

MDLAW
MICHAEL DODDS
BARRISTER

TERMS OF ENGAGEMENT

General

1. These standard terms of engagement (**Terms**) apply to any current engagement and also to any further engagement with MDLAW Ltd (**MDL**), whether or not another copy is sent to you. MDL is entitled to change these Terms from time to time, in which case MDL will send you amended Terms. MDL's relationship with you is governed by New Zealand law and New Zealand Courts have exclusive jurisdiction.

Services

2. The services MDL are to provide for you (**Services**) are outlined in MDL's letter of engagement along with any further instructions that you provide to us in writing (or that MDL records in writing).
3. In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that part or all of your instructions will be delegated to other professionals at MDL.
4. The name and status of the person or persons who will have the general carriage of or overall responsibility for the services provided to you are set out in MDL's letter of engagement.

Communications

5. MDL will obtain from you contact details, including email address, postal address and telephone numbers. MDL may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.
6. MDL will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.
7. You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you.

Financial

8. **Fees:** The basis upon which MDL charges fees is set out in MDL's letter of engagement.

- (a) If the engagement letter specifies a fixed fee, MDL will charge for this for the agreed scope of the Services. Work that falls outside of that scope will be charged on an hourly rate basis. MDL will advise you as soon as reasonably practicable if it becomes necessary for MDL to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
 - (b) Where MDL's fees are calculated on an hourly basis, the hourly rates of the staff members expected to undertake the work are set out in MDL's engagement letter. Any differences in those rates reflect the different levels of experience and specialisation of MDL's professional staff. Time spent is recorded in six-minute units.
 - (c) Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the Service. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**Rules**).
 - (d) If your matter is lengthy or complex, MDL reserves the right to charge a higher rate at a later date. MDL will give you one month's notice of any increase in hourly rates of the staff members involved in your matter.
9. **Disbursements and third party expenses:** In providing the Services, MDL may incur disbursements and payments to third parties on your behalf. You authorise MDL to incur these disbursements (which may include such items as search fees, court filing fees, registration fees, travel costs, and courier charges) which are reasonably necessary to provide the Services. You also authorise MDL to make payments to third parties on your behalf which are reasonably required to undertake the Services. These will be included in MDL's invoice to you, shown as "*disbursements*" when the expenses are incurred (or in advance when MDL knows they will be incurring them on your behalf).
10. **GST:** MDL's services attract Goods and Services Tax (**GST**). GST is payable by you on MDL's fees and charges.
11. **Invoices:** Interim invoices will be sent to you at MDL's discretion unless an alternative billing period or arrangement has been made by MDL.
12. **Payment:** Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with MDL.
- (a) You authorise MDL to deduct our fees and other expenses from funds held by MDL on behalf of you on the provision of an invoice to you.

- (b) If payment is not made within 7 days of the date of the invoice, interest of 1.5 per cent will be charged each month that the outstanding balance of the invoice remains unpaid (interest will be calculated on a daily balance and compounded monthly). You will also indemnify MDL and pay all costs and expenses if legal action is necessary and/or debt collection agency fees, which MDL may incur in recovering from you any overdue amount.
 - (c) In the event payment is made by instalment payments approved by MDL in writing, then the amount will incur late payment interest of 1.5 per cent per calendar month and administration expenses charged at \$150.00 per hour plus GST. Any unapproved instalment payment will attract the same interest and administration charges without prejudice to MDL's ability to take action to recover the amount owing.
 - (d) If your account remains overdue:
 - (i) MDL may stop work on any matters in respect of which MDL is providing services to you; and
 - (ii) require an additional payment of fees in advance or other security before recommencing work.
 - (e) If you have difficulties in paying any of MDL's accounts, please contact MDL promptly so that we may discuss payment arrangements.
13. **Fees and disbursements in advance:** MDL may ask you to pre-pay amounts to us or provide security for our fees and expenses. MDL may do this, on reasonable notice, at any time.
14. **Estimates:** You may request an estimate of MDL's fee for undertaking the Services at any time. If possible MDL will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change. MDL will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.
15. **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 remain responsible for payment to us in accordance with these Terms if the third party fails to pay us

Confidentiality and personal information

16. **Confidence:** MDL will hold in confidence all information concerning you or your affairs that we

acquire during the course of acting for you. MDL will not disclose any of this information to any other person except:

- (a) to the extent necessary or desirable to enable MDL to carry out your instructions;
- (b) as expressly or impliedly agreed by you;
- (c) as necessary to protect MDL's interests in respect of any complaint or dispute; or
- (d) to the extent required or permitted by law.

17. **Personal information and privacy:** In MDL's dealings with you we will collect and hold personal information about you. We will use that information to carry out the Services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the Services.
18. The information MDL collects and holds about you will be kept at our chambers and/or secure file storage sites (including electronic file storage sites). If you require access, please contact Michael Dodds by email at miked@mdl.org.nz or by phone on 021 746 364.

