

THE LAW CONNECTION LIMITED

To provide understandable legal services

Our Terms & Conditions

1. We will:

- 1.1 Provide you with excellent and effective legal advice and representation.
- 1.2 Provide you with progress reports.
- 1.3 Answer your enquiries and telephone calls promptly and let you know if the person you are dealing with is unable to do so.
- 1.4 Be fair and reasonable in our charges.
- 1.5 If a matter falls outside our expertise, we will refer you to another specialist.
- 1.6 Listen carefully to any concerns you may have about our service and take any appropriate action.
- 1.7 Treat whatever you tell us as confidential except where you have expressly or impliedly authorised us to tell others, or where the law requires it.

2. You Will:

- 2.1 Provide us with accurate and complete information necessary to carry out the work that you have instructed us to do.
- 2.2 Provide us with all information and documentation required to enable us to comply with our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
- 2.3 Take responsibility for the accuracy of all records and information supplied to us, and accept responsibility for any failure to supply the relevant records and accurate information.
- 2.4 Take responsibility for obtaining other specialist advice outside the scope of our expertise.
- 2.5 Take responsibility for obtaining expert tax and accounting advice in relation to any transaction and any associated tax or other implications.

3. Communications

- 3.1 We may occasionally communicate with you by newsletters etc.
- 3.2 We accept no liability for loss arising from communication not received (including any communication by email).

4. Emails

- 4.1 We may occasionally email you information we feel is relevant and useful to you.
- 4.2 We may communicate with you by email about the work we do for you.
- 4.3 We have virus protection software and security protocols in place, however we cannot guarantee that electronic communications will always be free from viruses or other defects, are secure or will be received.
- 4.4 Even with security in place email communications are not totally secure. There is a growing number of internet scams perpetrated by hacking emails and then altering significant details for the financial gain of the hackers. To minimise this risk we will require certain processes to be used for your transaction in relation to email communications.

5. Bank Account Details

- 5.1 To minimise risk in relation to communications of bank account details we will require certain processes to be followed.
- 5.2 We will give you our encoded bank account details at our personal meetings or by post. We will **never** notify you via e-mail of a change to our account.
- 5.3 If you require us to provide our bank account details by email we advise you to verify our bank account details by calling our office to ensure the bank account details are correct. We do not accept any responsibility if you transfer money into an incorrect account.
- 5.4 We will ask for your encoded bank account details at our personal meetings or by post. If this is not possible or your account details change then:
 - 5.4.1 you will need to notify us at least 3 working days before transfer of the funds;
 - 5.4.2 you will need to confirm your bank account details by telephone with us.

6. Our terms of business

- 6.1 If we are required to outlay funds to third parties on your behalf, we may ask you to pay us first.
- 6.2 We will bill all work on completion except for ongoing work when we will send you interim bills.
- 6.3 We may pay any bills from funds held or received for you. In all other cases bills are payable within 7 days.
- 6.4 If you instruct us to act on behalf of someone else (say a relative or an organisation) you will be personally responsible for payment of our account.
- 6.5 If your account is overdue, we reserve the right not to carry out any further work for you until all your account is paid. We may charge you interest on any overdue amount at current Westpac overdraft interest rates. Unpaid accounts may be referred to a credit collection agency and will incur costs.
- 6.6 If you tell us to stop work, you will still have to pay us for any work we have done for you.
- 6.7 You must tell us of any change in your address or contact details.
- 6.8 These terms cover all current and future instructions that we receive from you, unless amended or superseded by us in writing.
- 6.9 You authorise us (without further reference to you) to destroy all files and documents for any matter (other than any documents that we hold in safe custody for you) 10 years after the matter is concluded, or earlier if we have converted those files and documents to an electronic format.

