

# Patel Nand Legal

## Terms and Conditions – January 2026

### 1. Introduction

1.1 These terms of engagement set out the basis of our professional relationship with you in accepting and actioning your instructions.

1.2 Unless we agree otherwise in writing, these terms apply whenever you instruct us to act for you. There is no need for you to sign these terms of engagement or the attached Engagement Schedule that was sent via email in order to accept them. By giving us further instructions after we have provided these terms of engagement to you, you are deemed to have accepted these terms of engagement.

1.3 We may change these terms of engagement, in which case we will send amended terms of engagement to you, or in lieu thereof have a copy of the amended terms of engagement updated on our website [www.patelnand.co.nz](http://www.patelnand.co.nz).

#### 1.4 In these terms of engagement:

- a) “we”, “us” and “the firm” means Patel Nand Legal whether as currently constituted or not;
- b) “you” means you as our client and where appropriate the natural person who is providing us with the instructions;
- c) “Rules” means the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

#### 1.5 Our client

- a) The work we are going to undertake is for the benefit of the addressed client only. We will correspond with you via email, phone, SMS message or any agreed platform.
- b) If our client is a company, has a complex company structure or is a trust, the work we are going to undertake is for the benefit of all Trustees/directors/shareholders of the trust or company, all of which will be our clients (together, the Trustees and/or directors/shareholders). We will act on this matter, as long as all of the above agree to the following terms:

- We will be entitled to take instructions from, provide advice to and get any other relevant documentation to, act on behalf of (including entering into binding agreements on the Trustees' behalf as part of the transaction or matter), and render our invoices to the person this email is addressed to on behalf of all Trustees and each one unless any one Trustee informs us that they withdraw such authority in writing that they wish us not do so.
- We shall be entitled to share any confidential information that we receive from or provide to any Trustee relating to this matter with all other Trustees.
- We shall not act if a particular conflict arises between any Trustees; we shall be entitled to cease representing one or more trustees while continuing acting for others. Those who have no cause to act will take all reasonable steps, including taking independent advice, so enable us do this.

We may be unable to continue acting for the Trustees if we determine that their interests or instructions have become misaligned, unless such divergence has been previously identified and appropriate safeguards have been implemented to manage any actual or perceived conflicts of interest. As legal practitioners, we are bound by professional obligations that prohibit us from representing multiple clients in circumstances where there is a material risk that we may not be able to fulfil our duties to each client impartially and effectively. These duties include a fiduciary obligation of loyalty, which may prevent us from continuing to act where another client's interests or instructions materially conflict with those of the Trustees in the same matter.

At present, we are not aware of any existing or anticipated disagreements among the Trustees regarding any substantive issues or the intended approach to this matter, other than those already disclosed. The Trustees have confirmed that they consider it to be in their collective interest to share relevant information. Accordingly, we are satisfied that no current conflict of interest exists that would preclude us from continuing to act for all Trustees.

## **2. What you have asked us to do**

2.1 You have asked us to help you with the issue as set out in the attached Engagement Schedule. If you need to modify your instructions, you will need to advise us in writing. We may require you to sign another terms of engagement.

## **3. What we will do for you**

3.1 We will provide you with the legal services you request or we agree on, unless a conflict of interest or other factors prevent us from providing the legal services to you.

3.2 We are committed to doing our best to ensure that your legal needs are met in this matter. We will:

- a) act competently, in a timely way, and in accordance with instructions received and arrangements made:
- b) protect and promote your interests and act for you free from compromising influences or loyalties:
- c) discuss with you your objectives and how they should best be achieved:
- d) provide you with information about the work to be done, who will do it and the way the services will be provided:
- e) charge you a fee that is fair and reasonable and let you know how and when you will be billed:
- f) give you clear information and advice:
- g) protect your privacy and ensure appropriate confidentiality:
- h) treat you fairly, respectfully, and without discrimination:
- i) keep you informed about the work being done and advise you when it is completed:
- j) let you know how to make a complaint and deal with any complaint promptly and fairly.

