

## 1. Our Agreement With You

- 1.1 Except to the extent that we agree with you otherwise, this agreement and our Letter of Engagement (if any) govern the relationship between us and (subject to 1.3 below) apply in respect of current and future services we provide to you.
- 1.2 We are required to make some information available to you about us and our services. This information is contained in our Wynn Williams Client Care and Service Information. This includes information about our professional indemnity insurance, the Lawyers' Fidelity Fund, how we calculate our fees, the Law Society's Client Care and Service Information and our complaints procedure.  
You can view this information on our website <http://wynnwilliams.co.nz/About-Us/Client-Care>. If you cannot readily access our website please advise us and we will provide you with copies of this information.
- 1.3 We can change the terms of this agreement, our procedures and our Wynn Williams Client Care and Service Information by writing to you or by placing new terms or material on our website.  
Any new terms or material relating to:-  
a. coverage provided by our Professional Indemnity Insurance; or  
b. the Lawyer's Fidelity Fund; or  
c. our Complaints Policy  
will apply in respect of our past, current and future services from the earlier of the date we write to you or we place the new terms or material on our website (the notification date).  
Except to the extent that we agree with you otherwise, any other new terms or material will apply in respect of any instructions you give us after the notification date.
- 1.4 We will provide our services to you in a professional manner and give you a full statement of account for those services.

## 2. Limitation on Services

- 2.1 Our services will not include providing you with investment, financial or tax advice or other excluded areas of advice which we advise you of from time to time either by writing to you or by placing advice of that additional limitation on our services on our website.

## 3. Payment for our services, etc

- 3.1 On request, we will tell you our charge out rates for the people working on your file(s) and give you an estimate of the cost of our services.
- 3.2 Unless we agree with you otherwise, we will calculate our fees by taking into account the factors set out in our Wynn Williams Client Care and Service Information which can be viewed on our website.
- 3.3 We may incur disbursements and other expenses on your behalf which are properly required to undertake our services to you.
- 3.4 We will also charge you fees for disbursements and for office expenses or estimated office expenses.
- 3.5 Where we put your money on interest earning deposit we will charge you a commission of 5% of the interest earned.

- 3.6 GST is payable by you on our fees, expenses and disbursements.
- 3.7 On request, you must immediately pay us all money properly paid or payable by us on your behalf.
- 3.8 We may ask you to pre-pay amounts to us or (at our option) to provide security for our fees, disbursements and expenses.
- 3.9 We may render interim accounts from time to time.
- 3.10 We may deduct our accounts from any money we hold for you. We may also use that money to meet payments we have made or which are payable by us on your behalf.
- 3.11 Our accounts are payable in full within 14 days after the date of our accounts unless:  
(i) We ask you to pre-pay amounts to us;  
(ii) We deduct our account from money we hold for you;  
(iii) We specify otherwise.
- 3.12 If a payment is not made on time, then, without prejudice to our other rights, we may (1) charge interest on the outstanding amount at 12%pa (calculated daily) until payment is made, (2) charge you collection costs on a solicitor/own client basis, and (3) stop our work for you immediately.

## 4. Liability for Payment

- 4.1 Each client named in this agreement is jointly and severally liable to us under this agreement. If a client is a company, then each person who signs this agreement on the company's behalf acknowledges that he or she has asked us to supply services to the company, and, in consideration of us supplying services to that company, agrees: (1) to guarantee the company's payment to us of all money it (from time to time) owes, (2) that he or she can be treated by us as a principal debtor for that money, and (3) to indemnify us against all costs, losses, and liabilities we incur or suffer because the company fails to pay us that money.

## 5. Termination

- 5.1 Where you give us any instruction and we rely on that instruction (for example, by giving an undertaking to a third party), you may not revoke that instruction. Otherwise, you may, by giving us notice, terminate our engagement at any time on any file. We may also, by giving you reasonable notice, terminate our engagement at any time.
- 5.2 If our engagement is terminated you must pay to us all fees, expenses and disbursements incurred to the date of termination.

## 6. Miscellaneous

- 6.1 We may collect, retain, use, and disclose information about you for the purpose of providing the services you instruct us to undertake. You may ask us to give you a copy of that information and you may correct it. We may dispose of our files and records about our services 6 years after we close our file.
- 6.2 In this agreement, unless the context otherwise requires, any reference to Wynn Williams, however described or referred to (including we and us), includes our successor and shall include a body of persons which is corporate and composed of substantially the same members.