

# Public Trust Prepaid Funeral Trust Application Form.



Customer details (Note: \* denotes a mandatory field)

|                           |  |                            |  |
|---------------------------|--|----------------------------|--|
| Title                     |  | Town and country of birth* |  |
| First and middle name(s)* |  | Date of birth*             |  |
| Surname / family name*    |  | Occupation                 |  |

## Residential address

|                       |  |
|-----------------------|--|
| Number/street*        |  |
| Suburb*               |  |
| Town/city*            |  |
| Postcode*             |  |
| Country of residence* |  |
| Home phone*           |  |
| Mobile                |  |

## Postal address (if different from residential address)

|                         |  |
|-------------------------|--|
| Number/street or PO Box |  |
| Suburb                  |  |
| Town/city               |  |
| Postcode                |  |
| Country                 |  |
| Email address*          |  |

## Tax details

Are you a New Zealand tax resident?\* Yes ☐ No ☐

New Zealand IRD number\*

Are you a US tax resident or US citizen?\* Yes ☐ No ☐

Are you a tax resident of any country other than New Zealand?\* Yes ☐ No ☐  
*if yes, please complete details to the right*

|                           |  |
|---------------------------|--|
| Country of tax residence* | TIN** (Taxpayer Identification Number) |
|                           |  |
|                           |  |
|                           |  |

\*\* if TIN is not provided, please include a reason

## Funeral instructions

Have your funeral instructions been included in your will?

- ☐ Yes, my will is currently held at \_\_\_\_\_
- ☐ No, I would like to talk to Public Trust about updating my will or making a new will

## Initial contributions

I would like to make an initial contribution of\* (minimum \$500 excluding set up fee)

\$

## Ongoing contributions

I would like to make a regular contribution of\* (minimum \$50 every fortnight; \$100 every 4 weeks, every month or every 3 months)

\$

I would like the frequency of these regular contributions to be every:

☐ fortnight ☐ month

☐ 4 weeks ☐ 3 months

Please ensure that you complete the attached direct debit payment authority form.



## Terms and conditions

### Fees

In addition to the set up fee, a closure fee applies when the trust is closed. The closure fee will be charged at the rate applicable on the date the trust is closed, and will be deducted from the trust. Public Trust reserves the right to change the fees applicable to the trust at any time. Please refer to our website or contact us on 0800 371 471 for the most up-to-date price list.

### Use of personal information

Public Trust collects the personal information on this form to deliver products or services to you, as well as to contact you about other Public Trust products, services or promotions. Personal information provided may be disclosed to assist with meeting our legal or compliance obligations. If you do not provide the personal information required in this form, Public Trust may not be able to commence a business relationship with you. You are welcome to ask for a copy of your personal information. If you believe it is incorrect, you can ask us to correct it.

Full details regarding how Public Trust may use, store and disclose your personal information, including how to contact us or make a complaint, are included in Public Trust's Privacy Policy, which is located on our website at [publictrust.co.nz](http://publictrust.co.nz). Alternatively, you can contact us by phoning 0800 371 471 or emailing [info@publictrust.co.nz](mailto:info@publictrust.co.nz).

### Acknowledgements and Signature

- ☐ I apply to establish a trust on the terms set out in this application form and in the Prepaid Funeral Trust Declaration of Trust. I understand that the trustee may invest prepaid funds in any fund issued or investment offered by Public Trust, including the Common Fund or a bank deposit issued by a registered bank, as approved by the trustee. Funds are invested as a portfolio investment entity pursuant to the Income Tax Act 2007.
- ☐ I acknowledge and agree to Public Trust Prepaid Funeral Trust Declaration of Trust attached to this form.
- ☐ I understand that:
- I will not be able to request an early withdrawal of funds from my trust unless Public Trust, in its sole discretion in exceptional circumstances permits me to. Such withdrawal will be subject to conditions (as set out in the Prepaid Funeral Trust Declaration of Trust).
- ☐ I declare that:
- The information I have provided in this form is correct and complete to the best of my knowledge and belief.
  - I consent to Public Trust providing the information held in relation to the Tax Administration Act 1994 and related legislation to tax authorities as required by New Zealand laws. I will notify Public Trust of any change I become aware of that would render any answer above incorrect or incomplete.
  - I am the customer/controlling person (or am authorised to sign for the customer) of all the products/services to which this form relates.
- ☐ I acknowledge and agree to Public Trust's terms of engagement attached to this form.