3.3 In advising you we may rely on, or provide you with, information obtained from third parties (e.g. experts or witnesses or government agencies or registers.). This information may not

always be accurate and complete. We do not accept responsibility and will not be liable for any damage or loss (direct or indirect) caused by errors or omissions in information obtained from third parties.

3.4 If you are not satisfied with the way we have dealt with your complaint, you may forward your complaint to the New Zealand Law Society by email to [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz) or by telephone to 0800 261 801.

3.5 We hold professional indemnity insurance that exceeds the minimum standards required by the Law Society.

3.6 The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

#### **4. Scope of our advice and duty of care**

4.1 Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example, any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of our services or who may rely on any advice we give, except as expressly agreed by us in writing.

4.2 Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.

4.3 Our advice is opinion only, based on the facts known to us and on our professional judgment and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in or omissions from any information provided by third parties.

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

4.5 The scope of our engagement is limited to the provision of legal services and the dispensation of legal advice only. We are not qualified to nor do we purport to give advice outside of this sphere, including but not limited to building, financial, tax, valuation, town planning, or any related advices which are outside of the reasonable purview of a general practice legal practitioner. We also do not advise on the 'wisdom' of any transaction.

4.6 To the extent allowed by law, our aggregate liability to you, whether in contract, tort, equity or otherwise, in connection with our services is limited to the amount available to be payable under the professional indemnity insurance held by the firm.

#### **5. Our Fees and Charges**

5.1 In setting our fees we take into account a number of factors, including:

- a) the time spent, including time spent investigating the facts and researching the law.

- b) the skill, specialized knowledge, and responsibility required.
- c) the importance of the matter to you.
- d) the results achieved.
- e) the urgency and circumstances in which your matter is carried out.
- f) the degree of risk assumed by us in undertaking the services, including the value of any property involved.
- g) the complexity of the matter and the difficulty or novelty of the questions involved.
- h) the experience, reputation and ability of the lawyer.
- i) the possibility that the acceptance of your instructions will preclude engagement of the lawyer by other clients.
- j) whether the fee is fixed or conditional.
- k) any quote or estimate of fees given to you.
- l) any fee agreement.
- m) the reasonable costs of running a practice
- n) the fee charged in the market and locality for similar services.

5.2 The basis upon which we will charge our fees are set out in our emailed Engagement Schedule but shall otherwise be determined in accordance to the above factors. Where we have indicated that work will be carried out on a time-scale basis, our hourly rates (GST exclusive) will be listed in the engagement schedule sent to you.

5.3 If the engagement schedule specifies a fixed fee, we will charge this for the agreed scope of the services to be carried out. Work which falls outside that scope will be charged on a time scale set out in the Engagement Schedule. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs. There may however be circumstances which require us to carry out these instructions on an urgent basis (particularly if there are situations which require us to protect your position with relative immediacy, or if we are unable to reach you). In these cases, you permit us to carry out these additional works without having to first inform you of those additional works.

5.4 Where our fees are calculated on a time scale, the hourly rates of the people we expect to undertake the work are set out in our Engagement Schedule. Time spent is recorded in six-minute units. Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable. The time spent includes all time spent to carry out the work or to enable the person to carry out the work, which will include activities such as research, file organisation and management, coordination, file noting, communication, billing, and other related activities.

5.5 We will endeavour to give you a fee estimate on request, though this is not always possible in all matters. the fee estimate will be a guide only and is not a fixed quote. We will advise you if it becomes apparent that the fee estimate will be significantly exceeded due to changing instructions or other issues arising which require unexpected additional work. The hourly rates vary from staff to staff and may change at any time.