7. Scope of our work

- 7.1 We are not qualified to give:
- 7.1.1 Investment or financial planning advice. You should get that advice from a qualified financial advisor;
 - 7.1.2 Insurance advice. You should get that advice from your insurance adviser/provider;
 - 7.1.3 Tax advice. You should get that advice from your Accountant or tax advisor;
 - 7.1.4 Specialist advice outside the scope of our expertise. You should get that advice from the applicable institution or relevant expert. For example the regional/local authorities, surveyors, engineers, building inspectors, architects, valuers or other applicable specialist advisers; or
 - 7.1.5 Advice about foreign laws. You should get that advice from legal advisers for those foreign jurisdictions.
- 7.2 We will not:
- 7.2.1 Remind you about dates (eg PPSR, lease or consent expiry dates);
 - 7.2.2 Update advice after it is given; or
 - 7.2.3 Provide you with tax or accounting advice (including any matter related to GST and "bright line" taxation, or "interest deductibility" rules or liability to pay tax).

8. Professional charges

- 8.1 Our charges will be in accordance with New Zealand Law Society guidelines. The basis of our charging includes factors such as:
- 8.1.1 The needed skill, knowledge and responsibility;
 - 8.1.2 The importance of the matter and the results achieved;
 - 8.1.3 The urgency and circumstances;
 - 8.1.4 The value of any property or money involved;
 - 8.1.5 The complexity of the matter and the difficulty or novelty of the questions involved;
 - 8.1.6 The number and importance of any documents prepared or considered;
 - 8.1.7 The time and labour expended;
 - 8.1.8 Our practice running costs.
- 8.2 Our charges include but are not limited to:
- 8.2.1 All meetings and telephone attendances;
 - 8.2.2 All correspondence (including emails);
 - 8.2.3 Considering the law and acts, including any research;
 - 8.2.4 Reading and considering incoming papers and documents;
 - 8.2.5 Preparing documents;
 - 8.2.6 Attending at and appearing in court;
 - 8.2.7 Time spent on travelling;
 - 8.2.8 Time spent dealing with accountants, banks, insurance companies, mortgage brokers, valuers, regional and local authorities and other advisers and relevant institutions;
 - 8.2.9 Instructing agents and experts;
 - 8.2.10 All office expenses and electronic services (including but not limited to faxes, emails, photocopying, telephone charges and other incidental expenses) we consider appropriate to carry out the work;
 - 8.2.11 Also included in our accounts may be entries for Conveyancing Professional fees or Landonline Administration fees and Anti-Money laundering fees. These fees cover our overhead recoveries for Landonline and for Anti-Money Laundering;
 - 8.2.12 All payments made to third persons on your behalf; and
 - 8.2.13 GST.
- 8.3 We reserve the right to increase our charge out rates at any time. We will give you notification in advance of any changes.

9. Commission on Interest Bearing Deposits

- 9.1 We advise that, if we are holding funds on interest bearing deposit on your behalf for any period of time (not being funds in our general trust ledger) we receive a commission from our Bank of 7.5% of the interest received.

10. Estimates

- 10.1 Where we can we will give you an estimate of the cost of the work. This is not a quotation. It is our assessment of the work likely to be required to carry out your instructions, based on the information available to us at the time of the estimate. We will charge for any additional work carried out if:
- 10.1.1 You ask us to carry out further work or change your instructions;
 - 10.1.2 The amount of work or scope of the task changes as a result of the matters unknown to us at the time of the estimate;
 - 10.1.3 The time taken to carry out the work increases.
- 10.2 We will endeavour to advise you of the reasons.
- 10.3 We may suspend or cease acting for you if:
- 10.3.1 You do not respond within a reasonable time to communications from us;
 - 10.3.2 You do not provide us with instructions or accurate or complete information within a reasonable time;
 - 10.3.3 You do not pay any of our invoices or retainers when they are due for payment;
 - 10.3.4 It is professionally or ethically inappropriate for us to continue to act.

11. Privacy information

- 11.1 Any information that we receive will be used to provide legal services, to obtain credit and other references, to undertake credit management, and to provide you with information that may be of interest to you. You authorise us to release to any person any information necessary for those purposes.
- 11.2 You have the right to access to, and correction of, your personal information held by us.
- 11.3 The Financial Transactions Report Act 1996 requires us to:
 - 11.3.1 Collect from you and retain information needed to verify your identify;
 - 11.3.2 Make a suspicious transaction report (as defined by the Act) to the Police where required by the Act, without notifying you of that disclosure should unusual circumstances arise that would be reportable under that Act.