Customer signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print name\* \_\_\_\_\_

*Note: If signing under a power of attorney, please also attach a certified copy of the power of attorney.*



**Checklist:**

- ☐ Include proof of identity (one photo ID or two non-photo ID - see our website to check what documents Public Trust accepts).
- ☐ Deposit your initial contribution plus the set up fee to the Public Trust BNZ account 02 0536 0305865 22 (to check the fees including the set up fee, see our website or call 0800 371 471).
- ☐ Send the completed documents to Public Trust, Private bag 5902, Wellington 6140 or email to [ppft@publictrust.co.nz](mailto:ppft@publictrust.co.nz)
- ☐ Include your direct debit authority form (if you are making ongoing contributions).
- ☐ If applicable, include a certified copy of a power of attorney and their proof of identity (if completing in the capacity of an attorney).

**OFFICE USE ONLY**☐

New Public Trust Customer

☐

Existing Public Trust Customer

Customer no: \_\_\_\_\_

**Payment method:**☐

Cheque

☐

Separate cheques for initial contribution and establishment fee

☐

Cash

☐

EFTPOS



# Direct Debit Payment Authority.



## Customer Details

|                               |  |   |   |   |  |  |  |  |  |  |  |  |  |
|-------------------------------|--|---|---|---|--|--|--|--|--|--|--|--|--|
| Title & Family name           | <input type="text"/>   |   |   |   |  |  |  |  |  |  |  |  |  |
| Given name(s)                 | <input type="text"/>   |   |   |   |  |  |  |  |  |  |  |  |  |
| Customer number<br>(if Known) | <table border="1"><tr><td>C</td><td>L</td><td>I</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | C | L | I |  |  |  |  |  |  |  |  |  |
| C                             | L  | I |   |   |  |  |  |  |  |  |  |  |  |

## Bank Instructions

(Please attach an encoded deposit slip to ensure your account number is loaded correctly)

|   |   |        |                |   |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |
|---|---|--------|----------------|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|
| Account name                              |   |        |                |   |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |
| Account from which<br>payments to be made | <table border="1"><tr><td></td><td></td></tr></table> |        |                | <table border="1"><tr><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |  |  |  | <table border="1"><tr><td></td><td></td><td></td></tr></table> |  |  |  |
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|   |   |        |                |   |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |
|   | Bank  | Branch | Account number | Suffix  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |

To: Bank Manager

|                |                      |
|----------------|----------------------|
| Bank           | <input type="text"/> |
| Branch         | <input type="text"/> |
| Postal address | <input type="text"/> |
| Town/city      | <input type="text"/> |

**AUTHORITY  
TO ACCEPT  
DIRECT DEBITS**

(NOT TO OPERATE AS AN  
ASSIGNMENT OR AGREEMENT)

|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 0 | 2 | 0 | 0 | 4 | 5 | 2 |
|---|---|---|---|---|---|---|

Authorisation code

**I/We authorise you until further notice to debit my/our account with all amounts which PUBLIC TRUST (hereinafter referred to as the Initiator), the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.**

**I/We acknowledge and accept that the Bank accepts this Authority only upon the conditions listed on the reverse of this form.**

Information to appear on my/our bank statement (to be completed by Public Trust)

|  |   |   |   |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |
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| P  | U | B | L | I | C |   | T | R | U | S | T |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |
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## Customer Signature(s)

Signed \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

When you have completed this form, please forward it to your nearest Public Trust customer centre.

|                               |  |                |              |             |            |
|-------------------------------|--|----------------|--------------|-------------|------------|
| Approved<br>0045<br>15   2019 | ORIGINAL:<br>- retain at branch<br>DUPLICATE:<br>- return to Initiator | Date Received: | Recorded by: | Checked by: | BANK STAMP |
|                               |  |                |              |             |            |



## Conditions of this Authority

### 1. The Initiator

- (a) Undertakes to give written notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first direct debit is drawn (but not more than 2 calendar months).

Where the direct debit system is used for the collection of payments which are regular as to frequency but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.

In the event of any subsequent change to the frequency or amount of direct debits, the Initiator has agreed to give written advance notice at least 30 days before the change comes into effect.

Or

- (a) Has agreed to give written advance Notice of the net amount of each direct debit and the due date of debiting at least 10 calendar days before (but not more than 2 calendar months) the date the direct debit will be initiated.