Documents, records, and information

19. MDL will keep a record of all important documents which we receive or create on your behalf on the following basis:
- (a) MDL may keep a record electronically and destroy originals (except where the existence of an original is legally important such as the case of wills and deeds).
 - (b) At any time, MDL may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to MDL.
 - (c) MDL is not obliged to retain documents or copies where you have requested that MDL provide them to you or to another person and we have done so, although MDL is entitled to retain copies for our own records if we wish to do so.
20. MDL will provide to you on request copies or originals (at MDL's options) of all documents to which you are entitled to under the Privacy Act 1993 or any other law. MDL may charge you reasonable costs for doing this.
21. Unless you instruct MDL in writing otherwise, you authorise MDL and consent to MDL (without further reference to you) to destroy (or delete in the case of electronic records) all files and

documents in respect of the Services seven years after our engagement ends (other than any documents that MDL holds in safe custody for you or are otherwise obliged by law to retain for longer). MDL may retain documents for longer at our option.

22. MDL may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If MDL chooses to do this, we will do so at our expense.
23. MDL owns the copyright in all documents or work created in the course of performing the Services but grant you a non-exclusive license to use and copy the documents as you see fit for your own personal use. However, you may not permit any third party to copy, adapt or use the document without MDL's written permission.

Conflicts of interest

24. MDL is obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rule 2008 (**Rules**). This may result in a situation where MDL has a conflict of interest.
25. MDL has procedures in place to identify and respond to conflicts of interest or potential 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. This may mean that MDL cannot act for you further in a particular matter and we may terminate our engagement.

Duty of care

26. MDL's duty of care is to you and not to any other person. MDL owes no other liability to any other person, including for example, any directors, shareholders, associated companies, employees or family members unless expressly agreed to in writing prior to. MDL does not accept any responsibility or liability whatsoever to any third parties who may be affected by MDL's performance of the Services or who may rely on any advice given, except as expressly agreed to in writing prior to.
27. MDL's advice:
 - (a) is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent;
 - (b) is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. MDL is not liable for errors in, or omissions from, any information provided by third parties; and

(c) relates only to each particular matter in respect of which you engage us. Once that matter is at an end, MDL will not owe you any duty or liability in respect of any related or other matters unless you specifically engage MDL in respect of those related or other matters.

28. Unless otherwise agreed, MDL may communicate with you or others by electronic means. MDL cannot guarantee that these communications will not be lost or affected for some reasonable period beyond our reasonable control and we will not be liable for any damage or loss caused thereby.

Termination

29. You may terminate your retainer with MDL at any time.

30. MDL may terminate our retainer in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees and failure to provide instructions.

31. If MDL's retainer is terminated, you must pay us all fees, disbursements and expenses incurred up to the date of termination.

Feedback

32. Client satisfaction is one of MDL's primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by MDL, including how we can improve our service, please contact Michael Dodds.

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CLIENT CARE

1. MDLAW Ltd (**MDL**) is required to provide you with the following information under Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society (**Law Society**).

Persons responsible for the work

2. Michael Dodds is the lawyer will the overall responsibility for work on your file. Sally Dodds, employed barrister, and Marion Osman, legal executive, will also work on your file under the supervision of Michael Dodds.

Fees

3. The basis on which fees will be charged is set out in MDL's standard terms of engagement. Any fee arrangements that, for a particular piece of work, differ from those set out in MDL's terms of engagement are set out in MDL's letter of engagement. MDL's standard terms of engagement explain when payment of MDL's fees is to be made. MDL may deduct from any funds held on your behalf any fees, expenses or disbursements for which MDL has provided an invoice for.

Client care and services information

4. The client care and service information that we are to provide you under the Law Society's Rules of Conduct and Client Care for Lawyers are as follows:
 - (a) Whatever the legal services MDL provides, MDL must:
 - (i) act competently, in a timely manner, and in accordance with instructions received and arrangements made;
 - (ii) protect and promote your interests and act for you free from compromising influences or loyalties;
 - (iii) discuss with you your objectives and how they should best be achieved;
 - (iv) provide you with information about the work to be done, who will do it and the way the services should be provided;
 - (v) charge you a fee that is fair and reasonable and let you know how and when you will be billed;

- (vi) give you clear information and advice;
 - (vii) protection your privacy and ensure appropriate confidentiality;
 - (viii) treat you fairly, respectfully and without discrimination;
 - (ix) keep you informed about the work being done and advise you when it has been completed; and
 - (x) let you know how to make a complaint and deal with any complaint promptly and fairly.
5. 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.
6. If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

Professional indemnity insurance

7. MDL holds professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. MDL will provide you with particulars of the minimum standards on request.

Limitations on extent of MDL's obligations or liability

8. Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in MDL's letter of engagement or standard terms of engagement.

Complaints

9. MDL maintains a procedure for handling any complaints by clients, which is designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about MDL's services or charges, you may refer your complaint to Michael Dodds who has the overall responsibility for your work. MDL is committed to resolving any issues as soon as possible.
10. If you do not wish to refer your complaint to Michael Dodds or if you are not satisfied with the response to your complaint, you may refer your complaint to Richard Mark, Solicitor, Kerikeri. Mr Mark's contact details are as follows:
- (a) Letter: PO Box 172, Kerikeri.
 - (b) Email: rcmark@xtra.co.nz.

(c) Phone: (09) 407 5206.

11. The Law Society also maintains a Lawyers Complaint Service. You can make a complaint to that service by writing to the New Zealand Law Society, PO Box 5041, Wellington, or call 0800 261 801 for information and advice about making a complaint.