

## Our Monitoring Obligations

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

- Anti-money laundering and countering financing of terrorism laws
- Laws relating to tax and client reporting and withholdings.

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 this is completed.

We may also be required to assist any bank or other entity with whom we transact as your agent, or with whom we deposit money on trust for you, to comply with that entity's legal obligations in any jurisdiction.

We will periodically advise you what information and documents are required for these purposes. These purposes may relate to you, any other relevant person (eg any beneficial owner), the source of funds/wealth, the transaction, the ownership structure, tax identification details, and any other relevant matter. Please provide the information and documents requested promptly. We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency or court as required by law.

To ensure our compliance and yours, we may:

- suspend, terminate, or refuse to enter into a business relationship;
- delay, block, or refuse to process a transaction (including by refusing to handle and deposit money on trust for you); and
- report a transaction to government agencies, without notice to you if:
  - (a) the required information or documents are not provided; or
  - (b) it is suspected that the business relationship or transaction is unusual, may breach any applicable law, or may otherwise relate to conduct that is illegal or unlawful in any country.



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# Terms of Engagement

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Henderson Reeves Connell Rishworth Lawyers Limited

Henderson Reeves Connell Rishworth Lawyers Limited  
August 2018

# Terms of Engagement

*These Terms apply to all work carried out for you by Henderson Reeves Connell Rishworth Lawyers Limited.*

- 1. Confidentiality:** We keep confidential all information concerning you or your affairs which we acquire while acting for you. We will only disclose information:
  - as authorised by you; or
  - as is necessary to carry out your instructions; or
  - as required by law or by the NZ Law Society's Rules of Conduct and Client Care for Lawyers ("Rules").

Records of communication to and from us by email, post, telephone and fax are retained by us. Our VOIP phone system automatically records all calls.

Your confidential information will be made available only to those within our firm who are providing legal services for you, as far as that is practicable.

- 2. Conflicts of Interest:** If a conflict of interest arises we will advise you and follow the requirements and procedures set out in the Rules.
- 3. Trust Account:** We will hold all funds we receive for you in a trust account and will normally place significant funds on interest bearing deposit with a bank and charge an administration fee of 5% on interest earned.
- 4. Professional indemnity insurance & fidelity fund:** We hold professional indemnity insurance which exceeds standards specified by the Law Society. The Lawyers' Fidelity Fund may also provide cover up to specified maximum sums for clients who suffer financial loss by theft. Our liability to you for loss will be limited to \$1,000,000.
- 5. Retention of files and documents:** You authorise us to destroy files and documents (except documents in safe custody for you) 2 years after our engagement ends, or earlier if we have converted them to an electronic format. We may hold your file and documents until fees owing to us are paid. Where storage requirements are larger than a single file, we may ask you to uplift the files or pay storage charges. We may charge you for copies of documents you request.
- 6. Problems and Complaints:** Please tell us promptly if you are unhappy with, or uncertain about any aspect of our work or billing. Please first contact the person doing your work, but if still unhappy, contact the director concerned. You may refer an account or complaint to the NZ Law Society's Lawyers'

Complaint Service at:  
26 Waring Street, PO Box 5041, Wellington 6140.  
Ph: 0800 261 801 or Email: [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz).

- 7. Our fees:** Will be set out in an engagement letter for the agreed scope of services. Work outside that scope will be charged on an hourly rate basis, for which, if requested, we will give you an estimate of the further costs. Hourly rates will be set out in our engagement letter and may be varied by us. Invoices will usually be sent monthly or on completion and will include disbursements and expenses paid for you.
- 8. Payment:** Invoices are due within 14 days unless alternative arrangements are made with us. 14% interest will be charged on overdue amounts. If an invoice is not paid by the due date, we may stop work for you after we have informed you, and this may take place immediately. You will be liable for all reasonable costs incurred by us in recovering unpaid accounts.
- 9. Security and authority to deduct:** We may ask you to provide security for fees and expenses or pre-pay amounts. Personal guarantees may also be required.  
  
We will be your agent to pay your expenses and disbursements. You authorise us to deduct fees, expenses and disbursements from funds held for you.
- 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 will remain responsible for payment to us if the third party fails to pay us.
- 11. Future Engagements:** These Terms and any variations will apply to current and future engagements.
- 12. Termination:** You or we may terminate our engagement at any time. You must pay us all fees and expenses due to the date of termination.
- 13. Investment Advice Statement:** In providing conveyancing services, we do not carry out valuations of property or business, and, whilst we will advise you in relation to the property or business, we are not responsible for determining whether the property or business meets your needs or investment profile. The Firm does not provide investment advice in respect to financial products other than bank deposits. We recommend you consult a suitably qualified professional such as a Registered Valuer, Financial Adviser and/or Accountant in relation to these issues.

Our duty of care is to you and not to any other person. We owe no liability to any other person. We do not accept responsibility

or liability to any third parties who may be affected by our performance of the Services or who may rely on any advice we give. Our advice is opinion only, based on the facts known to us and our professional judgement. We are not liable for errors in, or omissions from any information provided by third parties. We will not owe you any duty or liability in respect of any related or other matters.

We may communicate with you and with others by electronic means. If these communications are lost or affected for some reason beyond our control, we will not be liable for any damage or loss caused thereby.

## Information for clients

*Client care and service information required by the Lawyers and Conveyancers (Conduct and Client Care) Rules 2008.*

**Whatever legal services your lawyer is providing, he or she must:**

- 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 interests 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 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 complaints promptly and fairly.

**The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers, and are subject to other overriding duties, including duties to the courts and to the justice system.**