The advance notice will include the following message:-

"Unless advice to the contrary is received from you by (\*date), the amount of \$..... will be directly debited to your Bank account on (initiating date)."

\* This date will be at least two days prior to the due date to allow for amendment of direct debits.

- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

### 2. I/We (the Customer) may:-

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any direct debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank
- (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such direct debit initiated by the Initiator by debiting the amount of the reversal

or alteration of a direct debit back to the Initiator through the Initiator's Bank, PROVIDED such a request is made not more than 120 days from the date when the direct debit was debited to my/our account.

### 3. I/We (the Customer) acknowledge that:-

- (a) This authority will remain in full force and effect in respect of all direct debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the direct debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:-
  - the accuracy of information about Direct Debits on Bank statements
  - any variations between notices given by the Initiator and the amounts of Direct Debits
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- (f) Notice given by the Initiator in terms of clause 1 (a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

### 4. The Bank may:-

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.



# Prepaid Funeral Trust Declaration of Trust 2017.



As at 3 April 2017.

## Important Note

[Parties, prefatory provisions and table of contents have been deleted]

### 1. Creation and terms of a trust

#### *Creation*

- 1.1. The Trustee is to establish a Trust to which, after deduction of the fees and expenses of the Trustee payable in accordance with this document, all Prepaid funds that an Applicant pays to the Trustee to provide for his or her Funeral Arrangements and all income on such Prepaid funds are to be subject.

#### *Terms*

- 1.2. All Prepaid funds received from each Applicant will be vested in and held by the Trustee subject to a Trust for the provision of Funeral Arrangements for that Applicant on the terms set out in this document.

#### *Separate Trusts*

- 1.3. A separate Trust is to be established for each Applicant.

#### *Time of Establishment*

- 1.4. Each Trust is established when the Trustee accepts an Applicant's application to establish a Trust and receives, in cleared funds, the Applicant's first contribution to the Trust.

#### *Terms include written instructions*

- 1.5. The terms of a Trust are to include any written instructions that the Trustee receives as to the Applicant's Funeral Arrangements.

### 2. Name of Trusts

- 2.1. Each Trust established pursuant to this document is to be known as the relevant Applicant's 'Public Trust Prepaid Funeral Trust'.

### 3. Investment of funds

#### *No general power to invest*

- 3.1. The Trustee will not have the general power to invest Prepaid funds that is granted by section 13A(1) of the Trustee Act 1956. The Trustee may invest Prepaid funds in any Fund issued or investment offered by Public Trust, including the Common Fund or a bank deposit issued by a Registered Bank, as approved by the Trustee and the Trustee shall not be under any duty to further diversify the investment of the Prepaid funds which it might otherwise be under. The parties acknowledge that this power to invest shall constitute a contrary intention for the purposes of the Trustee Act 1956.

#### *Income*

- 3.2. After the deduction of any applicable taxes, duties or levies, the income earned on the Applicant's Prepaid funds for any accounting period as fixed by the Trustee shall become part of the Applicant's Available Funds and subject to the Trust established in respect of the Applicant.



#### **4. The Trustee's fees and expenses**

##### *Fees*

- 4.1. The Trustee may charge the following fees in respect of a Trust:
- 4.1.1. such fee payable on the establishment of a Trust as the Trustee may from time to time determine, being a fee payable either by the Applicant or from the Applicant's Prepaid funds; and
  - 4.1.2. such other fees as the Trustee is entitled to charge under the Public Trust Act 2001.

##### *Fees on investment*

- 4.2. The fees payable in respect of a Trust in accordance with clause 4.1 exclude any fees and expenses payable in respect of any investment of Prepaid funds.

##### *Expenses*

- 4.3. In addition to any fees payable under clause 4, the Trustee may reimburse itself out of the Prepaid funds of an Applicant the amount of any expenses that the Trustee incurs in administering the Applicant's Trust.

#### **5. Duration of each Trust**

##### *Term*

- 5.1. Subject to clause 5.2, each trust is to continue for such period as the Trustee considers is necessary to provide for the Applicant's Funeral Arrangements.

##### *Termination*

- 5.2. The Trustee may terminate a Trust by giving the Applicant or, if the Applicant is deceased, the administrator or executor of his or her estate, notice that the Trust is terminated and paying the person to whom notice is given the amount of the Prepaid funds of the Trust at the date of termination.