5.6 Our professional fee estimates or quotes are GST exclusive.

5.7 In addition to our professional fees, we will charge you also for the following:

- a) Office Administration Charges that covers the costs of our office sundry expenses that includes costs of photocopying, printing, phone charges, database and digital archiving, etc;
- b) all disbursements which we incur in the course of carrying out the engagement. This includes but is not limited to travel, Land Information NZ costs, Companies Office costs, Court charges, Immigration NZ fees, or any other disbursements;
- c) any administrative costs which we incur to carry out our obligations under the AML/CFT, FATCA (if applicable), or additional compliance checks which we are obligated to comply by legislation and regulations implemented from time to time. This includes but is not limited to keeping and maintaining client files;
- d) trust account administration charges in relation to maintenance of trust account records and interest-bearing deposits. These charges are charged when funds are being held in our trust account for a period greater than six months, whereupon we shall be entitled to charge a reasonable fee not exceeding
- e) \$150 for every full year that the funds remain in our trust account.

5.8 For a matter with a relatively short lifespan (which occurs for most residential conveyancing matters), we will ordinarily render a bill at the conclusion of the matter. For other matters, we will render a bill to you at such reasonable intervals.

5.9 If you engage us to carry out a matter where your legal costs are recoverable against the opposing side (which often happens in commercial lease matters), the primary obligation to pay our costs will remain with you. We do not carry out contingency work unless we agree beforehand in writing. If the recovery action does not succeed for any reason, then you will still be liable to pay for our professional fees in carrying out the recovery action.

## **6. Litigation and/or Dispute Resolution**

6.1 Our general advices in relation to all dispute resolution or litigation engagements are as follows:

### ***Litigation risk***

- a) We do not guarantee success in any litigation or dispute resolution matters.
- b) Where you are making a claim for money, we do not and cannot guarantee that you will recover the money even if you should succeed in court proceedings.
- c) Unless we advise you otherwise, formal proceedings will always carry costs risks. If you do not succeed in your claim or part of your claim, then the Court may make a determination that you pay the costs of the opposing side. If you succeed, then the Court may make a determination that the opposing side pays some of your costs. Unless there are very specific factors in a particular proceeding (which we will advise you on), the costs are charged on a scale-basis.

### ***Obligations to the Court***

- a) Our professional obligations to you run concurrently with our obligations to the Court as officers of the Court.
- b) Part of those obligations require us to take reasonable care to ensure that you and any other person to whom discovery obligations are imposed understand and fulfils those discovery obligations.
- c) Part of our obligations require us to not mislead the Court. If at any stage during a proceeding we are being asked to carry out an instruction which would mislead the Court or will in any way require us to breach our fundamental obligation to the Court, then we may terminate our engagement immediately.
- d) Barrister engagement
- e) We may from time to time consider it necessary to involve the services of a barrister at any stage in a litigation proceeding (whether prior to or after instituting proceedings). If we do so, you agree to pay for and further agree to indemnify us for all costs that the barrister may charge.
- f) Please keep in mind that our costs will be paid in addition to the costs of the barrister. This is because barristers' involvement in dispute resolutions matters often still require our involvement and input.
- g) We will from time to time request that a retention be paid to our trust account to cover the costs of the barrister.

## **7. Our trust account**

7.1 If you need to pay money into our trust account for a transaction, that payment must be cleared funds. If payment is made in anticipation of settlement, we will require payment by cleared funds well in advance of the settlement date. We will not be responsible for any delays should we unable to achieve settlement as a result of funds paid to our trust account which is unable to clear by the settlement date.

7.2 We may ask for payment in advance for expenses payable to third parties on your behalf and/or as security for professional fees (retainer). This money will be held in our trust account on your behalf and will be used to pay: (a) any charge as they are due; and (b) ourselves, immediately after sending you our account. You will receive a statement showing how this money has been spent.

7.3 If we are holding your money in our trust account for any length of time in our trust account we will usually put it into an interest-bearing deposit depending on the amount and the expected duration that the funds are to remain in our trust account. We will not be obligated to deposit funds into our interest-bearing deposit if the anticipated interest accrued for such deposit does not exceed the sum of \$100 (after RWT and administrative expenses).

