

1. Our Standard Terms

- 1.1 These terms 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 These terms include information which we are required to provide under the Rules of Conduct and Client Care for Lawyers issued by the New Zealand Law Society (**Rules of Conduct**).
- 1.3 Each client (if there is more than one) who engages us is jointly and severally liable to us under these terms.
- 1.4 In these terms, a reference to Wynn Williams, however described (including we or us), includes our successor partners and any successor entity.
- 1.5 We may change these terms at any time, and will publish the changed terms on our website. The change will bind you in respect of any matters on which you instruct us to work for you after publication of the change.
- 1.6 These terms will be deemed to be modified to the extent necessary to comply with applicable legislation and the Rules of Conduct.

2. Scope of our Role

- 2.1 We will represent and advise you on legal matters that properly fall within the scope of your instructions.
- 2.2 We will act in accordance with your instructions and any applicable professional or legal obligations. We will provide our services to you in a professional manner.
- 2.3 Our duty of care is to our client identified by us in our engagement correspondence or confirmation of instruction. We do not owe any duty of care or liability to any other person. Our advice is given solely for your benefit and in your interests. If any other person wishes to rely on our advice, they can do so only if we expressly agree.
- 2.4 If, during the course of our appointment, we provide services to entities related to or associated with you, those services will be provided on the same terms as these terms (and you must ensure that those entities agree to this).
- 2.5 You authorise us to act on instructions of, and correspond by any electronic or other means with, any of your employees who have apparent authority regarding a matter unless you expressly withdraw that authority.
- 2.6 You may not transfer or assign your rights or obligations under these terms or in relation to any engagement of us on any matter.
- 2.7 Our name and opinions may not be used in connection with any public document or statement without our written consent. Unless required by law, you may not provide our advice to any third party or file our advice with any governmental agency without our agreement.
- 2.8 Our advice is strictly limited to the matters stated in it and does not apply by implication to any other matters.
- 2.9 We do not provide taxation, financial, accounting or investment advice but will, if you request, assist you to obtain such advice.
- 2.10 We are only qualified to advise on New Zealand law. If we assist you in respect of matters governed by foreign law, we do so on the basis that we do not accept any responsibility in relation to your legal position under that foreign law.
- 2.11 When your instructions on a matter are completed, our representation will end. We will only advise you further on issues arising from the matter (such as implementation and other dates, changes in relevant law or regulation or any post-transaction notifications) if you specifically engage us to do so.

3. Payment for our Services

- 3.1 Our fees are charged on the basis of the Rules of Conduct which require that fees be fair and reasonable for the services provided.
- 3.2 On request, we will tell you our charge out rates for the people working on your matters and, where we can, give you an estimate of the cost of our services.
- 3.3 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.
- 3.4 We may incur disbursements or engage external consultants or advisers which are properly required to undertake our services to you on your behalf.
- 3.5 We will charge you disbursements incurred, and an allowance for office expenses calculated at 4% of our billed fees.
- 3.6 If we put your money on interest earning deposit, we may charge you a commission of 5% of the interest earned.
- 3.7 Any goods and services tax (**GST**) applicable to our supply of services to you is payable by you, and will be included in our invoice.
- 3.8 If you are required by law to make any withholdings or deductions from any amounts payable to us under our invoices, you will gross-up those amounts so that we actually receive the amounts we would have received if those withholdings or deductions had not been required.
- 3.9 On request, you must immediately pay us all money properly paid or payable by us on your behalf.
- 3.10 On request, you must pre-pay amounts to us to provide security for our fees, disbursements and office expenses.
- 3.11 We may issue interim invoices for our services, usually monthly.
- 3.12 We may deduct any fee, expense or disbursement, for which we have provided you with an invoice, from any funds held in our trust account on your behalf except where we receive the funds from you for a special purpose (other than as security for our fees) and they remain in our trust account for that special purpose.
- 3.13 Our invoices are payable in full on receipt, unless we deduct our fees from money we hold for you or we specify otherwise.
- 3.14 If we have an arrangement with you that we will address the invoice to another person, you must pay any sum invoiced which that other person does not pay (plus the amount of any discount that ceases to apply by reason of non-payment).
- 3.15 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;
 - (c) retain custody of your property (including documents or files) until all unpaid invoices are paid in full; and
 - (d) cease our work for you.
- 3.16 Unless we agree otherwise, all sums payable to us are payable in New Zealand currency.

4. Conflicts of Interest

- 4.1 We have policies in place to identify conflicts of interest. If a conflict of interest or potential conflict of interest arises, we will consult with you about the best way to resolve the matter.
- 4.2 We may act for other clients whose commercial or legal interests differ from yours. However, we will not act without your consent for you and another client on a matter in circumstances where there is a more than negligible risk that we may be unable to discharge the obligations we owe to you or that other client.
- 4.3 If we hold confidential information on your behalf but no longer act for you on that matter, we will ensure that effective information barriers are in place so that there is no material risk that you will be disadvantaged by our holding of that information. As necessary, information barriers will include ensuring that access to hard-copy files and electronic documents is limited to the appropriate personnel.