#### **6. Payment procedure**

##### *Authority and invoice*

- 6.1. The Trustee is to ensure that any person who provides Funeral Arrangements provides evidence of his or her authority to do so and an appropriate invoice to the Trustee. On receiving such evidence and invoice, the Trustee is authorised to apply the Applicant's Available Funds in payment of such invoice.

##### *Sole obligation*

- 6.2. In paying Available Funds to a person providing Funeral Arrangements, the Trustee is under no obligation other than to pay the Available Funds in accordance with the terms of the relevant Trust. Once the Available Funds are exhausted, the Trustee has no further liability in respect of the Funeral Arrangements of an Applicant.

#### **7. Separate accounts**

- 7.1. The Trustee is to keep a separate account of all Prepaid funds paid by an Applicant to the Trustee and of all income accruing to those funds.



## **8. Contributions**

- 8.1. An Applicant may contribute Prepaid funds at such times and on such terms and conditions as the Trustee may from time to time prescribe.

## **9. Surplus funds**

- 9.1. Should the provision of Funeral Arrangements in respect of an Applicant not exhaust the Available Funds, the Trust is to pay the surplus to the executor, administrator or personal representative of the Applicant to be held for the benefit of the Applicant's estate.

## **10. No early withdrawal**

- 10.1. Subject to clause 10.2, the Applicant may not request an early withdrawal of any amount from the Applicant's Available Funds prior to their death.
- 10.2. The Trustee may, in its sole discretion, waive clause 10.1 in exceptional circumstances (such as the permanent emigration of the Applicant or significant financial hardship) and allow an early withdrawal of an amount equal to the value of the Applicant's Available Funds at that time. Any such waiver will be subject to conditions imposed by the Trustee which will include (but is not limited to) completing its procedures for customer due diligence in compliance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, in respect of the relevant Trust.
- 10.3. The Applicant must provide such information as the Trustee reasonably requires to exercise its discretion under clause 10.2.

## **11. Alterations to the trust deed**

- 11.1. The Trustee may, by a deed supplemental to this document, alter, modify, add to or cancel the provisions of this document (including this clause) in the following cases:
- 11.1.1. if, in the opinion of the Trustee, the alteration is:
- a) made to correct a manifest error or is of a formal or technical nature; or
  - b) is necessary or desirable for the more convenient, economical or advantageous working, management or administration of a Trust; or
  - c) is necessary or desirable in view of legislation or requirements imposed by any lawful authority affecting the operation of a Trust; or
- 11.1.2. if, in the opinion of the Trustee, the alteration is not likely to become materially prejudicial to the general interests of any Applicant.
- 11.2. The Trustee may, by a deed supplemental to this document, alter, modify, add to or cancel the provisions of this document (including this clause) in respect of Prepaid Funeral Trusts established after the date of this document.

## **12. Definitions and interpretation**

### *Definitions*

- 12.1. In this document (including the Background), unless the context otherwise requires: **Applicant** means any person who, during his or her lifetime, has provided for his or her Funeral Arrangements in accordance with the provisions of this document.



**Available Funds** means the capital and accumulated income of the Prepaid funds of an Applicant as are available to the Trustee to meet the Funeral Arrangements of that Applicant.

**Common Fund** means the common fund of Public Trust.

**Fund** means any pooled investment fund, including but not limited to, any unit trust or group investment fund that is invested in cash or short term fixed interest investments.

**Funeral Arrangements** means, in respect of an Applicant, the provision of such professional services of a funeral director as the Trustee thinks reasonable and appropriate having regard to the Available Funds and to any written instructions given to the Trustee by the Applicant or other person authorised to act on an Applicant's behalf and, having regard to the Available Funds, may include:

- a) a funeral, memorial service and such other services and activities as the Trustee considers appropriate; and
- b) the purchase of a plot (either prior to or following the death of the Applicant), and the provision of a suitably inscribed headstone, plaque or other grave work (including the repair of any existing grave work).

**Funeral Director** means the person appointed by an Applicant, or, if the Applicant has not appointed a person, appointed by the Trustee to attend to the Funeral Arrangements of the Applicant.

**Prepaid** describes an arrangement under which funds are paid to the Trustee by an Applicant prior to the death of that Applicant, being funds that are subject to a Trust.