12. Verifying your Identity and Source of funds, and Credit Checks

- 12.1 We are required by law to verify your identity and , in some circumstances, the sources of funds for a transaction. To enable us to act for you we may require a copy of your passport and utility bill, or another form or other forms of identity that will satisfy the regulatory requirements placed on us by the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/AFT Act) and its regulations.
- 12.2 We may wish to carry out reasonable credit checks on you from time to time.
- 12.3 You authorise us to collect information about you (including customer due diligence information and credit reports), to obtain, exchange, hold and use such information, and to make any other enquiries we think appropriate to:
 - 12.3.1 Confirm information provided to us about you is true;
 - 12.3.2 Enforce debt and legal obligations (including recovery of money owed to us); and
 - 12.3.3 Comply with other legal obligations we may have.
- 12.4 You authorise any person (including credit reporters) to disclose information (including credit information) to us in response to such enquiries.
- 12.5 Without limited the foregoing, we are required to comply with all laws binding on us including (but not limited to):
 - 12.5.1 The Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and
 - 12.5.2 The United States Foreign Account tax Compliance Act (FATCA); and
 - 12.5.3 The Common Reporting Standard (CRS).
- 12.6 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.
- 12.7 We will advise you 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.
- 12.8 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.
- 12.9 You accept that we may use customer due diligence services (including electronic based services from a third party) to verify your identity and conduct other customer due diligence or monitoring required un the AML/CFT Act, and that we may use credit reporting services to credit check you, and that when we use such services:
 - 12.9.1 The other third party or credit report (each a Service Provider) will exchange information about you for that purpose and the Service Provide may hold information on its system and use it to provide their customer due diligence service or credit reporting service (as the case may be) to their other customers;
 - 12.9.2 We may use the Service Provider's services in the future for authorise purpose (including in relation to ongoing customer due diligence or the provision of credit). This may include using the Service Provider's monitoring services to receive updates if information held about you changes; and
 - 12.9.3 If you default in your payment obligations for us, information about that default may be given to credit reporters and given by credit reporters to their other customers.



Lawyers & Notary Public

CUSTOMER DUE DILIGENCE REQUIREMENTS

Customer due diligence requires us to undertake identity checks before providing services to clients or customers. Lawyers must take reasonable steps to make sure the information they receive from prospective clients is correct, and so they need to ask for documents that show this.

We may need to obtain and verify certain information from you to meet these legal requirements. If so, this will include:

- your full name; and
- your date of birth; and
- your address.

To confirm these details, documents such as your passport, driver's licence, birth certificate, and documents that show your address – such as a current bank statement – may be required.

If you are seeing us about company or trust business, we may need information about the company or trust including the people associated with it (such as directors and shareholders, trustees and beneficiaries).

In some circumstances we may also need to ask you about the nature and purpose of the proposed work you are asking us to do for you. Information confirming the source of funds for a transaction may also be necessary to meet the legal requirements.

Provision of the required information

We intend to make meeting the new requirements as simple as we can for you. However the Act makes it clear that we must receive any requested documentation before we begin acting for you.

CLIENT CARE POLICY ON INSTRUCTIONS BY EMAIL

Overview

Even with security in place email communications are not totally secure. There is a growing number of internet scams perpetuated by hacking emails and then altering significant details for the financial gain of the hackers. To minimise this risk we require you to be aware of how we wish to deal with your transaction. It is no longer safe to believe it will not happen in New Zealand and when (rather than if) it does, we certainly do not want the first person to be affected to be a client of our firm.

Bank Account Details

1. We will give you our bank account details at our personal meetings or by post. We will **never** notify you via e-mail of a change to our account.
2. We will ask for your bank account details at our personal meetings or by post. If this is not possible or your account details change then:
 - (a) you will need to notify us at least 3 working days before transfer of the funds; and
 - (b) we will telephone you to confirm the details.