5. Estimates and Quotes

- 5.1 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 circumstances 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.
- 5.2 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.
- 5.3 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 if any of the assumptions underlying an estimate or quotation are no longer valid.

6. Client and Personal Information

- 6.1 We will hold in strict confidence all information that we acquire through our work for you and which concerns you, your business, or your instructions to us. The only exceptions are where you authorise us to disclose such information (including in these terms) or we or our service providers must do so by law.
- 6.2 The reverse also applies, and we are not able to disclose to you information that we obtain through acting for other clients.
- 6.3 We are obliged to collect and hold certain personal information about our clients and associated persons under tax legislation and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. We may also receive personal information in the course of acting for you.
- 6.4 You are not obliged to supply any information we request but, if you do not, we may not be able to act or continue to act on certain matters.
- 6.5 Any such personal information supplied to us by you or an associated person will be used by us for the purpose of conducting our business, to provide and market our services, to comply with our legal obligations (including our privacy tax and anti-money laundering compliance obligations) and for any other specific purpose we tell you about or you authorise. We may also use that personal information, or provide it to third parties engaged by us, for the purpose of verifying and monitoring the information, performing checks or making disclosures required by law, auditing our systems, credit checking, debt collection, and managing client funds. By supplying information to us, you authorise us and those third parties to use that information for those purposes.
- 6.6 We may store information we collect in any format we choose at our offices or at premises outside our offices, including data storage facilities or online storage located within or outside New Zealand, which may be operated by independent service providers.
- 6.7 You must ensure that any individual associated with you who provides us any personal information is aware of the purpose for which the information is collected and the provisions of this clause 6.
- 6.8 You must inform us about any change in information you have provided to us regarding your beneficial ownership or the persons acting on your behalf, and about any nominee shareholders, nominee directors or nominee general partners you may have.
- 6.9 If any information supplied to us by you or an associated person is not complete or is inaccurate, or we suspect that any matter we have been engaged on may breach any law or relate to unlawful conduct in any country, we may cease to act or to continue to act and may delay or refuse to process any transaction (including a transaction involving funds in our trust account).
- 6.10 Any individual whose personal information is held by us has a right to access and correct that personal information unless we are entitled by law to refuse access. To do so please contact our Privacy Officer: [Richard Hargreaves](#). We may charge a fee for providing access and if so, we will advise you of the cost in advance.

7. Trust Account

- 7.1 We will have no liability to you however arising if we delay or do not conduct a trust account transaction because you have not provided us with any information we reasonably require to our satisfaction.
- 7.2 In conducting any trust account transaction for you, we may rely on any instruction purporting to be signed by you or on your behalf; or any instruction which otherwise appears to us to be given by you or on your behalf (including email instructions that appear to be sent by you or by a person on your behalf). We will have no liability to you for giving effect to any instruction which is given by email or other electronic means in circumstances where any email or other electronic system (including your system, our system or any other person's system) has been compromised.
- 7.3 We are not required to confirm your instructions with you or take any other steps to verify any of your instructions regarding a trust account transaction.
- 7.4 If your funds are to be placed on interest bearing deposit, we are not responsible for obtaining the best interest rate available nor for any loss of interest that you may suffer as a result of any delay in placing your funds on interest bearing deposit.
- 7.5 We will have no liability to you however arising for the loss of any amount deposited with us on your behalf where the loss results from the insolvency, restructuring, act, omission, neglect, delay or default of a financial institution.
- 7.6 We will have no liability to you in connection with holding funds for you, complying with your trust account instructions, or any trust account transaction undertaken for you or at your request, except to the extent that the liability is caused by our fraud, wilful misconduct or gross negligence.

8. Electronic Services

- 8.1 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. If 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).
- 8.2 If 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 and we cannot and do not represent or warrant that those services and communications will always be accurate, reliable, adequate, complete, confidential or secure.

9. Intellectual Property

- 9.1 We retain all ownership rights in all intellectual property of any kind created by us for you. 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 for the purpose for which we provided it to you. That licence is personal to you and is not assignable (unless we agree otherwise in writing).
- 9.2 You may not reproduce our intellectual property or provide it to a third party without our express consent.

10. Document Retention

- 10.1 We retain the files on each matter, and any documents you leave with us, for seven years after completion or termination of the matter. We may then destroy the files and documents. If you wish to make other arrangements, please advise us of those arrangements.
- 10.2 If you ask us to destroy any matter-related files or other documents, we will do so where it is practicable and we are not otherwise obliged to retain them. If we destroy files or documents at your request, you waive any liability we may have in relation to the matter, files or documents and we will have no liability to you or a third party.
- 10.3 If you uplift your files or other documents at any time, we may make and keep copies of that material before you collect it.