7.4 Where monies are held in our trust account on an interest-bearing deposit for you, we may charge an administration fee of up to 10% of gross interest earned.

7.5 We are obligated to follow your instructions in relation to how funds in our trust account are to be disbursed. Where we carry out a standard- scope engagement on your behalf, you hereby authorise us to make those deductions which are ordinarily made in relation to those transactions. For residential conveyancing matters, this includes but is not limited to council

rates payments, water charges, body corporate charges. For commercial matters, this can also include payments to landlords for arrears.

7.6 You also hereby authorise us to deduct fees from all such funds which we are holding in our trust account on your behalf. This authority extends to any other entity, company, trust, incorporated or unincorporated societies, which may engage us from time to time where you hold the effective control.

#### ***Payment of bills and recovery***

7.7 Please ensure prompt payment of our bills. Our bills are due for payment within seven days of us providing you with the bill or as otherwise agreed with us in writing. If we do not receive payment within this timeframe, interest automatically accrues at a monthly rate of 1.25% compounding monthly and will commence from the due date until such time that all outstanding arrears (including interest and costs, if any) are repaid.

7.8 If you do not make payment of our bill by the due date, we may at any time commence recovery action against you. You agree to pay for our costs, including legal costs on a solicitor-client and on an indemnity basis, for all such sums which we might have had to expend in the enforcement or attempted enforcement of our rights, power, or remedy under these terms of engagement. You also agree to pay us for any costs which may be charged by a credit collection company (for example Baycorp).

7.9 In consideration of us agreeing to deliver legal services to you, you hereby grant to us a mortgage over any property owned by you. The mortgage secures all the firm's unpaid fees, any funds which we may advance to you (including but not limited to disbursements incurred in the course of an engagement) and any costs incurred pursuant to clause 7.8 above (such sums together referred to as "Secured Sums"). Such mortgage will be on terms set out in Mortgage Memorandum 2018/4346. We may and shall be entitled to register a caveat over any such property.

7.10 As a separate and independent obligation to that contained in clause 7.9, and in consideration of us agreeing to deliver legal services to you, you also hereby grant to us a mortgage over any property owned by any entity person or trust in which you have effective control (including any company or family trust). This mortgage secures the Secured Sums and will be on terms set out in the Mortgage Memorandum 2018/4346. We may and shall be entitled to register a caveat of any such property.

#### **8. Services carried out electronically**

8.1 Given the increasing sophistication through which we see people carrying out fraud in the legal industry, we now require all of our clients to call us first to verify our trust account details before they transfer any money through our firm. We are aware of situations where client's emails are hacked which allow those individuals to pass off as our firm giving an incorrect bank account number purporting to be our trust bank account details. We do not accept any responsibility should payment be mistakenly made if the above process is not adhered to.

#### **9. Confidentiality**

9.1 Any information that you give us will be treated as confidential by the firm. The only exceptions are where you authorize us to disclose such information, where it is needed to carry out your instructions and to fulfil our professional duties or as required by law.

9.2 We comply with the information privacy principles set out in the Privacy Act 1993 when we collect, use and disclose information about you (personal information) and if the circumstances require, about people who are your employees, directors or principals. In such circumstances, you need to make sure that these people are aware that our acting for you may involve collection of personal information about them.

## **10. Conflict of Interest**

10.1 We are 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) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.

10.2 We have 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 we cannot act for you further in a particular matter and we may terminate our engagement.

## **11. Limitations of our obligations or liability**

11.1 Our liability to you arising out of or in connection with our engagement or the services we provide in respect of any breach of contract, tort (including negligence), breach of statutory duty or otherwise is limited to a maximum of five times the fee charged on the matter.