**Registered Bank** has the same meaning as in section 2 of the Reserve Bank of New Zealand Act 1989.

**Trust** means a trust to meet an Applicant's Funeral Arrangements established in accordance with this document.

#### *Construction of certain references*

12.2. In this document, unless the context otherwise requires, any reference to:

- 12.2.1. a clause is to a clause of this document;
- 12.2.2. a gender includes each other gender;
- 12.2.3. the singular includes the plural and vice versa; and
- 12.2.4. any legislation includes a modification and re-enactment of, legislation enacted in substitution for any regulation, order-in-council and other instrument from time to time issued or made under that legislation.

12.3. Headings are to be ignored in construing this document.

12.4. References to the Applicant in this document are to include the Applicant's lawful personal representatives, assigns and successors.

#### **[Execution provisions followed]**

The Public Trust Prepaid Funeral Trust is currently governed by a Declaration of Trust dated 3 April 2017. Fully executed originals of this Declaration of Trust are held by the Public Trust. This is a reprint of the text of the Declaration of Trust for the Public Trust Prepaid Funeral Trust.



# Terms of engagement

## 1. Introduction

1. These terms of engagement outline the agreement between you and Public Trust regarding the products or services ('**services**') we will provide. In addition to these terms of engagement, there may be additional terms that apply in an associated service schedule, or in an engagement letter.
2. These terms of engagement, in combination with the service schedule and/or engagement letter are the full contract between us ('**contract**').
3. If there is any conflict between the terms of engagement and the service schedule or engagement letter, these terms of engagement will prevail.
4. Services:
  - a. We will provide the services described in this contract.
  - b. You are responsible for determining that the services sought are appropriate to meet your needs.
  - c. We may rely on the information that you provide and will not be liable or responsible for any extra time charged or costs that result from the inaccuracy of that information.

## 2. Our commitment to you

1. We will:
  - a. discuss with you your objectives and how they should best be achieved
  - b. act competently, in a timely way, and in accordance with the information and instructions you provide
  - c. provide you with information about the work to be done and the way the services will be provided
  - d. protect your privacy and ensure appropriate confidentiality
  - e. treat you fairly, respectfully and without discrimination
  - f. give you clear information and advice
  - g. keep you informed about the work being done and advise you when it is completed
  - h. charge you a fee that is fair and reasonable to both of us for the services we provide and let you know how and when you will be billed
  - i. have a clear process for you to raise any concern you may have (which is outlined on our website) and will address these promptly and fairly

## 3. Your obligations to us:

1. You agree that you will:
  - a. provide, in a timely way, all information and assistance that we require to enable us to provide you services
  - b. provide information that is true, accurate and not misleading
  - c. advise us if you become aware that any document or information previously provided is inaccurate or incomplete.

2. You will be solely responsible for the accuracy and completeness of all documents and information that you provide to us. We will not be responsible to verify the accuracy or completeness of any information that you provide, and we will be entitled to rely on that information.
3. You can help us by:
  - a. giving us clear instructions
  - b. asking if there is anything you are not sure of
  - c. telling us if you have any important time limits
  - d. dealing promptly with any questions we have.

## 4. Verification of identity

1. Prior to being able to commence providing you services, Public Trust may need to verify your identity. We will inform you what information we require for the purposes of this verification and these can be viewed online at **ptnz.nz/identity**. If you cannot provide all requested information, we may not be able to commence providing you the services and will have the right to terminate this contract in accordance with clause 12.
2. Public Trust retains the right to not act on the instructions from a third party on your behalf until such time as we have verified the identity of that third party in the same manner and with the same rights of termination as specified in this clause.
3. Public Trust may terminate this contract if you do not provide us with sufficient information to verify your identity (which may include reverification), in accordance with our requirements.

## 5. Fees, charges and billing

1. Our fees, charges and billing practices vary depending on the services we provide. All fees and charges are either outlined on our website at **www.publictrust.co.nz** or specified in an engagement letter or service schedule.
2. Please note the fees listed on our website may change from time to time. Public Trust will not be required to provide notice of any changes.
3. You agree that Public Trust may vary our fees and charges at any time, including once services have commenced.
4. All fees and charges are payable in New Zealand dollars and are inclusive of GST unless we agree otherwise.
5. If any invoice is not paid by the due date, we may charge interest at the rate of 15% per annum.
6. Public Trust may engage third-party legal providers or debt collectors to pursue recovery of unpaid invoices. You will be liable for all legal and debt collection costs that we may incur (including solicitor/client costs) in obtaining or attempting to obtain payment of our invoices, together with interest.
7. If, at any time, this contract is terminated, Public Trust may invoice you for the fees and charges incurred up until the date of termination as well as for any additional costs that Public Trust incurs that are associated with ceasing to provide the services.



