

LETTER OF ENGAGEMENT



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Dear TrustUs Customer

THE CREATION OF YOUR NEW FAMILY HOME TRUST PREPARATION OF A DEED OF NOMINATION BY AC LAW

AC Law is pleased to act for you in this matter. We enclose some material which sets out:

- a) Information for clients which lawyers are required by the Rules of Conduct and Client Care for Lawyers to provide; and
- b) Our standard terms of engagement.

Services to be provided

The following is a brief summary of the legal services we expect to be providing to you:

Preparing a Deed of Nomination for your newly formed Trust;

Thus activating your newly formed Trust, prepared by TrustUs;

PLEASE NOTE any present or future transfer of the property into the name of the Trust is a separate matter. By agreement, we can undertake this transfer for you; our discounted rates are listed on the TrustUs website.

Fees

Our fees for the Deed of Nomination is included in, and is, as advised through the TrustUs website.

Responsibility of Services

The name and status of the person in our firm, who will have the general overall responsibility for the services we provide for you is:

Alan Campbell

Senior Solicitor/Managing Director

Phone (04) 233 9058

No Conflict

Our primary legal obligation is to you. In the negligible/unlikely event that we become aware of any likely conflict between your interests and those of TrustUs, we will immediately fully disclose the potential conflict and take all steps which we are legally obliged to.

Summary

We have to assume that the information in this letter and the accompanying material is acceptable to you, in the absence of any prompt advice from you to the contrary. By accepting the TrustUs documentation, you have also instructed us to proceed as detailed above; you will be bound by these terms.

We look forward to being of assistance to you on this matter.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Alan Campbell', with a stylized flourish at the end.

Alan Campbell

Solicitor

AC Law

Direct Dial: (04) 233 9058

Email: alan@aclaw.co.nz

TERMS OF ENGAGEMENT

Client Care and Service Information

Your Instructions

I have recorded my obligations to you in writing. Subject to the provisions of this Client Care and Service Information, I shall perform those instructions personally.

Our Services

Our firm AC Law is committed to serving you professionally and ethically. We are regulated by the Lawyers & Conveyancers Act 2006, and the rules made under that Act, which state that in providing our service to you **we must**:-

act competently, in a timely way, and in accordance with instructions received and arrangements made;

protect and promote your interests as our primary Client, and act for you free from compromising influences or loyalties. Any potential conflict of interest, although very unlikely, between you and our position in the Trust Us Team, will be openly disclosed and dealt with immediately, as legally required;

discuss with you, (if applicable), 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; Please see the TrustUs website;

charge you a fee that is fair and reasonable, and subject to varying circumstances, let you know how and when you will be billed; This fee and the mythologies are detailed on the TrustUs website;

give you clear information and advice; if and as applicable;

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.

General Terms of the Agreement

We may, after prior consultation with you, change these terms of engagement from time to time, in which case we will send you amended terms, or post them on the TrustUs Website.

Our obligations under these terms of engagement, and our duties of care, are owed to you and not to any other person. Our obligations to TrustUs will not be allowed to conflict with obligations to you. Given the circumstances of this engagement there is negligible chance that they will.

As always, we greatly value your custom. If you have any questions about these terms of this, or any other engagement, please ask. We will do our best to help.

If we do not hear to the contrary by return mail, WE WILL ASSUME THAT YOU AGREE WITH ALL OF THESE TERMS AND WILL PROCEED ACCORDINGLY. In the somewhat unlikely event that you conclude that you do not want our Firm to act on your behalf in this matter, please inform us promptly.

We look forward to working on your behalf and shall use our best efforts on your behalf.

Professional Fees

Fixed quotes – please refer to the website for costs.

The TrustUs fee quoted on the website is expressed as a fixed fee inclusive of expenses, disbursements and GST.

Termination of Legal Services

1. At all times you have the right to terminate our services upon giving us reasonable written notice to that effect.
2. If our retainer is terminated, you must pay TrustUs/AC Law all fees due up to the date of termination, and all expenses incurred up to that date. While fees remain unpaid the firms have all rights at law and the right to a lien over your file(s), and if exercised, entitles us to retain the file until payment of our fees, (if applicable).

Privacy of information

1. Over the course of your involvement with us, we may collect and hold personal information concerning you. Failure to provide us with information may preclude us from providing services to you, or limit the quality of the services provided.
2. Information concerning you will be used by us to provide legal services, to obtain credit or other references, to undertake credit management, and to inform you of issues and developments that may be of interest to you.
3. You authorise us to obtain from any person, or release to any person, any information necessary for those purposes.
4. You authorise any person to release information to us that we require for those purposes. Subject to the above, we will treat all information we hold about you as private and confidential. We will not disclose any information we hold on your behalf, or about you, unless we are required to do so by law, or when requested by you, or with your consent.
5. Information concerning you will be held at the office of AC Law and TrustUs (securely online). Under the Privacy Act 1993 you have the right of access to, and correction of, your personal information held by us.
6. The Financial Transactions Reporting Act 1996 requires us to collect from you and retain information required to verify your identity.

Communications

1. If you have a preferred method of our firm communicating with you, please let us know, if applicable.
2. We do not accept any liability for loss arising from non-receipt of any communication, including computer email communications.

Files and Documents

At the end of your matter we will keep, or arrange to be kept, your file for a period of 8 years from completion, and then we will destroy it. You are welcome to uplift your file, provided that all fees and costs have been paid. Please give us reasonable notice before collecting your file should you wish to do so.

The Lawyers' Fidelity Fund, (the Fund)

1. The Fund exists to provide compensation of up to \$100,000.00 per claimant for clients who suffer a pecuniary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to the public, or while they are acting as a solicitor/trustee.
2. It should be noted though that the Fund will not pay compensation in respect of loss of moneys instructed (by the Client) to be invested, unless they are funds invested in a bank in New Zealand, or in some private loans such as family loans.
3. Where your money has been paid to us with instructions to invest, it will not be subject to compensation from the Fund.
4. This is only a short summary of the major provisions in the Lawyers and Conveyancers Act 2006 relating to the Fund. If you would like further information please ask us.

Professional Indemnity Insurance

We hold professional indemnity insurance which meets/exceeds the minimum standards from time to time specified by the New Zealand Law Society. TrustUs also holds such insurance.

If you have a Complaint

1. We will provide you with a competent, timely service following your instructions, but if you have any complaint at all about our service please raise it with the partner responsible for your matter, or if you prefer, any other partner in our firm.
2. If the complaint cannot be resolved immediately to your satisfaction, then we shall appoint a suitable third party who has not been involved in your matter to deal with it promptly and fairly.
3. If you are not satisfied with the outcome, you have the right to take the matter up with the New Zealand Law Society (www.lawsociety.org.nz or phone 0800 261 801).

THE OBLIGATIONS LAWYERS OWE TO CLIENTS ARE DESCRIBED IN THE RULES OF CONDUCT AND CLIENT CARE FOR LAWYERS. THOSE OBLIGATIONS ARE SUBJECT TO OVERRIDING DUTIES, OF THE LAWYER, INCLUDING DUTIES TO THE COURTS AND TO THE JUSTICE SYSTEM.