



## TERMS OF ENGAGEMENT

Thank you for engaging with our company. We are pleased to act for you and look forward to working with you. This letter of engagement sets out the scope of services ("**Services**") to be provided by New Zealand Trustee Services Limited (referred to in this document as "**NZTS**", "**us**" or "**we**") and the fees to be charged.

## SERVICES TO BE PROVIDED

### 1. Initial establishment of your Trust

We will provide the following services for the establishment of your Trust:

- Preparing Trust establishment documents, including the following:
  - Trust Deed; and
  - Application for IRD number.
- Preparing supporting documentation for the Trust, including the following:
  - Memorandum of Wishes;
  - Sale and Purchase Agreements;
  - Deed of Acknowledgment of Debt;
  - Licence to Occupy and/or Management Agreements;
  - Deed of Forgiveness/Partial Forgiveness of Debt; and
  - Trustees resolutions.

### 2. Ongoing management of Trust

We will also provide the following ongoing trustee and administration services ("**Ongoing Services**"):

- An annual meeting;
- Completion of deed of forgiveness of debt (if applicable);
- Preparation of annual minutes;
- Review of Memorandum of Wishes;
- NZTS to act as the independent trustee; and
- Other day-to-day trust administration services, including:
  - Maintaining an up to date register of trustees, beneficiaries and trust property;
  - Assembling and maintaining the trust minute books and centralised trust records;
  - Preparation of Trustees Resolutions and other additional documentation as required;
  - Maintaining compliance requirements, policies and procedures; and
  - Implementing trustee decisions and coordinating the signing documentation.

## GENERAL TERMS

### 1. Communications

- (a) You will provide us with your contact details and promptly advise us of any changes.
- (b) We may communicate with you and others by electronic means. Such communications can be subject to interference or interception or contain viruses or other defects ("**corruption**"). We do not accept responsibility for, and will not be liable for any damage or loss caused in connection with or as a consequence of, the corruption of an electronic communication.
- (c) With your permission, we may provide you from time to time with other information that may be relevant to you such as Newsletters, Investment Updates, Will Reviews and other promotions. At any time, you may request that this not be sent to you.

## 2. Financial

- (a) All fees listed below are exclusive of GST. All GST is payable by you on these fees and charges.
- (b) Work that falls outside of the scope of services provided in this engagement letter will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary to provide services outside of the agreed scope.
- (c) Where our fees are calculated on the on an hourly basis, the hourly rate is \$250 per hour plus GST.
- (d) In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in your invoice when the expense is incurred.
- (e) Payment of the fees to us will be made within 14 days of issuing the invoice, unless other arrangements have been agreed to prior to the commencement of any work undertaken by us. If payment of your invoice is overdue we may charge interest of any overdue amount.
- (f) Where authorised by you we can immediately apply any funds we receive from you to any outstanding accounts. Should we receive more than is outstanding it will be held against your account as a credit to be used towards future fees.

## 3. New Zealand Privacy Act 2020 (the Act) Disclosure

The information supplied by you will be retained by New Zealand Trustee Services in terms of the Act and will be used in arranging or administering any product or service provided to you by New Zealand Trustee Services Limited or its related companies. You have the right to see all personal information held about you by New Zealand Trustee Services. You have the right to access your information at any time and if the information held about you is inaccurate, you have the right to request a correction. With your consent, such information may be used to further our relationship with you. This includes the provision of products, services or information that will be of interest. This may be in the form of client newsletters, brochures or offers sent by post or email. Subject to any compliance, statutory or regulatory requirements, the information held will not be disclosed without your consent to anyone outside of New Zealand Trustee Services. The information provided on other parties such as beneficiaries and other trustees that are not party to the sign off of this document is deemed to have authorised the person/s filling in and signing off this document to provide the appropriate information. You can find our full policy on our website - <https://www.nztrustees.co.nz/privacy-policy/>

## 4. Storage & Security

NZTS shall ensure that the information provided is protected, by such security safeguards as is reasonable in the circumstances to take against;

1. Loss;
2. Access, use, modification, or disclosure;
3. Other misuse; and
4. When it is necessary for the information to be given to a person in connection with the provision of a service to NZTS, everything reasonable within the power of NZTS is done to prevent unauthorised use or unauthorised disclosure of the information from that person.

## 5. Retention of files and documents

You authorise us to destroy all files and/or documents that we hold in safe custody for you, 7 years after our engagement ends, or earlier if those files and/or documents have been converted to an electronic format.

## 6. Duty of Care

Our duty of care is to you and not to any other person. We must expressly agree before any other person may rely on our advice.

## 7. Governing Law

New Zealand law governs our relationship with you and New Zealand courts have non-exclusive jurisdiction.

## 8. Termination

You may terminate our provision of Services subject to the terms of our appointment at any time by giving written notice to NZTS. If the Services are terminated, you must pay us all fees due, and all expenses incurred, up to the date of termination.