## 6. Conflicts

1. Our primary obligation is to you. In the event that we become aware of any likely conflict between your interests and those of Public Trust, we will disclose the potential conflict and take all steps that we are legally obliged to.

## 7. Confidentiality

1. We will hold in confidence all information concerning you and your business and affairs that we acquire in the course of providing you services.
2. Subject to clause 8, we will not disclose this information to any person unless you expressly or impliedly authorise us to do so, except to the extent required to provide you services as agreed in this contract or if the information is already public knowledge.

## 8. Privacy

1. In providing services to you, Public Trust will need to collect your personal information. This will include for the purposes of undertaking customer due diligence and for the ongoing management of your relationship with Public Trust.
2. Public Trust may use your personal information to provide you updates in relation to your services as well as providing you general, promotional or marketing information regarding Public Trust and our other services.
3. You authorise us to use any email address or phone number that you give us to communicate with you about the work we do for you. We may occasionally email you information we feel is relevant to you. If you do not want to receive that information, please let us know.
4. Your personal information will be stored, used and disclosed in accordance with the Privacy Act 1993. Any personal information you provide may be used or disclosed by Public Trust to assist us in complying with our legal obligations. For more information refer to our Privacy Policy on the Public Trust website **[ptnz.nz/privacy](http://ptnz.nz/privacy)**.
5. If you do not provide the personal information requested by Public Trust, we may be unable to provide you the services.
6. You are welcome to ask for, have access to and check the personal information that we hold about you, and if you believe that any of it is incorrect, you can ask us to correct it. Ways to contact us:
  - a. Phone us on **0800 371 471**.
  - b. Email us at **[info@publictrust.co.nz](mailto:info@publictrust.co.nz)**.
  - c. Visit a Public Trust customer centre.

## 9. Indemnity

1. You indemnify Public Trust and will keep us indemnified from and against any and all loss, damage or liability suffered, and legal fees and costs incurred by Public Trust in the course of providing you services that result from:
  - a. any action we take on instruction from you or
  - b. your breach of these terms of engagement.
2. This indemnity will not apply to any liability that has resulted from a breach or default by Public Trust in relation to our obligations and authority under these terms of engagement.

## 10. Limitation of liability

1. Public Trust will have no liability for any errors, deficiencies or omissions in any work performed as part of the services that arise as a result of inaccurate or incomplete information provided to us.
2. The liability of Public Trust under these terms of engagement is limited to the value of the fees paid to Public Trust for the services.
3. In no event will either party be liable for any indirect damages or for any lost profits arising out of or relating to a breach of these terms of engagement.
4. Public Trust will not have any liability for any failure or delay in performing the services because of an event beyond our reasonable control.

## 11. Termination

1. Public Trust may terminate the agreement arising from these terms of engagement immediately by written notice to you if:
  - a. you breach any material term of the agreement (such as your undertakings) that, in Public Trust's reasonable opinion, is not capable of being remedied or
  - b. you breach any other term of this agreement and that breach is not remedied within 5 working days of us notifying you of the breach
2. Either party may terminate this agreement at any time by giving the other party at least 10 working days, prior written notice.
3. If our engagement is terminated:
  - a. Any obligation Public Trust has to provide the services to you will cease on the effective date of termination, unless otherwise agreed in writing.
  - b. You will be required to pay Public Trust for all work performed up to the termination date and for costs associated with the termination.
  - c. To the extent required, we will transfer all funds and property held for you and all relevant documents and information to you or as directed by you (subject to payment of all amounts due to us by you).
4. Nothing in this clause affects the operation of any other clause in these terms of engagement that are expressed or implied to have effect after termination of this agreement.

## 12. How we handle complaints

1. We will respond to any concerns promptly and fairly.
2. All concerns or complaints may be raised with your Public Trust relationship manager. Alternatively, you can contact us by:
  - a. phone on **0800 371 471**
  - b. email at **[feedback@publictrust.co.nz](mailto:feedback@publictrust.co.nz)**
  - c. writing to Public Trust Customer Complaints, PO Box 13853, Christchurch 8140.
3. We will review your complaint and work with you to address your concerns as quickly as possible.
4. Both parties must use their best efforts to resolve any dispute through good-faith negotiation.



