

## 1. Our legal services

- 1.1 We will provide our services to you in a professional manner and give you a full statement of account for those services.
- 1.2 The Law Society's client care and service information is set out on our website:  
<http://wynnwilliams.co.nz/About-Us/Client-Care.htm>
- 1.3 This agreement applies in respect of current and future services provided by us to you except to the extent that we otherwise advise you either in writing or by placing new terms on our website:  
<http://wynnwilliams.co.nz/About-Us/Client-Care.htm>

Those new terms will then apply to services you ask us to provide after the new terms have been advised to you in writing or are placed on our website.

## 2. Payment for our services, etc

- 2.1 On request, we will give you an estimate of the cost of our services.
  - 2.2 Unless we agree with you otherwise, we will calculate the fees we charge for the services we provide to you on the basis set out on our website  
<http://wynnwilliams.co.nz/About-Us/Client-Care.htm>  
(which is in accordance with the range of factors which the Law Society advises should be taken into account in determining that a fee is reasonable).
  - 2.3 We will also charge you fees for office expenses or estimated office expenses. Where we put your money on interest earning deposit we will charge you a commission of 5% of the interest earned.
  - 2.4 GST is payable by you on our fees and charges.
  - 2.5 We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
    - (a) to debit against amounts pre-paid by you; and
    - (b) to deduct from any funds held on your behalf in our Trust account  
any fees, expenses or disbursements for which we have provided an invoice.
  - 2.6 Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.
  - 2.7 We may send interim accounts to you, usually monthly and on completion of the matter or termination of our engagement. We may also send you an account when we incur a significant expense.
  - 2.8 Our accounts are payable in full within 14 days after the date of our accounts unless we specify otherwise.
  - 2.9 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 services immediately.
- ## 3. Professional Indemnity Insurance
- 3.1 We hold professional indemnity insurance that exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the Law Society's minimum standards upon request.

## 4. Lawyers' Fidelity Fund

- 4.1 The Law Society maintains the Lawyers' Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

## 5. Liability for Payment

- 5.1 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.

## 6. Confidentiality

- 6.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:
  - (a) to the extent necessary or desirable to enable us to carry out your instructions; or
  - (b) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
- 6.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.
- 6.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

## 7. Retention of Files and Documents

- 7.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 6 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

## 8. Complaints

- 8.1 We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. Our complaint procedure is on our website:  
<http://wynnwilliams.co.nz/About-Us/Client-Care.htm>

## 9. Termination

- 9.1 You may terminate our retainer at any time.
- 9.2 We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
- 9.3 If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.