NORRIS WARD

TERMS AND CONDITIONS

Effective Date: 02 October 2026

1. AGREEMENT AND VARIATIONS

1.1 **Agreement:** By engaging Norris Ward (**NW**, **we**, **us** and **our**) to undertake legal services, you (**you**, **your**) agree to these Terms and Conditions (**Terms**).

1.2 **Content of agreement:** When you engage us to provide legal services in relation to a particular matter (**Matter**), these Terms will apply together with our letter of engagement for that Matter (**Letter of Engagement**). We reserve the right to re-issue our Letter of Engagement from time to time, and that re-issued Letter of Engagement will have effect from the date of re-issue. Our Letter of Engagement describes the specific legal services we agree to perform for you (**Services**). If there is any conflict between the Letter of Engagement and these Terms, the Letter of Engagement will prevail.

1.3 **Duration and variations:** These Terms apply to any Matter which commences on or after the Effective Date. We reserve the right to vary these Terms by posting the updated terms on our website, and those varied terms will apply in respect of any Matter commenced on or after the effective date of the variation. These Terms, and any variations, will not have retrospective effect. If at any time you do not accept any variation we make, you may terminate our Services in accordance with clause 9.1.

1.4 **Responsibility for Services:** The NW team member who will have general carriage, or overall responsibility for, the Services when you engage us is set out in our Letter of Engagement. Other NW team members may assist in the provision of the Services. We may change or replace the NW team members who have general carriage, or overall responsibility for, the Services from time to time, including as a result of changes in the nature of the Services, changes in role, workload balancing or if they leave NW, without notice to you.

2. SERVICE

2.1 **Scope:** We only provide legal services. We do not provide or offer to provide other services, such as:

(a) tax, accounting or investment advice;

(b) opinions or advice on matters of quality, risk, insurance and the like;

(c) advice in relation to the law of any foreign jurisdiction or their application; or

(d) advice regarding the appropriateness or the commercial merits of any Matter, or any transaction or asset being purchased, sold, acquired, divested, leased, financed or otherwise dealt with as part of any Matter.

2.2 **Excluded Services:** In addition to those excluded services set out in clause 2.1, we may set out other exclusions in our Letter of Engagement, information supplied with our Letter of

Engagement and in our correspondence or discussions with you. You remain solely responsible for all aspects of a Matter that are outside the Services. If you have any uncertainty, we recommend that you obtain appropriate specialist advice. We are happy to provide referrals or recommendations as to who to contact for such specialist advice, but we are not liable for the performance of any such specialists, or any referrals or recommendations we may make.

2.3 **Future information changes:** Our Services are based on the information and applicable law known, available and in effect, at the time the Services are provided. Information and applicable law may change over time. We are not responsible to update you in relation to the effect of any change in information or applicable law, once our Services are completed.

2.4 **Professional requirements:** We are committed to serving you professionally and ethically. In performing the Services, we will:

(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 could best be achieved;

(d) provide you with information about the work being 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) treat you fairly, respectfully and without discrimination;

(h) keep you informed about the work being done and advise you when it is completed; and

(i) let you know how to make a complaint and deal with any complaint promptly and fairly.

2.5 **Duties:** Our duties are owed to you, being the person named in our Letter of Engagement. The obligations we owe you as a client are described in the Lawyers and Conveyancers Act 2006 (**Act**) and the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**Rules**). Those obligations are subject to overriding duties that we owe, including as officers of the Courts and in relation to the administration of justice.

2.6 **Instructions:** You agree to promptly provide us with clear instructions regarding each Matter. Where clear instructions cannot be readily obtained from you, we may stop work on a Matter until these are received.

2.7 **Communication:** We do not accept any liability for loss arising from non-receipt of, damage to, or compromise of any communication, including e-mail or other internet-based communications.

2.8 **Reliance:** Only you may rely on the advice we provide. A third party must not rely on any advice we provide, without our prior written consent.

2.9 **Intellectual property:** We, and our licensors, retain ownership of all intellectual property rights in any document or other material we create for or provide to you as part of the Services (**Output**), unless we otherwise agree. You may copy, use and distribute the Output only for the purposes contemplated by the Services (if any).

2.10 **IT systems and artificial intelligence:** We use a variety of IT systems and tools when providing the Services and in the operation of our business, including artificial intelligence (generative AI, large language models and others) (**IT and AI Tools**). Without limiting our obligations regarding confidentiality set out in clause 11.12, you consent to our use of such IT and AI Tools, including the input of your personal information and other information relating to your Matter into such IT and AI Tools. We remain responsible for the quality and accuracy of all Services we perform for you, whether or not they use IT and AI Tools.

2.11 **Recording calls/meetings:** We are not permitted to make video or sound recordings of any person without informing the person of our intention to do so. We may inform you of this verbally, in writing or by using automated tools (for example as part of an automated message on our phone system, or a system generated notification on a video conference). We may keep video or sound recordings, and associated transcripts, which will be managed in accordance with clause 11 below. Recordings, and associated transcripts, may be used to progress your Matter or in the provision of our Services, including file notes, affidavits and other documents.

