

1. Our Standard Terms

- 1.1 These terms and any letter of engagement apply to our current and future services to you except to the extent we agree with you otherwise in writing. There is no need for you to sign these terms to accept them. You will be deemed to have accepted these terms by continuing to instruct us to work for you.
- 1.2 We are required to make information available to you about us and our services. This information is contained in our 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 www.wynnwilliams.co.nz/about-us/client-care.
- 1.3 We can amend these terms, our procedures and our Client Care and Service Information by writing to you or by placing new terms or material on our website.
- 1.4 Any new terms or material relating to our Professional Indemnity Insurance, the Lawyer's Fidelity Fund or 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**).
- 1.5 Any other new terms or material will apply to the services we provide you after the notification date.
- 1.6 We will provide our services to you in a professional manner and give you a full statement of account for those services.

2. Payment for our Services

- 2.1 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.
- 2.2 Unless we agree otherwise, we will calculate our fees by taking into account the factors set out in our Client Care and Service Information.
- 2.3 For time based invoicing our hourly rates are reviewed from time to time throughout the year. This review includes promotion of our lawyers through their experience levels.
- 2.4 We may incur disbursements or engage external consultants or advisers on your behalf which are properly required to undertake our services to you.
- 2.5 We will charge you disbursements incurred and an allowance for office expenses calculated at 4% of our billed fees.
- 2.6 Where we put your money on interest earning deposit we will charge you a commission of 5% of the interest earned.
- 2.7 GST is payable by you on our fees, disbursements and office expenses.
- 2.8 On request, you must immediately pay us all money properly paid or payable by us on your behalf.
- 2.9 We may ask you to pre-pay amounts to us or (at our option) to provide security for our fees, disbursements and office expenses.
- 2.10 We may issue interim invoices from time to time for our services (at our option).
- 2.11 You acknowledge that in providing our services to you, it may be practical for us to apply any money we hold for you towards payment for our services, or to use that money to meet payments we have made or which are payable by us on your behalf. We will not do this without obtaining your prior consent.
- 2.12 Our invoices are payable in full on receipt unless we ask you to pre-pay amounts to us, we deduct our fees from money we hold for you or we specify otherwise.
- 2.13 If a payment is not made within 14 days, then without prejudice to our other rights we may:
 - (a) charge interest on the outstanding amount at 12% per annum (calculated daily) until payment is made;
 - (b) charge you collection costs on a solicitor/own client basis; and
 - (c) cease our work for you immediately.
- 2.14 All sums payable to us are payable in New Zealand currency.

3. Estimates and Quotes

- 3.1 If we provide any estimate or quote, we do so subject to the following assumptions:
 - (a) your instructions are complete and accurately describe our role;
 - (b) the matter will proceed and be completed in the manner anticipated in your instructions and within any indicated, or a normal, timeframe;
 - (c) you will provide any information or instructions we require to do our work in a timely and efficient manner;
 - (d) no unforeseen impediments will arise and require additional work;
 - (e) all parties and other advisers involved in the matter will be co-operative and will not be unreasonable, and
 - (f) any third party or regulatory consents or approvals will be given in a timely manner and will not involve protracted negotiations.
- 3.2 Unless specified otherwise by us in writing, GST, disbursements and our office service charge are excluded from any estimate, quotation, schedule of rates or other indication of fees. Any breakdown of costs we provide to support our estimate or quotation is indicative only and we can adjust any component of such breakdown.
- 3.3 Any work you ask us to do outside the scope of our estimate or quotation will be charged for separately. This includes supplementary reporting or explanations, and any additional work we do because any of our assumptions are not correct. We will do our best to advise you in the event any of the assumptions underlying an estimate or quotation are no longer valid.

4. Customer Due Diligence

- 4.1 We must comply with our obligations under all laws binding on us, including anti-money laundering laws and counter financing of terrorism laws and laws relating to tax reporting and withholding (**applicable laws**).
- 4.2 To do so, we may be required to perform customer due diligence on you, persons acting on your behalf, and other relevant persons such as your beneficial owners or persons who have effective control of you or (for a trust) beneficiaries. This may include information for compliance with applicable law and information for financial institutions.
- 4.3 We may elect to carry out reasonable credit checks on you and collect, retain, use and disclose customer due diligence information. You may ask us to give you a copy of any personal information and you may correct it.
- 4.4 You authorise us to collect information about you (including customer due diligence information and credit reports) to obtain, exchange, hold and use such information, and to make any other enquiries we think appropriate, to:
 - (a) confirm information provided to us about you is true;
 - (b) undertake initial and on-going customer due diligence and monitoring in accordance with applicable law;
 - (c) undertake credit checks and enforce debt and legal obligations (including recovery of money owed to us); and
 - (d) comply with other legal obligations we may have, including reporting any unusual or suspicious activity.

- 4.5 You authorise any person, including credit reporting agencies, other credit providers and third-party databases to disclose information, including credit information, to us in response to such enquiries and accept that we may use customer due diligence services (including electronic based services from a third party) to verify your identity and conduct other customer due diligence or monitoring required under applicable law.
- 4.6 If the information or documents required to complete customer due diligence are not provided, or it is suspected that the business relationship or transaction is unusual, may breach any applicable law, or may otherwise relate to conduct that is illegal or unlawful in any country then we may, without notice:
- (a) refuse to enter into a business relationship, suspend our business relationship with you or terminate it;
 - (b) delay, block, or refuse to process a transaction (including by refusing to handle and deposit money on trust for you); and
 - (c) report a transaction.

5. Limitation of Liability

- 5.1 To the maximum extent permitted by law, our total liability to you in connection with any matter (or series of related matters) on which you engage us will not exceed:
- (a) NZ\$20,000,000, if an amount is available to be paid out under our relevant insurance policies in respect of our liability to you; and
 - (b) in any other case, the lower of an amount equal to five times our paid fees in the previous twelve months in respect of the matter (excluding our office expense charges, disbursements and GST) or NZ\$2,000,000.
- 5.2 The limitations in this clause 5 apply to liability of all kinds, whether in contract, tort (including negligence), equity or otherwise.
- 5.3 If we provide services to any persons or entities related to or associated with you or to anyone else at your request (whether or not we also advise you) on a matter (or series of related matters) on which you engage us, then our aggregate liability to you and all those persons and entities in respect of that matter (or series of related matters) will be subject to this limitation (and you will ensure that those persons and entities agree to this).

6. Termination

- 6.1 Where you give us any instruction and we rely on that instruction, 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, disbursements and office expenses incurred to the date of termination.

7. General Provisions

- 7.1 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).
- 7.2 Where we provide any electronic service to you, or communicate with you by electronic means, we will take reasonable precautions so that those services and communications are accurate, confidential and secure. However, we cannot guarantee this or that those services and communications are error free. Certain risks exist that are outside our control because of the internet-based nature of those electronic services. As a result, despite the other provisions of these terms, we cannot and do not represent or warrant that those services and communications will always be accurate, reliable, adequate, complete, confidential and secure. We also exclude all warranties to the extent permitted by law.
- 7.3 We are not able to disclose to you information that we obtain through acting for other clients.
- 7.4 We retain and reserve 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).
- 7.5 Each client (if there is more than one) who engages us is jointly and severally liable to us under these terms.
- 7.6 In these terms, a reference to Wynn Williams, however described (including we or us), includes our successor partners and any successor company.
- 7.7 You may not transfer or assign your rights or obligations under these terms or in relation to any engagement of us on any matter.
- 7.8 These terms and any other agreement we have with you are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts.