculated are 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 work. For work that falls outside of this scope it will be charged at an hourly rate. As soon as reasonably practicable we will advise you if it is necessary to provide services outside of the agreed scope, and if requested, give you an estimate of the likely amount of further costs.

Where our fees are calculated on an hourly basis, the hourly rates will be the rates as set out in our letter of engagement. The differences in the hourly rates set out in our letter of engagement reflect the experience of our staff. Time is recorded in 6-minute units, with time rounded up to the next unit if 6 minutes.

If we give you an estimate of our fee:

2.1 it is an estimate only and we will review it if necessary. The final fee may be more or less than the amount of the estimate, although we do try to be as accurate as possible in estimating the costs of work, based on the information we have at the time;

2.2 the estimate does not include disbursements or GST.

In addition to our fees above, we may also charge a base fee for the compliance requirements we are required to meet on every matter. The base fee being \$250 plus GST, with additional charges where the compliance requirements are complex such as where there are multiple trustees or officers in the case of a company. The additional charges will be on a time and attendance basis.

3. Disbursements

In providing services we may incur disbursements or need to make payments to third parties on your behalf. These costs will be included in our invoice to you when the expense is incurred. We may require advance payment for the disbursements or expenses which we will be incurring on your behalf.

4. GST

GST is payable by you on our fees and charges.

5. Invoices

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.



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6. Payment

For transactional work, unless agreed otherwise, we require that our fees are paid on settlement or from the proceeds of settlement. Otherwise, invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been agreed with us. We may charge interest on any amount which is more than 7 days overdue.

If we charge interest, it is calculated at the rate of 15% per annum from the date payment became due until the date that payment is made in full. This does not affect any other rights we have to recover payment.

You will be liable for all legal and debt collection costs that we may incur, including solicitor/client costs in enforcing or attempting to enforce, our rights under these Terms.

7. Retainer

We may ask you for a retainer or pre-payment if set out in our letter of engagement. We will hold your retainer/prepayment in our Trust Account and will only deduct our fees, office expenses and disbursements when we issue an invoice. Please let us know if this is an issue and we can review this accordingly.

8. 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 if the third party fails to pay us.

9. Due Diligence

To meet our obligations under the Anti-Money Laundering and Countering Financing or Terrorism Act 2009 (AML) we must conduct due diligence on all our clients.

You agree to provide us with information, from time to time, that we may require under AML and acknowledge that if you do not comply with our requests promptly, we may have to refuse to accept your instructions or we may have to terminate any existing relationship with you, in which case we will be unable to provide our services to you.

10. Confidentiality

We will hold in confidence all information concerning you or your affairs that we acquire while 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) To the extent required by law or by the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers.

Confidential Information concerning you will as far as practicable be made available only to those within our firm providing service to you.

We will not disclose to you confidential information which we have in relation to any other client.

You consent to us providing information about you to:



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- (a) Any bank where we maintain a trust account in which we hold funds for you;
- (b) The New Zealand Inland Revenue Department;
- (c) The NZ police and Department of Internal Affairs, where we are required under AML; and
- (d) Any overseas government authority which NZ has an inter-governmental agreement relating to the exchange of information where the information may be required to comply with an inter-governmental agreement relating to the exchange of information,

you agree to provide us with any further information we may request for any of these purposes.

For further information relating to how we collect, use, disclose and protect your personal information, please refer to our Privacy Policy on our website.

11. Termination

You may terminate our retainer at any time.

We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses incurred up to the date of termination.

12. Retention of files and documents

If you give us a paper document, you authorise us to destroy it after making an electronic copy of that document.

Any paper that we receive in relation to your matters will be scanned and destroyed, with limited exceptions.

We will not destroy Wills or any other document we have agreed in writing to hold in safe custody for you.

You authorise us (without reference to you) to destroy all electronic files and documents in respect of any engagement (other than any documents that we hold in safe custody for you) 7 years after our engagement ends.

13. 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 Law Society's Rules of Conduct and Client Care for Lawyers.

14. 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.

15. Trust Account



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We maintain a trust account for all funds which we receive from clients (except for money received for payment of our invoices).

If we are holding significant funds on your behalf, we will lodge those funds on interest bearing deposit with our bank. In that case we charge an administration fee of \$250 for the set up and each subsequent year.

Withholding tax will also be deducted by our bank each month as interest accrues and when any term deposit matures.

16. No Tax or investment advice

Our scope of service excludes any advice and we do not accept responsibility in relation to the income tax or GST consequences of any transaction or activity undertaken by you or the quality of any investment including, without limitation, property.

17. Advice on New Zealand law only

We can only advise on New Zealand law. If we do help in relation to matters governed by law outside of New Zealand it is on the basis that we are not advising on foreign law and accept no liability for your rights and obligations under foreign law.

18. General

Our relationship with you will be governed by New Zealand law and New Zealand Courts will have non-exclusive jurisdiction.

These Terms, as amended from time to time, apply to any current engagement and to any future engagement, whether we send you another copy of them.

We are entitled to change these Terms from time to time and post the amended Terms of our website www.chapmanjones.co.nz. The amended Terms will apply from the time that you next commence a new matter with us. If you disagree with any of the amended Terms you may terminate our retainer.