3. CLIENT ONBOARDING

3.1 **Legislative frameworks:** Law firms are required to have systems in place to help tackle money laundering and financing of terrorism, under the Anti-money Laundering and Countering Financing of Terrorism Act 2009. This means we need to on-board you as a client and complete 'client due diligence'. We refer to this as completing 'CDD'.

3.2 **Identifying information:** We are required to obtain information identifying you and those that are able to act on your behalf. Depending on your entity type, we may also need to obtain information about your assets, financial arrangements and ownership. In addition, where any existing information we hold is outdated, or there has been some change, we may also need to collect additional information from you. This information is held by us on a confidential basis.

3.3 **Process:** We will follow up with you separately to let you know what information we need to collect and determine the best way of collecting it. We may utilise the services of a specialist CDD business, such as First AML, to assist us with completing CDD.

3.4 **CDD fee:** A CDD fee will be incurred in relation to the completion of CDD (**CDD Fee**). Our CDD Fees are as follows:

CDD	
Individuals/Couples	$95 (plus GST)
Companies/Limited Partnerships	$175 (plus GST)
Trusts, Estates and other entities	$250 (plus GST)

3.5 **Commencement:** We may be required to obtain all necessary information and complete CDD before we commence work for you on a Matter. Therefore, a delay in providing the information may cause a delay in the provision of our Services.

3.6 **Termination:** Where we are unable to obtain all necessary information to complete CDD we may terminate the Services by notice in writing to you.

4. WARRANTIES, LIABILITY AND INSURANCE

4.1 **Consumer Guarantees Act:** Where you are retaining us to do work for you for the purposes of a business (and not personal or domestic purposes), and you are in trade, you agree that the Consumer Guarantees Act 1993 (**CGA**) will not apply to the provision of the Services. In all other cases the CGA will apply.

4.2 **Limitation of liability:** If the CGA does not apply, our liability to you is limited in aggregate, in respect of each engagement to perform Services, to $500,000. We will not be liable to you in excess of this amount, whether as a result of any act or omission, and whether in contract, tort (including negligence), statute, equity or otherwise. Where we are acting for more than one person or entity in respect of an engagement to perform Services, this aggregate liability cap applies in respect of all people or entities. This liability cap is for the benefit of us, and all of our partners, employees, contractors and agents.

4.3 **Further limitations of liability:** In addition to the limitation of liability set out above, we may require specific limitations and exclusions of liability to be agreed before we agree to perform Services for you, or during the provision of Services where the scope of such Services changes or becomes known in more detail. If an additional limitation or exclusion of liability applies, it will be set out in our Letter of Engagement or other written correspondence with you.

4.4 **Lawyers Fidelity Fund:** The lawyers fidelity fund exists to provide compensation if you suffer a monetary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to you or while they are acting as a trustee. The maximum amount payable from the fund by way of compensation is limited to $100,000 per individual claimant. Except in certain circumstances, the fund does not cover you for any loss relating to money that you instruct us to invest on your behalf.

4.5 **Professional indemnity insurance:** We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

5. FEES AND CHARGES

5.1 **Obligations:** Our fees and charges are required to be calculated in accordance with these Terms, the Rules and the Act.

5.2 **Fees:** Unless we have agreed to another fee structure with you in writing, or clause 5.4 applies, our fees for undertaking Services (**Service Fees**) are generally based on the time expended to complete the Services, which is charged at our usual hourly rates, but remain subject to adjustment due to other relevant factors specified by the Rules, including:

(a) the importance of the Services to you, and the results achieved;

(b) the urgency and circumstances in which the Services are undertaken, and any time limits imposed, including those time limits imposed by you;

(c) the degree of risk assumed by us, including the amount or value of any property involved;

(d) the complexity of the Services and the difficulty or novelty of the questions involved;

(e) the possibility that the acceptance of the particular retainer will preclude future clients engaging us;

(f) the reasonable costs of running a law firm;

(g) any estimate provided; and

(h) the fees customarily charged in the market and locality for similar legal services.

5.3 **Hourly rates:** Our hourly rates are based on the level of skill, experience, specialist knowledge, reputation and ability of the people undertaking the Services. Our hourly rates are specified in our Letter of Engagement and are available on request. Our hourly rates may change as at 1 April each year, or if one of our team members changes their role or joins NW during the year, without notice to you.

5.4 **Value billing:** We continue to invest heavily in our systems and processes relating to our delivery and performance of Services, the development of our intellectual property and our IT and AI Tools. In some cases, the use of such intellectual property and IT and AI Tools will reduce the time spent to perform the Services, while we continue to provide you with the same outputs, deliverables and value. In this case, our Service Fees will be set taking into account the factors described in clause 5.2, as well as the outputs, deliverables and value provided as part of the Services.