5. If we are unable to resolve matters through our internal process, you may wish to contact our external dispute resolution provider, Financial Services Complaints Limited:
  - a. Phone: **0800 347 257**
  - b. Website: **www.fscl.org.nz**
  - c. Address: Financial Services Complaints Limited, PO Box 5967, Wellington 6145

### 13. General

1. *Documents*: Public Trust may retain copies of any documents that we consider necessary to comply with our legal and audit obligations.
2. *Subcontracting*: Public Trust is responsible for the provision of the services. However, we may, subcontract any third party to provide all or any part of the services.
3. *Assignment*: Public Trust may assign our rights and obligations under this agreement. However, you may not assign your rights and obligations under this agreement except with our written consent.
4. *Waiver*: No failure or delay on the part of any party in exercising any power or right under these terms of engagement will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of any right or power under these terms of engagement
5. *Entire agreement*: This contract sets out the entire agreement between the parties in relation to the matters that it deals with and supersedes and invalidates all previous letters, agreements and understandings (oral or written) in relation to those matters.
6. *Variations*: These terms apply to any current and all future engagements. However, we may vary these terms from time to time, and if we do so, the varied terms will appear on our website **www.publictrust.co.nz**.
7. *Intellectual property*: We retain copyright (to the extent permitted by law) in all documents prepared for you. This includes our trust deeds, wills and other documentation provided to you. You must not provide our advice or documents to others without our written consent.
8. *Invalidity of terms*: Any illegality, unenforceability or invalidity in these terms of engagement will not affect the rest of these terms of engagement, which will remain in full force and effect.
9. *All things necessary*: The parties will execute and deliver all documents and do all things necessary for the proper and complete performance of their respective obligations under these terms of engagement.
10. *Jurisdiction*: These terms of engagement and the agreement arising from them are governed by and construed in accordance with the laws of New Zealand.

## Service schedule

- A. The terms in this service schedule must be read in conjunction with the terms of engagement and any applicable letter of engagement.
- B. The services described below provide a general outline of what services Public Trust will provide. These may change depending on your particular requirement, and such changes will be agreed with you in person prior to the commencement of service delivery.

### A. Services

1. *Consultation*: We will meet with you for a consultation, either on the phone or in person. The purpose of a consultation is to discuss your requirements, provide you information about your options and take instructions on your specific circumstances.
2. *Price Estimate*: At the conclusion of the consultation you will be provided an estimate of the cost of the services required. This will occur either verbally or through a letter of engagement (or both).
3. *Delivery of work*: Public Trust will undertake work for you as agreed at either the consultation, or as outlined to you in a subsequent letter of engagement.

### B. Fees & Charges and Billing

All references to Public Trust's 'Fee Page' in this Schedule is a reference to the following website: **www.publictrust.co.nz/personal/fees-and-charges**

4. *Deliverables*: We may require you to pay all outstanding fees prior to the finalisation of our services, or prior to you receiving an executed copy of any deliverable, such as a will, trust deed or enduring power of attorney.
5. *Initial Payments*: For some services you will be required to pay an initial amount at the end of your consultation, as outlined on the Fee Page. This will be outlined to you at the commencement of the consultation.
6. *Cancellation Fee*: For some services, at the conclusion of a consultation, if you decide not to proceed with obtaining the services through Public Trust, you may be required to pay a cancellation fee as outlined on the Fee Page. If a cancellation fee applies, you will be informed at the beginning of your consultation.
7. *Hourly Rates*: The hourly rates for the work we perform will be listed on our Fee Page, or if they are not listed on our Fee Page, they will either be provided to you following a consultation in a letter of engagement or available on request.
8. *Additional Fees*: If it takes longer to complete the work than was estimated at the consultation, including if additional complexities are identified, your approval of a revised estimate will be sought prior to incurring any additional fees. Payment of any additional fees may be required prior to additional work proceeding.
9. *Cancelled Work*: If you decide not to proceed with completing your requested services or finalising any deliverable, you must let Public Trust know. You will still be liable to Public Trust for work undertaken up until the time we become aware of your intention not to proceed.
10. *Ongoing Work*: If Public Trust acts as your executor, trustee or attorney, or in any other fiduciary capacity, the fees, charges and hourly rates listed on our Fee Page will apply.