

1. Introduction

These terms apply to work carried out by Matthews Law (**we** or **us**) for our clients (**you**), except to the extent that we agree otherwise in writing.

These terms include information which the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society (**NZLS Rules**) require us to provide you. These terms may be changed by us in writing or by publication on our website, in which case they will bind you for any subsequent matters.

2. Our services

We will represent you on legal matters within the scope of your instructions. The name and status of the person(s) responsible for the services we provide will be set out in our terms of engagement.

Our advice is solely for your benefit. It is limited to the matters specified in it and is subject to any changes in law. Our name and opinion must not be used in any public document or representation, or relied on by third parties, without our written consent. We are not responsible for advice on tax matters. We will only be responsible for New Zealand law advice.

When your instructions on a matter are completed, our representation will end. We are not obliged to notify you of subsequent law changes or to provide further services relating to that matter.

3. Confidential information

We will not disclose any confidential information which we obtain as your lawyers to any other person, except to the extent required by law or the NZLS Rules, or where you authorise us to do so. Nor will we disclose confidential information to you about other clients. Information we have acquired in our professional relationship may be disclosed where it is widely known or a matter of public record.

We have no duty to disclose information to you which is not known to the lawyers advising you on your matter, or is otherwise subject to privilege, or which is confidential to another client. If any of our lawyers undertakes activities outside the firm (such as a directorship, trusteeship or other governance role) information obtained in those roles is private to the individual and we have no obligation to you in relation to that.

4. Conflicts of interest

We will comply with the NZLS Rules in respect of conflicts of interests. Acting for another client on a separate matter does not normally constitute a legal conflict, even if the other client's interests differ to yours.

However our work is often strategically significant, especially in the core competition and regulatory areas. Consequently where possible we prefer to have ongoing relationships with clients and to act for one major player in an industry at any time (exceptions may include situations where there are common interests, where parties are not material

competitors, and where we receive international and domestic "one-off" type referrals). In return we seek a level of commitment from our clients and open discussions about expected workflows.

5. Fees and related financial matters

Our fees: We encourage fixed fee and retainer work, and are happy to provide estimates (where appropriate) or work to particular cost parameters. Where provided, estimates will be a guide only. We prefer to scope work at the outset so that you and we are clear on the work required where possible.

Our fees are charged on the basis of the NZLS Rules, which require that fees be fair and reasonable for the services provided.

Our fees usually reflect the time spent but this may be adjusted to reflect other factors permitted by the NZLS Rules (for example, skill and specialist knowledge, the matter's importance, the result achieved, urgency, risk, complexity, novelty, the possibility that acceptance of the instructions precludes our engagement by other clients, and fees customarily charged for such matters). Unless otherwise agreed in writing, any work that is "out of scope" or unscoped (including supplementary reporting or explanations, and any additional work we do because any of our assumptions are not correct) will be charged on that basis.

Security: We may require you to pay our fees in advance, or provide security for our fees.

Other charges (expenses): We may incur expenses (disbursements) on your behalf and may require advance payment for them. These may include third party costs such as filing fees, photocopying (if outsourced for larger volumes of work), barristers' or other specialists' fees, offshore client-related bank fees, couriers or travel costs. We will discuss any major or unusual expenditure with you before incurring those costs.

Office services: We will invoice you for a standard service charge (at a rate of 3% of the amount of our fee) to cover general office services provided by us (for example: general photocopying, printing, phone charges, deliveries and postage).

GST (if any): This is payable by you on our fees and expenses.

Invoices: We will issue invoices monthly and on completion of the matter (or termination of our engagement). We may also send you an invoice when we incur a material expense.

Payment: Invoices are payable within 14 days of the invoice date. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will accrue from the day after payment became due and will be calculated at the rate 5% above our main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

Third Parties: You are responsible for payment of our invoices even if you expect to be reimbursed by a third party (even if our invoices are directed to a third party).

6. Termination and assignment

You may terminate our retainer at any time by written notice. We may terminate our retainer in any circumstances set out in the NZLS Rules. If any invoice payable by you is overdue, we can stop performing any work for you until all your unpaid invoices are paid in full. Enforceability of this agreement is not affected by termination. If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date together with the costs of recovery. You can only assign your rights under this agreement with our written consent.

7. Retention of files and documents

Our files are generally stored electronically with third party providers. You authorise us (without reference to you):

- To destroy all physical files and documents for any matter at any time if we have converted those files and documents to an electronic format.
- To destroy all files and documents (including electronic copies) for any matter 7 years after our engagement ends.

If you uplift your files and documents we may first make copies (in any format) at your cost for our records, and require you to settle any outstanding invoices.

8. Intellectual property (IP)

We retain all ownership rights in IP created by us for you. You may not reproduce our IP or provide it to a third party without our express consent.

9. Electronic communications

We may communicate with you and others by electronic means. We are not responsible for, or liable for, any damage or loss caused in connection with the interception or corruption of an electronic communication.

10. Professional indemnity (PI) insurance

We hold PI Insurance that meets or exceeds the minimum standards specified by the NZLS. We will provide you with particulars of the minimum standards upon request.

11. Limitation of liability

Our aggregate liability to you and any of your related parties in connection with any matter (or series of related matters) is limited to and will not exceed:

- the amount available to be paid out under our relevant insurance policy; or
- where no amount is available to be paid out under our relevant insurance policy, 5 times our fees applicable to the matter (or series of related matters), excluding office services charges, disbursements and GST.

12. Lawyers' Fidelity Fund

The NZLS maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of

compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

13. 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 we would be happy to meet with you to discuss it so that we can attempt to resolve it as quickly and amicably as possible. Email practice.manager@matthewslaw.co.nz in the first instance. If you do not wish to do so, or we cannot resolve the complaint, we invite you to refer the complaint to another solicitor who may act as an intermediary to resolve any outstanding issues.

If you do not wish to do the above, or you are not satisfied with the response to your complaint, you may contact the NZLS Lawyers Complaints Service. To do so, call **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

14. Governing law

Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

CLIENT CARE & SERVICE INFORMATION

We are committed to complying with the NZLS Rules. Key elements are as follows.

Whatever legal services we provide, we 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 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 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 complaint promptly and fairly.

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

Please visit www.lawsociety.org.nz or call **0800 261 801** if you have any questions.