

WYNN WILLIAMS
Client Engagement Agreement

Date	<input style="width: 100%;" type="text"/>		
Client/s Name <small>(Surname or Company Name)</small>	<input style="width: 100%;" type="text"/>		
First Names	<input style="width: 100%;" type="text"/>		
Title <small>(Dr, Mr, Mrs, Ms, etc.)</small>	<input style="width: 100%;" type="text"/>		
Contact Name <small>(if Client a Company, Trust, etc)</small>	<input style="width: 100%;" type="text"/>	Contact's Position	<input style="width: 100%;" type="text"/>
Client Address Street <small>(Required)</small>	<input style="width: 100%;" type="text"/>		
Suburb	<input style="width: 100%;" type="text"/>		
City/Locality	<input style="width: 100%;" type="text"/>	Postal Code (Zone)	<input style="width: 100%;" type="text"/>
Country	<input style="width: 100%;" type="text"/>		
Postal Address <small>(if different)</small>	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>	Email	<input style="width: 100%;" type="text"/>
Phone Business	<input style="width: 100%;" type="text"/>	Home <small>(Required)</small>	<input style="width: 100%;" type="text"/>
Mobile	<input style="width: 100%;" type="text"/>	Fax	<input style="width: 100%;" type="text"/>

Accountant	<input style="width: 100%;" type="text"/>		
IRD No	<input style="width: 100%;" type="text"/>	GST No	<input style="width: 100%;" type="text"/>
RWT deduction rate <small>(Individual 17.5%, 33%; Company 28%)</small>	<input style="width: 100%;" type="text"/>	<small>(If no rate is selected RWT is deducted at 33%)</small>	
Bank	<input style="width: 100%;" type="text"/>	Bank Branch	<input style="width: 100%;" type="text"/>
Name of Account	<input style="width: 100%;" type="text"/>		
Bank A/c No	<input style="width: 100%;" type="text"/>		

Office use only			
Client Code	<input style="width: 100%;" type="text"/>	Related Party Name (Xref)	<input style="width: 100%;" type="text"/>
Supervisor	<input style="width: 100%;" type="text"/>	Computer entry date	<input style="width: 100%;" type="text"/>

Our terms of engagement are attached.

Signed by Client/s	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Signed by Wynn Williams	<input style="width: 100%;" type="text"/>	

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) apply to our current and future services 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. It 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://www.wynnwilliams.co.nz/About-Us/Client-Care> If you cannot access our website please tell us and we will give you 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 (1) our Professional Indemnity Insurance, (2) the Lawyer's Fidelity Fund, or, (3) our Complaints Policy, will apply to our past, current, and future services from the earlier of the date we write to you or we put 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 to the services we provide you 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 investment, financial or tax advice or other excluded areas of advice which we advise you of either by writing to you or by putting the excluded areas 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 (where we can) give you an estimate of the cost of our services.
- 3.2 Unless we agree with you otherwise in writing, 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 or engage external consultants or advisers on your behalf which are properly required to undertake our services to you.
- 3.4 We will charge you disbursements incurred and an allowance for office expenses calculated at 4% of our billed fees unless we otherwise agree in writing.
- 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, disbursements and office expenses.
- 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 office 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 on receipt unless (1) we ask you to pre-pay amounts to us, (2) we deduct our account from money we hold for you, or, (3) we specify otherwise.
- 3.12 If a payment is not made within 14 days or as otherwise specified by us, then without prejudice to our other rights, we may (1) charge interest on the outstanding amount at 12% per annum (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.
- 4.2 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, disbursements and office expenses 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 our services for you. This may include information for Foreign Account Tax Compliance Act (US) (or similar law) compliance, information for IRD compliance, and information for financial institutions. You may ask us to give you a copy of that information and you may correct it.
- 6.2 We keep electronic copies of our client files and records. You authorise us to make electronic copies of all documents we receive from you or on your behalf. Where we have made an electronic copy of a hard copy document, you also authorise us to destroy or dispose of it (unless you first instruct us in writing not to destroy or dispose of it).
- 6.3 We keep all copyright in our work. When you pay our fees and other money you owe us for our work you will have a non-exclusive licence to use our work. That licence is personal to you and is not assignable (unless we agree otherwise in writing).
- 6.4 In this agreement a reference to Wynn Williams, however described (including we or us), includes our successor partners and any successor company.
- 6.5 The law of New Zealand applies to this agreement and the Courts of New Zealand have jurisdiction in respect of it.
- 6.6 All money payable to us is payable in New Zealand currency unless we agree otherwise in writing.