**Email:**

**Fax: 09) 236 5017**

**Please sign and return (fax/email) this page**

**LETTER OF ENGAGEMENT**

When signing this authority, you confirm that you are of full legal age and that there is no legal restriction that would prevent you from authorising us to act on your behalf or from preventing you from entering into this transaction.

In accordance with the Land Transfer Act 1952 [section 164(a)], you agree to make available your photographic identification (ie drivers licence or passport) when required. If you do not have NZ government issued photographic identification, the please advise at your earliest convenience.

In the case of a Company or Incorporated Society we require evidence of the signatory’s right to execute documents on behalf of the Company or Society.

Following recent changes to the Land Transfer Act 1952 we are also obliged to provide your/the company’s IRD number to Land Information New Zealand as a requirement of settlement. Accordingly, please also provide us with your IRD number. If you/the company do/es not have an IRD number, please advise at your earliest convenience.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bobbie-jo Butler**

appoint **Conveyancing Plus Limited** and in particular \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Conveyancing Practitioner to;

1. act as my/our Conveyancing Practitioner for the transaction to purchase property at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

being the land in CT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. attend to the registration of documents and to complete the transaction electronically

I/We agree to pay your fee of **$990** (plus disbursements estimated at $230.00) at the time that you attend to settlement and accept that any changes to the contract or title may result in additional costs. [Our charge-out rate is $225.00 per hour].

I am / we are/ not a New Zealand Citizen/s or holder/s of a resident visa.

My/our NZ IRD number is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In order to effect settlement, I/We authorise you to accept and disburse monies on my/our behalf, including disbursement of funds to an agent if necessary. I/We authorise and request my/our mortgagee (if applicable) and insurance company to release to you any information necessary to complete the settlement.

**CLIENT INFORMATION**

Please ensure that all purchase monies are paid as cleared funds into our trust account before settlement day. **Conveyancing Plus - Trust Account**

Please note that inadequate cleared funds or delays from your bank in advancing loan proceeds could result in you incurring penalty interest and other costs associated with late settlement.

*Conveyancing Plus holds Professional Indemnity Insurance that meets the $1,000,000.00 requirement of S25 of Lawyers & Conveyancers Act 2006 (Conveyancers: Registration & Practice Regulation 2008) together with Fidelity cover (dishonesty, fraud or malicious act or omission) up to $100,000 for any one fidelity claim.*

**A TRUE COPY OF THIS AUTHORITY, STANDARD TERMS OF ENGAGEMENT AND INFORMATION FOR CLIENTS HAS BEEN RECEIVED BY ME/US**

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Conveyancing Plus – Information for Clients** **(Keep for your records)**

Set out below is the information required by the Rules of Conduct and Client Care for Conveyancers of the New Zealand Society of Conveyancers ("Conveyancing Society").

1. **Fees:** The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms ofEngagement. We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
2. **Professional Indemnity Insurance:** We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New ZealandSociety of Conveyancers. We will provide you with particulars of the minimum standards upon request.
3. **Conveyancer’s Fidelity Fund:** The NZ Society of Conveyancers maintains the Conveyancers Fidelity Fund for the purpose of providing clients of Conveyancerswith protection against pecuniary loss arising from theft by Conveyancers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual is $1,000 or an amount equal to 60% of the money in the fund whichever is the greater at the time the claim is admitted by the Board. Conveyancing Plus has Professional Indemnity Insurance with fidelity cover for up to $100,000 for any one claim, which will be payable in the event that the Conveyancers Fidelity Fund is insufficient to provide compensation up to the maximum amount of $100,000 per claim.
4. **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 havea complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work. If you do not wish to refer your complaint to that person, or you are not satisfied with that person’s response to your complaint, you may refer your complaint to NZ Society of Conveyancers, go to www.nzsconveyancing.co.nz for contact details.
5. **Conveyancers Complaints Service** is administered by the NZ Society of Conveyancers and you are able to make a complaint to that service. To do so, emailinfo@nzsconveyancing.co.nz and you will be referred to the nearest Complaints Service Office, which can provide information and advice about making a complaint.
6. **Persons Responsible for the Work:** The names and status of the person or persons who will have the general carriage of or overall responsibility for theservices we provide for you are set out in our letter of engagement.
7. **Client Care and Service:** The Conveyancers Society client care and service information is set out below. Whatever legal services your Conveyancer is providing,he or she 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 Conveyancers owe to clients are described in the Rules of Conduct and Client Care for Conveyancers. If you have any questions, please visit www.nzsconveyancing.co.nz.

1. **Limitations on extent of our Obligations or Liability:** Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are setout in our letter of engagement.

**Standard Terms of Engagement**

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. **Services:** The services we are to provide for you are outlined in our engagement letter.
2. **Fees:** The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter. If the engagement letter specifies a fixedfee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside our agreed scope, and if requested, give you an estimate of the likely amount of the further costs. Where our fees are calculated on an hourly basis, the hourly rate will be disclosed to you in our engagement letter.
3. **Disbursements and expenses:** In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will beincluded in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
4. **GST:** Is payable by you on our fees and charges.
5. **Invoices:** We will send our invoice/s to you, in the interim if required, and on completion of the matter, or termination of our engagement. We may alsosend to you an invoice when we incur a significant expense.
6. **Payment:** Payment for purchase/sale transactions are to be paid on day of settlement. Invoice/s are payable within 7 days of the date of the invoice, unlessalternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm’s main trading bank’s 90-day bank bill buy rate as at the close of business on the date payment became due. We will be entitled to pass on to you the costs of collection of any overdue amounts including but not limited to any court fees, service fees, commissions payable for collection and Conveyancing costs on a Conveyancer/Client basis.
7. **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to debit against amounts pre-paidby you and to deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
8. **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 withyour approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.
9. **Confidentiality:** We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not

disclose any of this information to any other person except: (a) to the extent necessary or desirable to enable us to carry out your instructions, or to the extent required by law or by the Rules of Conduct and Client Care for Conveyancers.

1. **Termination:** You may terminate your instructions at any time. We may terminate our engagement in any of the circumstances set out in the Rules ofConduct and Client Care for Conveyancers. All fees due and expenses incurred must be paid up to the date of termination.
2. **Retention of files and documents:** You authorise us to (without further reference to you) to destroy all files and documents for this matter 7 years after ourengagement ends, or earlier if we have converted those files and documents to an electronic format.
3. **Conflicts of Interest:** We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of thisand follow the requirements and procedures set out in the Rules of Conduct and Client Care for Conveyancers.
4. **Duty of Care:** Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.
5. **Trust Account:** We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). We may placeyour funds on an interest bearing account if it is prudent to do so, our administration charge for funds held is 5% of the net interest earned. Up to $20 lodgement fee applies recoverable from interest earned only.
6. **General:** These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We areentitled to change these Terms from time to time, in which case we will send you amended Terms.