



## O'Brien Legal Limited Terms of Engagement

### Introduction

These Terms of Engagement set out the standard terms on which O'Brien Legal Limited, a New Zealand limited liability company, provides legal services to clients. O'Brien Legal Limited complies with the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers ("Rules of Conduct").

Rachel O'Brien is the principal lawyer of O'Brien Legal Limited. References to 'I', 'me', or 'my' in these Terms refer to O'Brien Legal Limited.

The Client Care and Service Information I am required to provide to you is set out below.

### Agreement

My client on any particular matter will be the party identified as such in the engagement letter for the matter or as otherwise agreed ("you").

These terms apply whenever you ask me to work on something for you. You don't need to sign anything to confirm your agreement – I'll assume you accept these terms if you keep using my services.

I can update these terms at any time. The new terms will apply to any work I start for you after I've sent you the updated version. If you have any questions, please contact me.

### Scope of Services

I will provide legal services in accordance with your instructions and as outlined in my engagement letter. The engagement letter will confirm that I am responsible for overseeing your work. If needed, I may involve external support, such as barristers or experts, to assist with specific aspects of your matter. It's important that we have a clear understanding of your instructions and expectations, so please let me know if you have any specific requirements.

My advice is limited to New Zealand law. If I assist you on matters governed by foreign law, I do so on the basis that I do not accept any responsibility for your legal position under that foreign law. My services do not include legal advice on tax-related issues, investment advice, or insurance advice. If you require advice in these areas, I recommend seeking assistance from a specialist such as an accountant, financial adviser, or insurance professional.

My duties are owed to you alone. Unless we agree in writing or the law requires it, my responsibilities do not extend to others, such as shareholders, related companies, directors, employees, or family members. If anyone else wants me to act for them, they must enter into a separate agreement with me.

My advice is for your benefit only. If anyone else wants to rely on it, they need written approval from both you and me. You also cannot use my name or opinions in any public documents, such as offering statements or financial reports, without my written consent. Unless the law requires it, you cannot share my advice with third parties or government agencies without my agreement.

My advice applies only to the specific issues I address and does not extend to anything else. Once I complete my work on a matter, my representation of you will end. I am not obliged to notify you of any subsequent changes in the law or to provide further services related to that matter.

I may update these terms at any time. Any amended terms will apply to all matters I start working on after I have sent you the updated version.

### **Estimates**

You may request an estimate of my fee for undertaking the services at any time. If possible, I will provide an estimate, which may be a range between a minimum and maximum amount or a specific amount for a particular task or step. An estimate is not a quote.

Any significant assumptions in the estimate will be stated, and you must tell me if those assumptions are incorrect or change. I will inform you if I am likely to exceed the estimate by a substantial amount. Unless specified, an estimate excludes GST, disbursements, and expenses.

### **Fees and Disbursements**

My fees will be charged in accordance with the New Zealand Law Society's requirements to ensure they are fair and reasonable. Unless we agree otherwise, my fees are based on the time spent on your matter, charged at my hourly rates, and adjusted as appropriate to reflect factors such as:

- Specialised knowledge.
- Urgency.
- The results achieved.
- The importance of the matter.

Unless I tell you otherwise, my rates and cost estimates do not include GST.

Disbursements and office services will be charged separately and itemised on invoices.

If your instructions are not completed for any reason, I will charge you for the work I have done, and any costs incurred up to that point.

### **Invoices**

I will send interim invoices to you, usually monthly, and on completion of the matter or termination of my engagement. I may send invoices more frequently if I incur a significant expense or undertake a substantial amount of work over a shorter period. All invoiced amounts are payable in New Zealand dollars.

### **Payment Terms**

Invoices are payable within 14 days of the invoice date unless we have agreed on alternative arrangements.

If you have difficulty paying any of my invoices, please contact me promptly to discuss payment options.

If your account is overdue, I may:

- a) Charge interest on overdue payments at a rate of 5% above the Official Cash Rate.
- b) Stop work on any matters in respect of which I am providing services to you.
- c) Require an additional payment of fees in advance or other security before recommencing work.
- d) Recover from you in full any costs I incur (including on a solicitor/client basis) in seeking to recover the amounts owed, including my own fees and any collection agency fees.

### **Conflicts of Interest**

I am obliged to protect and promote your interests to the exclusion of third parties and myself, as required by the Rules of Conduct. This may result in situations where a conflict of interest arises.

I have procedures in place to identify and manage conflicts of interest. If a conflict arises, I will inform you and follow the requirements of the Rules of Conduct. In some cases, this may mean I can no longer act for you and may need to terminate our engagement.

If you believe a conflict of interest has arisen or may arise, please inform me immediately.

### **Termination of Engagement**

You may terminate our engagement at any time by providing notice. I may terminate this agreement in the circumstances permitted by the Rules of Conduct. In either case, you will be charged for services rendered up to the termination date.

### **Insurance**

I hold insurance cover that meets the New Zealand Law Society's requirements.

### **Limitation of Liability**

To the extent allowed by law, my aggregate liability to you (or any other persons) in connection with any matter (or series of related matters) is limited to NZ\$1,200,000 (including interest and costs).

