

## **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 We are required to make some information available to you about ourselves and our services. You can look at our Client Care and Service Information on our website <http://wynnwilliams.co.nz/About-Us/Client-Care.htm>
- 1.3 We have professional indemnity insurance. The standard of this insurance exceeds the minimum required by the New Zealand Law Society (NZLS). You may also be entitled to coverage for theft under the Lawyers' Fidelity Fund. You can look at details about the Lawyers' Fidelity Fund on our website.
- 1.4 We have procedures for handling complaints by clients. The NZLS also has a client complaint service. You can look at details of our procedures and the NZLS client complaint service on our website.
- 1.5 This agreement applies in respect of current and future services we provide to you except to the extent that we advise you otherwise. We can change the terms of this agreement or our procedures or Client Care and Service Information by writing to you or by placing new terms or material on our website. The new terms or material will then apply to services you ask us to provide after we have written to you about the new terms or material or the new terms or material are placed on our website.

## **2. Limitation on Services**

- 2.1 Our services will not include providing you investment advice or tax advice.

## **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 possible, give you an estimate of the cost of our services.
- 3.2 Unless we agree with you otherwise, we will charge you fees on the basis of the NZLS Guidelines. You can see a copy of those guidelines on our website. 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. GST is payable by you on our fees, expenses and disbursements.
- 3.3 We may incur disbursements and other expenses on your behalf which are properly required to undertake our services to you.
- 3.4 On request, you must immediately pay us all money properly paid or payable by us on your behalf. We may also ask you for advance payments into our trust account.
- 3.5 We may ask you to pre-pay amounts to us or (at our option) provide security for our fees, disbursements and expenses.

- 3.6 We may render interim accounts from time to time.

- 3.7 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.

- 3.8 Our accounts are payable in full within 14 days after the date of our accounts unless we specify otherwise.

- 3.9 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 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. Miscellaneous**

- 5.1 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. Termination**

- 6.1 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.
- 6.2 If our engagement is terminated you must pay to us all fees, expenses and disbursements incurred to the date of termination.