## 9. Agreement

- (a) You have engaged NZTS to provide the Services outlined in this letter (which may be altered by a written agreement between you and NZTS).
- (b) You fully understand that by authorising us to undertake the preparation of your trust that you are now liable to meet all costs as disclosed in this engagement letter.
- (c) You acknowledge that we reserve the right to retire you as a client if we feel that your actions will place us in a position where the credibility of our company could be questioned.
- (d) You acknowledge that we reserve the right to review our fees and increase them accordingly without formal notification.
- (e) You acknowledge that if your trust or trustees of your trust are required to be represented in a Court of Law in any jurisdiction that you will be personally liable and responsible to meet all court costs.
- (f) You acknowledge that any advice given, by a NZTS employee who is also a solicitor, is done so in their capacity as your Trust Manager and an employee of NZTS not in their capacity as a solicitor.

## 10. Limitation of Liability

In providing services to its clients, we and our employees shall not, in the absence of fraud, wilful misconduct or gross negligence, be responsible for any loss of damage sustained or suffered as a result of or in course of the discharge of the duties specified and shall be indemnified against any such loss or damage by the trust and its beneficiaries.

## FEES APPLICABLE

We set out below a summary of the fees applicable to the Services.

### Fees relating to Trust establishment (excluding GST)

<b>Family / Business Trust (NZTS prepares all documents)</b>	<b>\$2,750</b>
<b>Second Trust with NZTS or New Trust with Trust Deed prepared by external firm</b>	<b>\$1,750</b>
<b>New Trust - Trust Deed &amp; all Supporting Documents prepared externally</b>	<b>\$1,000</b>
<b>Parallel Trusts</b>	<b>\$2,250 (per Trust)</b>
<b>Next Gen Trust</b>	<b>From \$750</b>
<b>Resettlement</b>	<b>\$2,750</b>
<b>Retirement &amp; Appointment of NZTS – All documents prepared by NZTS</b>	<b>\$1,750</b>
<b>Retirement &amp; Appointment of NZTS – All documents prepared externally</b>	<b>\$1,000</b>
<b>Retirement &amp; Appointment of NZTS – Multiple Trusts</b>	<b>From \$1,250 (per Trust)</b>

*Please note that our establishment fees do not include any solicitor fees, bank charges, accounting fees, fees associated to asset valuations or share broker's fees. Solicitor fees for conveyancing will vary firm to firm however allow approximately \$1200 - \$1800 + GST.*

## Ongoing management fees (excluding GST)

### Annual Fee

(this fee includes the annual meeting, preparation of the annual minute and our fee for acting as the professional trustee and the associated risk and fiduciary responsibilities)

**\$575**

### Additional fees (excluding GST)

Please note that the fees detailed below are a base fee for the preparation of the relevant documentation, depending on the complexity of the transaction an additional fee for time and cost may be applicable.

Deeds (Parallel Trust - \$150 each)	from \$250
Minute / Resolutions – (Parallel Trust - \$125 each)	from \$175
Authority & Instruction – re property purchase/sale	from \$250
Will amendments	from \$150
Signing Fee (includes perusal and execution)	from \$150
Urgency Fee	\$50
Time in Attendance (hourly)	from \$250
Out of Hours – Meetings completed out of standard opening hours (9-5 Mon-Fri) (Meetings agreed at Trust Manager Discretion - fee in addition to Annual Review)	from \$250
Out of office face to face meeting (Meetings agreed at Trust Manager Discretion and fee in addition to Annual Review)	from \$250
Wind up / Retirement (this will be discounted to \$350 should the relevant Deeds be prepared externally)	from \$500
Enduring Powers of Attorney – Property or for Care & Welfare	\$400 for one document \$600 for two documents
Standalone Will (not affiliated with a Trust)	from \$250

## To enable NZTS to fulfil our obligations as a Trustee, and by signing this letter of engagement, you:

- agree to us providing you the Services in accordance with the terms of this letter of engagement and our initial terms of engagement;
- agree to provide us with information about investments and cash movements as may be necessary to enable us to prepare and maintain trust records;
- agree to provide us with copies of insurance certificates; bank statements, accounts, financial statements and investment portfolios annual and/or as requested by us;
- agree to meet with us on a yearly basis to review the Trust's circumstances, to ensure that your Trust is compliant with applicable laws and meets the standards that we must adhere to;
- acknowledge that you are liable for payment on all work completed and invoiced;
- agree to disclose all relevant information to us in respect of the Trust and any material changes in your circumstances;
- acknowledge that depending on the urgency and nature of a request an urgency fee and/or signing fee may be applicable; and
- acknowledge we reserve the right to review our fees and increase them accordingly without formal notification.

These terms apply to any current engagement and also to any future engagement, whether or not you have been sent another copy of them.

The above terms are accepted and you are requesting NZTS act under these conditions.

Name	Signature	Date