




TERMS OF ENGAGEMENT


1. **Services:** The services we provide for you are outlined in our engagement letter.
2. **Fees:** The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter. If the engagement letter 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 incurred. Where our fees are calculated on an hourly basis, the hourly rate will be \$250.00 per hour.
3. **Disbursements and expenses:** In providing services we may incur disbursements or be required 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 immediately on completion of your matter/transaction and/or in the interim if required on termination of our engagement. We may also send to you an invoice when we incur a significant expense.
6. **Payment:** Payment for all purchase/sale and 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. **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.
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 will remain responsible for payment to us if the third party fails to pay us in the timeframe specified in these terms.
9. **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.
10. **Termination:** You may terminate your instructions to us 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.
11. **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.
12. **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.
13. **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.
14. **Trust Account:** We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). Where we deem it prudent, we may place these funds on interest bearing account in trust and we may charge an administration fee equal to 5% of the net interest earned.
15. **Conveyancer's Professional Indemnity Insurance and Fidelity Fund:** We hold professional indemnity insurance that meets or exceeds the standards specified by the Society. The NZSoC 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

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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. Conveyancing Plus has Professional Indemnity Insurance with fidelity cover 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.

16. **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.
17. **Complaints:** Where you intend to issue a complaint against a Conveyancer of our firm as a result of any services or charges we have provided, please discuss your concerns with the Conveyancer directly. Should a satisfactory outcome not meet your expectations, you may refer your complaint to the NZ Society of Conveyancers (our governing body) who can guide you on how to proceed with a course of action.
18. **Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("AML Act"):** From 1 July 2018, Conveyancing firms will need to comply with the rules and regulations implemented under the AML Act. Customer due diligence requires a Conveyancing firm to undertake certain background checks before providing services to clients or customers. We must take reasonable steps to make sure the information We receive from our clients are correct. We will be required to obtain and verify certain information from you to meet these legal requirements. This information include, but may not be limited to:
 - your full name; and
 - your date of birth; and
 - your principal place of residence.

To confirm these details, documentation such as your driver's licence or passport and documents that reflect your residual address (such as a current bank statement) will be required.

19. **Use of Generative AI:** While providing our legal services to you (such as conveyancing services), we may use generative AI tools and technology to assist in legal research, document review, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. We recognise the inherent limitations of generative AI tools. While generative AI can enhance our work, it is not a substitute for our independent expertise and judgment. We will exercise professional independent judgment in using AI-generated content and ensure its accuracy and appropriateness in each specific case.
20. **Use and disclosure of personal information:** We may use or disclose personal information that you have provided to us, or which we have obtained about you, to our third parties providers, including technology providers who assist us in providing services or who perform functions on our behalf, such as providers that provide generative AI technologies to assist us in legal research, document review, document drafting and other legal tasks.

Our technology providers (including generative AI providers) may use your personal information to provide services to us, to administer, maintain, analyse, improve and/or develop their services, to undertake their business processes, to comply with their legal obligations and to conduct research. Unless we state otherwise, our technology providers will not use your personal information to improve AI training models, train, retrain or improve foundation models, improve third party products or services, conduct user profiling, advertising or similar commercial purposes, or to market products and services to you.

Our technology providers may rely on and make your personal information available to their third party providers (which may be located in countries other than New Zealand) in the course of delivering their services to us, including for hosting, cloud storage, email communication and web analytics purposes, such as the Azure OpenAI Service operated by Microsoft. Our technology providers may share your IP address and other information about your device to Microsoft for security reasons. Our technology providers may also share your personal information with their affiliates, any other entity that they merge with or sell their business or assets to, and other third parties (such as government agencies) if legally required to do so.