



## LUNDONS LAW

### TERMS OF ENGAGEMENT

#### Standard terms

This document contains our standard terms. Unless we agree in writing these terms will govern our relationship. By instructing us to act you will be deemed to have agreed to these terms.

#### Fees and charges

Unless we agree otherwise our fee will be based principally on the time we spend on your matter, reflecting our hourly rate, or agreed standard charges. When setting fees, we consider the factors set out in rule 9.1 of the Law Society's Conduct and Client Care Rules, including:

- the time and work involved
- the required skill, specialised knowledge
- the importance of the matter to you and the results achieved
- how quickly you require us to carry out the work
- the reasonable cost of running our practice
- the market fee for similar services.

Where our fees are calculated the rates are set out in our engagement letter, which may be an email advice.

If we intend to work based on an hourly rate, then we will estimate our fees. We may, however, specify a fixed fee and will charge on that basis for the agreed scope of services. Work outside services will be charged on an hourly rate until a new fixed fee is agreed in writing.

We may ask you to prepay all or part of our fees before we undertake any work.

Lundons Law will invoice either monthly for work completed or on a milestone basis. We may also send you an invoice when we incur a significant expense.

We charge a standard office fee to cover out of pocket costs such as printing, photocopying, compliance and phone calls. The charge is a minimum of \$75 per project or 4.0% of the fee, whichever is the greater. If the actual costs are significant, we may pass on the costs on to you.

Our invoice will include New Zealand Goods and Services Tax (GST), where applicable.

#### Disbursements

You authorise us to incur disbursements reasonably necessary to provide the Services (such as search fees, court filing fees, registration fees and travel and courier charges). You also authorise us to make payments to third parties on your behalf reasonably required to undertake the Services, such as experts' costs or counsel's fees.

#### Payment

Any deposit paid by you because of fees and expenses is paid into our Trust account and will not be deducted until the work is completed and invoiced. On completion of the matter we can provide you with a full statement of account.

Invoices are due for payment 14 days from issue unless alternative arrangements have been made in writing.

If an invoice is not paid by the due date, then we may charge interest at 15% per annum.

Directors **STEVE RILEY & SIMON GAINES**

3 Russell Terrace, P.O. Box 268, Blenheim 7240

Phone 03 578 9988 | Fax 03 578 2576 | law@lundonslaw.com | www.lundonslaw.com



We may keep your files until you pay the invoiced amounts.

You authorise us to deduct fees and disbursements for which we have provided an invoice, whether overdue or not, from funds held on your behalf or on behalf of any associated entity.

If arrangements have been made for a third party to pay our invoices, then you remain responsible for payment for the full invoice.

We may engage debt recovery services who you agree are authorised for the purpose of the Privacy Act 2020 to credit check, including collection and monitoring of information regarding your credit status, and to notify a default in the payment of any part of an invoice.

You authorise us and our agents to: collect personal information share personal information; use personal information to assess credit worthiness. You may access your personal information.

We may charge, and you will be responsible, for costs and legal fees from the collection of any part of an unpaid invoice, including administration fees, legal costs, collection costs, and bank dishonour fees.

If an invoice remains unpaid after 30 days, we may cease providing services to you until payment arrangements are agreed, even if there are deadlines due for the filing or registration of documents.

### **Anti-Money Laundering and Countering Financing of Terrorism**

We are required to comply with: the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); the United States Foreign Account Tax Compliance Act (FATCA); the Common Reporting Standard (CRS).

To meet these requirements, we may be required to conduct customer due diligence on you, persons acting on your behalf, and other relevant persons such as your beneficial owners or persons who have effective control of you as a client. We may not be able to act or continue acting for you until this is completed to the required standard.

We will advise what information and documents are required for these purposes. This information could include formal identification, address confirmation, source of funds, transaction details, ownership structures, tax identification details, and any other information considered relevant. Please ensure the information and documents requested are provided promptly to avoid any delays in us acting for you.

We will retain the information and documents and may be required to disclose them to government agencies as required by law. We may not be permitted to advise you of the instances when we are required to disclose this information. We may also be required to provide this information to banks with which we place your funds through our trust account.

### **Confidentiality**

We will hold in confidence all information concerning you and your affairs we acquire while acting for you.

We will not disclose this information to any other person except to enable us to carry out your instructions or as required by law.

### **Termination**

You may terminate our services.

We may terminate our services:

- if you misrepresent or fail to disclose facts to us;
- act contrary to, or ignore, our advice by adopting a course of action we believe may contravene our obligations;



- a conflict of interest has arisen
- you do not pay our invoices by due date.

We may terminate services even if important deadlines are due. If our engagement is terminated you must pay all fees due and expenses incurred up to termination, and you agree that we may retain your files until our invoices are paid.

### **Retention of Files and Documents**

We retain files in paper or electronic form for a minimum of seven years from the time the matter is complete. After that time files may be destroyed without your consent.

### **Conflicts of interest**

If a conflict of interest arises, we will advise you of the conflict and we will follow the procedures set out in Chapter 6 of the Law Society's Rules of Conduct and Client Care for Lawyers.

### **Trust Account**

We maintain a Trust account for all funds received from clients except monies received for payment of our invoices. If we are holding significant funds on your behalf, where we expect the interest derived will exceed \$100, we will lodge those funds on interest bearing deposit with a bank. Our administration fee is 10% of the interest derived.

### **Communications**

Please advise if you have a preferred method of our firm communication. Lundons Law is not liable for loss arising from non-receipt of any communication, including electronic communications.

### **General**

These Terms apply to any current and all future engagements. We may vary these Terms. Our Terms are available on our website:  
<https://www.lundonslaw.com/client-information/>

If you continue to instruct us following a variation you will be deemed to have agreed to the varied terms.

### **Dispute resolution**

If you have a concern, then please talk with us. We will engage with you.

Please also refer to the Client Care statement for the New Zealand Law Society complaints procedures.

Client Care Information available at:  
<https://www.lundonslaw.com/client-information/>

The laws of New Zealand apply to our relationship with you and the Courts of New Zealand have non-exclusive jurisdiction.

*Lundons Law Limited Terms of Engagement  
Version 2.1, Sept 2021*