11. Limitation of Liability

- 11.1 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.
- 11.2 The limitations in this clause 11 apply to liability of all kinds, whether in contract, tort (including negligence), equity or otherwise.
- 11.3 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).

12. Indemnity

- 12.1 You will indemnify us and each of our partners and employees against any liability, loss, damage, cost or expense (including legal expenses) suffered or incurred in connection with any claim, investigation, inquiry or proceeding (**Claim**) against or into us or any of our partners or employees in connection with:
- (a) services we provide to you; or
 - (b) any trust account transaction for you or at your request,
- which is brought or made by any person other than you, except to the extent that the Claim arises as a consequence of our fraud, wilful misconduct or gross negligence.
- 12.2 This indemnity is for the benefit of, and may be enforced by, us and our partners and employees.
- 12.3 This indemnity does not apply to any claim that you make against us.

13. Termination

- 13.1 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 matter. We may also, by giving you reasonable notice, terminate our engagement at any time.
- 13.2 If our engagement is terminated you must pay to us all fees, disbursements and office expenses incurred to the date of termination.

14. Governing Law

- 14.1 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.

15. Client Care and Service Information

- 15.1 Wynn Williams will provide you with the highest standards of client care. This is what you can expect from us. The following information is provided in accordance with the Rules of Conduct to assist you.
- Fees**
- 15.2 The basis on which our fees will be charged are set out in clause 3 of these terms.
- Professional Indemnity Insurance**
- 15.3 We hold professional indemnity insurance that exceeds the minimum standards specified by the Law Society. We will provide you with details on request
- Lawyers Fidelity Fund**
- 15.4 The Law Society maintains the Lawyers' Fidelity Fund to provide protection against client losses arising from theft by lawyers. The most the Fidelity Fund can compensate you is NZ\$100,000. The Fidelity Fund will not usually cover loss relating to money a lawyer is instructed to invest on behalf of a client.
- Complaints**
- 15.5 We are committed to providing services that meet the highest professional standard and have policies and procedures aimed at ensuring that we do so.
- 15.6 However, we are aware that despite our best efforts instances may arise where you may feel that you have not received the standard of service or work that you expect from us. If this happens then we would like to know about it as soon as possible. We give our assurance that all complaints will be treated seriously.
- 15.7 If you have a complaint about the standard or timeliness of our service or work, the cost of our work or any other concern relating to the firm you may wish, in the first instance, to discuss the matter with the person who has the overall responsibility for the services we provide to you. If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint in writing to our Client Care Partner.
- 15.8 Our Client Care Partners are Greg Simms in Auckland, Joshua Shaw in Christchurch and Alice Balme in Queenstown. Complaints may be referred to either of them.
- 15.9 We promise to treat every complaint seriously and to provide a prompt and substantial response.
- 15.10 If the complaint is about the level of our fees, we will reassess the reasonableness of the fees taken, including an assessment of whether the services provided value for money to you and whether they were necessary and in your interest.
- 15.11 We are committed to resolving any issues as soon as possible. If, despite our best endeavours to deal with a complaint, you remain unsatisfied, or if you are not satisfied with progress being made in dealing with your complaint, you may raise the matter at any stage with the Law Society which operates the Lawyers Complaints Service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

Client Care and Service

15.12 Whatever legal services we are providing, we must:

- (a) act competently, in a timely way, and in accordance with instructions received and arrangements made;
- (b) protect and promote your interests and act for you free from compromising influences or loyalties;
- (c) discuss with you your objectives and how they should best be achieved;
- (d) provide you with information about the work to be done, who will do it and the way the services will be provided;
- (e) charge you a fee that is fair and reasonable and let you know how and when you will be billed;
- (f) give you clear information and advice;
- (g) protect your privacy and ensure appropriate confidentiality;
- (h) treat you fairly, respectfully and without discrimination;
- (i) keep you informed about the work being done and advise you when it is completed; and
- (j) let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are set out in the Rules of Conduct. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system. If you have any questions, please visit www.lawsociety.org.nz or contact the Law Society on 0800 261 801.

Persons Responsible for the Work

15.13 We will keep you informed of the person or people who have overall responsibility for the services we provide for you. If we have not advised you in writing, then that person will be the person you have instructed to do the work.

Limits on or Exclusions of Liability

15.14 Provisions that limit the extent of our obligation to you or limit or exclude our liability are set out in clauses 2 (Scope of our Role), 7 (Trust Account), 8 (Electronic Services), 10 (Document Retention) and 11 (Limitation of Liability) of these terms.

Terms effective from 12 June 2025