The limitations in this clause apply to liability:

- a) Of all kinds, whether in contract, tort (including negligence), equity, under statute, or otherwise.
- b) Arising from any aspect of my involvement in any matter, including the provision of professional services, the use, storage, and transmission of data or information, and the use of any electronic communications.

I will not be liable for any indirect or consequential loss or damage arising out of your engagement with me.

I will not be liable for any loss or damage caused by information or advice provided by any third party or public register, including to the extent my advice relies on such information.

The Consumer Guarantees Act 1993 will not apply if you are in business and acquiring my services for business purposes. If the Consumer Guarantees Act 1993 does apply, nothing in these terms excludes or modifies any guarantee, right, or remedy available under the Act.

### **Confidentiality**

I am committed to protecting the privacy and confidentiality of all information you share with me, except where disclosure is required by law, the Rules of Conduct, or authorised by you. Please note that you will not have access to any confidential information I hold about other clients or potential clients.

Your information will be managed in accordance with the O'Brien Legal Privacy Policy (the latest version is available on the O'Brien Legal website).

### **Intellectual Property**

I retain all ownership rights in all intellectual property of any kind created by me for you. However, once my fees are paid, you are welcome to use the documents for their intended purposes.

### **Artificial Intelligence**

From time to time, I may use artificial intelligence software for legal research, legal drafting, discovery work, responding to emails, and answering phone calls. You agree and authorise me to use artificial intelligence for these purposes.

### **Due Diligence Obligations**

I am required to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, the Tax Administration Act 1994, and other relevant laws. This includes carrying out customer due diligence on you and, where applicable, individuals and entities associated with you.

I may need to collect and verify information about you and others associated with you to meet these obligations. If you are unable to provide the requested information, I may not be able to act or continue acting for you.

### **Electronic communications**

Unless we agree otherwise, I may communicate with you and others by email or other electronic means. These communications can sometimes be intercepted, tampered with, or affected by viruses or other issues ("corruption"). I am not responsible for any loss or damage caused by corrupted electronic communications.

If you are ever unsure about the authenticity of a communication or document that appears to come from me, please contact me immediately.

### **Governing Law**

These Terms of Engagement are governed by New Zealand law. Any disputes will be subject to the exclusive jurisdiction of the New Zealand courts.

### **Trust Account**

O'Brien Legal does not operate a trust account.

### **Further Information**

Client Care and Service Information is set out in Appendix 1.

## **Appendix 1: Client Care and Service Information**

At O'Brien Legal, I am committed to following the Rules of Conduct and Client Care for Lawyers. To help you understand your rights, I've outlined some key points about those rules and the options available to you as a client.

### **Client Care and Service**

No matter what legal services I provide, I will:

- 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 your objectives with you and how they should best be achieved.
- Provide you with information about the work to be done, who will do it, and how the services will be delivered.
- Charge 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 Rules of Conduct and Client Care for Lawyers outline these obligations, but they are also subject to our broader duties to the courts and the justice system.

If you have any questions, feel free to discuss them with me or contact the New Zealand Law Society at [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or by calling 0800 261 801.

### **Complaints**

I take complaints seriously and have procedures in place to ensure they are handled quickly and fairly.

If you have concerns about my services or fees, please contact me directly:

- Email: [rachel@obrienlegal.co.nz](mailto:rachel@obrienlegal.co.nz)
- Phone: 027 567 8585

Alternatively, you can contact the New Zealand Law Society's complaints service by:

- Calling 0800 261 801
- Emailing [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz) or
- Visiting their website at [www.lawsociety.org.nz](http://www.lawsociety.org.nz).

### **Compliance obligations**

I am required to comply with all applicable laws, including (but not limited to):

- Anti-money laundering and countering financing of terrorism laws; and
- Laws relating to tax and client reporting and withholdings.

To meet these obligations, I may need to carry out customer due diligence on you, anyone acting on your behalf, and other relevant persons such as beneficial owners or controlling persons. I may not be able to start or continue acting for you until this is completed.

To ensure compliance, I may also need to provide information about you or related persons to third parties such as government agencies. In some cases, I may not be able to notify you if I am required to share this information. Please ensure that anyone involved is aware of this and consents to it. It is also important that all information provided to me is accurate. If information is missing, incorrect, misleading, or in breach of any law, I may need to terminate the engagement.

### **Keeping your records**

I will retain or dispose of your records in accordance with my Terms of Engagement. I will provide copies to you on request in accordance with my obligations under the Privacy Act 2020. I may charge for the cost of providing records to you.

### **Professional Indemnity Insurance**

I hold professional indemnity insurance that meets the minimum standards set by the New Zealand Law Society. I can provide details of these minimum standards on request.

### **Limitations on extent of our obligations or liability**

Limitations on my obligations to you, or any exclusions of liability, are set out in my Terms of Engagement. Any other limitations will be communicated to you in writing.

### **Lawyers' Fidelity Fund**

The New Zealand Law Society operates the Lawyers' Fidelity Fund to protect clients from losses caused by theft by lawyers. The fund can compensate up to NZ\$100,000.

However, it generally does not cover losses related to money a lawyer is instructed to invest on a client's behalf.

If you have further questions, please don't hesitate to get in touch.