11.2 Where we instruct a third party on your behalf we are not responsible for any act or omission of the third party.

11.3 We are not liable for any loss suffered by you caused by third parties hacking or otherwise interfering with our information technology systems.

11.4 Where you are using our services for business purposes you acknowledge that none of the rights or remedies under the Consumer Guarantees Act 1993 apply to this engagement or the services we provide.

## **12. Termination**

12.1 You have the right to terminate the engagement at any time given that you give us reasonable notice of the termination. Reasonable notice will differ from situation and will depend on nature of the engagement and the type of work which was required to be carried out at the time that we receive notice of termination. Your right to terminate the engagement does not affect our right to be paid for the work which has been carried out. Where you seek to terminate an which was made on a fixed-fee, then we shall be entitled to charge a reasonable portion of the fixed fee quotation taking due consideration of the work already carried out and the work which is not yet performed. Please keep in mind that we will still be able to charge separately for any work carried out which falls outside of the scope of an ordinary engagement even though the engagement was given on a fixed-fee basis.

12.2 Our professional obligations preclude from terminating this engagement unless there is a good cause for us to do so. In this respect, we adhere to the obligations set out in the Rules, and these circumstances include the following situations:

- a) if you give us instructions that require us to breach any professional obligations;

- b) if you are unable or if you fail to pay a fee on an agreed basis, or in the absence of an agreed basis, a reasonable fee at an approbative time;
- c) if you mislead or deceive us in a material respect;
- d) if you fail to provide instructions to us in a sufficiently timely manner;
- e) except in litigation matters, if you adopt a course of action against our advice that we believe is highly imprudent and may be inconsistent with our fundamental obligations.

12.3 If you wish to terminate our engagement, you may do so at any time by giving notice of the termination to our office.

### **13. Other terms**

13.1 The terms of this agreement are governed by New Zealand law and are binding on you, your executors, administrators and successors. You may not assign or transfer any rights or obligations under these terms or any other agreement that we have with you.

13.2 If for any reason whatsoever, any term in this terms of engagement to any extent be invalid or unenforceable, all other terms of this terms of engagement shall not be affected thereby and each term of this terms of engagement shall be separately valid and enforceable to the fullest extent permitted by law.

13.3 You hereby authorise us to make all reasonable and confidential credit enquiries about you from any appropriate information provider.

13.4 If you are acting on behalf of an entity, whether incorporated or not (for example, a trust, company, incorporated, or unincorporated society) that entity and all its officers who are actively giving us instructions, jointly and severally, guarantee payment of our invoices.

13.5 Where you give us any instructions which requires us to give binding undertakings or representations, you may not revoke that instruction.

13.6 Subject to any legal requirement, we will retain the file that we create for your work on any matter for a minimum of seven years after we finish working on that matter. We may hold that file electronically rather than physically. After that time, we may destroy that file without contacting you.

13.7 If you wish to retain all or part of the paper file (where we have held one), please advise us in writing before the matter is completed.

### **14. Anti Money Laundering**

14.1 If we are undertaking captured work on your behalf, we will be required to obtain and verify your identity documents.

14.2 You will be contacted by a member of our team, or by the external electronic verification company, Dimension GRC.

14.3 If you do not provide us with the requested information within the specified timeframe, we may decline to begin or continue working on your behalf.

14.4 The cost of any electronic verification carried out by Dimension GRC will be charged to you as a disbursement on your invoice.

14.5 In addition, an internal AML administration fee will apply for new clients and for matters where AML verification has not already been completed through Dimension GRC. This fee reflects the time and resources required by both the instructing author and our compliance officer to meet statutory obligations. It covers tasks such as submitting your information for verification, reviewing and confirming the external party's AML documentation, ensuring compliance with legislative requirements, and ongoing monitoring throughout the matter.

Please feel free to contact us on (09) 522 2757 or email [lawyers@patelnand.co.nz](mailto:lawyers@patelnand.co.nz).