



Robyn Young HR

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www.robvnyouna.co.nz

Terms of Engagement

Purpose

This document:

- sets out the standard terms for how we do work for our clients;
- explains what you can expect from us and what you agree to when we work for you; and
- applies to any current work and to any future work we do for you (unless we agree in writing to change these terms).

If you have any queries about these terms, please contact the person responsible for dealing with your work.

Our service to you

When we do work for you, we will:

- protect your privacy and confidentiality;
- act competently, promptly and according to your instructions;
- protect and promote your interests;
- give you clear information and advice;
- keep you informed about progress; and
- treat you fairly and respectfully.

Reliability

Only you can rely on our advice. If you want any third party (i.e. shareholder, director, family member or related company) to be able to rely on our advice, then our prior written agreement is required.

Conflict of interest

If a conflict of interest arises we may need to stop working with you. We have procedures for dealing with situations where the interests of two or more clients may conflict. If a legal or business conflict arises, we will contact you as soon as possible to resolve the situation.

Confidentiality

We consider client confidentiality to be of the utmost importance. We treat all information received from you in the course of your matter in strict confidence.

In particular the RYHR employees performing work for you:

- will treat confidential information you give as being given only to them;
- may disclose confidential information within RYHR as required in order to perform the work; and
- will not disclose to you or tell you of the existence of any confidential information of third parties which may be known to them or any other RYHR employees.

If required, or if we consider it appropriate, we will reinforce the confidentiality of information by adopting additional procedures among RYHR staff.

We will not use or share your confidential information unless:

- you agree or ask us to; or
- the law requires us to.

Intellectual Property

RYHR retains ownership of any of its existing intellectual property and any intellectual property rights (including copyright) developed by RYHR in undertaking work for you belongs to RYHR.

You have a non-exclusive licence to use that intellectual property only for the purposes of the work RYHR has undertaken for you.

Your consent

By accepting the terms of engagement set out in this letter:

- you consent to us communicating with you using electronic means;
- you acknowledge that whilst RYHR will take reasonable precautions to ensure such electronic communications are reliable and secure, RYHR cannot be certain that electronic communications are error free;
- to the extent allowed by law, you consent us to publicly disclose that you are a client and to generally describe our work for you;
- you consent to us processing your individual data for the purposes of providing you with our services, preparing and sending you marketing material, newsletters and all other legitimate business purposes; and
- you acknowledge that for RYHR to comply with its obligations concerning anti-money laundering, anti-bribery, anti-terrorism and similar laws, RYHR may have to carry out due diligence on you before RYHR can provide you with its services.

Privacy

RYHR is committed to protecting your privacy.

RYHR collects the full name and contact details of its clients. Our Privacy Policy, which is accessible from our website (www.robbyoung.co.nz), describes how we collect, hold, use and disclose personal information in compliance with the information privacy principles (**IPPs**) under the Privacy Act 2020. Our privacy policy also serves as notification of the matters in relation to the handling of personal information as required under the IPPs.

Client Files

Information concerning you and your matters will be stored physically at our office or electronically with third party data storage providers.

On completion of the matter, we will retain all documents relating to it in paper or electronic form. We have procedures for destroying our files when an appropriate period has elapsed after the matter has completed. Please let us know if you prefer an alternate arrangement.

We are entitled to keep your documents, funds and objects while there is money owing to us for our charges. If you request any retained documents, you will be liable for the cost of storing, any retrieving, sorting and copying and our professional fees in connection with those activities.

Limitation of liability

To the extent permitted by law, our total liability to you (or any other person) in connection with any claim concerning your matter is limited to the amount payable under any insurance held by RYHR up to a maximum of 5 times the fees charged on your matter (excluding GST and disbursements).

Legal jurisdiction

These terms of engagement are governed by the laws of New Zealand. Any dispute between us is to be resolved before a New Zealand Court.