5.5 **Services:** Services carried out by us may include (without limitation) meetings, phone calls, video conferences, emails with you or on your behalf, considering and analysing the relevant law and facts, reading, considering and analysing relevant information, drafting and amending documents, involvement in court proceedings (if applicable), instructing third parties on your behalf, time spent travelling and administration that specifically progresses your Matter or the Services we are undertaking.

5.6 **Administration Fee:** We charge an administration fee in addition to the Service Fees, which is calculated at up to 5% of our Service Fees (**Administration Fee**). We will separately show our Administration Fee on each invoice we issue. Our Administration Fee covers our internal costs and general administration relating to our provision of the Services. We do not charge separately for individual internal and external office expenses incurred in the ordinary course of performing the Services, such as toll calls, faxes, printing, file/matter set up costs, photocopying and/or postage and IT costs, although we may charge for specific Disbursements as set out below.

5.7 **Disbursements:** Disbursements are the costs that we incur directly as a result of undertaking the Services for you or that we incur on your behalf as your agent (**Disbursements**). They are separately listed in our invoice and are additional to our Service Fees and Administration Fee. Disbursements are recovered at their cost to us with no margin. Disbursements may include for example public registry search and registration fees, other agents' fees, third party payments,

court and tribunal filing fees, barristers' fees, travel expenses, document management fees, third party service fees (for example dictation), courier fees and specific IT platform and usage costs (if required for your Matter). You authorise us to determine whether each Disbursement has been incurred by us as principal or as your agent.

5.8 **Commission:** Where we are holding monies on your behalf on interest bearing deposit, unless otherwise agreed we will deduct a commission of 5% of gross interest received (**Commission**).

5.9 **GST:** We charge, and you must pay, GST (where applicable) in addition to our Service Fees, Administration Fee, CDD Fees, Disbursements and Commission (**Charges**). We will require you to pay the GST component of any Disbursements.

5.10 **Estimates:** We may provide estimates of our Service Fees from time to time. Unless expressly stated, we do not provide quotes. Any estimate provided is for the Service Fee component of the Charges only, unless otherwise expressly specified. Estimates of Service Fees are subject to change, are not binding, and are not a quote. We will use reasonable endeavours to advise you if an estimate is likely to be exceeded. Service Fee estimates are exclusive of, and plus, GST and Charges.

5.11 **Credit limit:** We may allocate a credit limit to you, which will apply in respect of all amounts that you may owe us from time to time. Your credit limit must not be exceeded. We may alter the credit limit from time to time in our discretion. Your credit limit is confidential. If your credit limit is exceeded, we may stop doing your work, and request that any third parties we have instructed to stop doing your work, until payment is received or we agree alternative arrangements with you.

5.12 **Security:** In some cases, we may require you to provide security for payment, for example a personal guarantee from the directors/shareholders where we are acting for a company. We can stop providing the Services until you have provided that security.

6. INVOICING AND PAYMENT

6.1 **Agreement to pay:** By engaging us to perform the Services, you agree to pay the Charges.

6.2 **Invoice timing:** We will issue you with an invoice for our Charges in arrears, at the end of each month, when a material milestone is completed, or on completion of your Matter. We may provide interim invoices during a month if we reasonably consider that our Charges are approaching or exceeding your credit limit, where our Charges have accrued to a material amount or where we have concerns about your ability to pay the Charges.

6.3 **Payment:** Unless we have agreed to another payment timeframe with you in writing, you must pay each invoice issued by us within 14 days after the date of our invoice. Payment is deemed not to have occurred until we have received the payment into our nominated bank account.

6.4 **Authority to deduct:** You irrevocably authorise us at any time, and without notice, to deduct our Charges from any money that we hold on your behalf (including a payment in advance, bond, amount held in our trust account, funds held on deposit or other amount), and to apply the deducted amount in satisfactionof the applicable invoice.

6.5 **Payment methods:** You can pay any amount due to us by electronic banking to our nominated account, which is set out on our invoice or in the information accompanying our invoice.

Alternatively, our Hamilton reception has credit card payment facilities available during business hours. We no longer accept cheques.

6.6 **Instructions on behalf and joint instructions:** If you engage us on behalf of another person or entity, we will issue our invoices for Charges to you, and you must seek reimbursement from the other person. Where you engage us together with one or more other people or entities, each of the people and entities engaging us are jointly and severally liable for the payment of our invoices for our Charges. We are entitled to rely on instructions provided by one or more of the joint people or entities engaging us.

6.7 **Disputed amounts:** If you dispute any amount invoiced, please contact us to discuss the matter. You can contact the person performing the Services, the person supervising the Services being undertaken (contact details are set out in our Letter of Engagement) or our General Manager whose contact details are set out in the Complaints section below.

6.8 **Account verification:** You are responsible for verifying the accuracy of our bank account number prior to making payment to us. We strongly recommend phoning us at 07 834 6000 to verify our bank account number before you make any payment to us. If you make payment to an incorrect bank account instead of our bank account, including as a result of a fraudulent, criminal or cyber security activity, your payment obligations under these Terms will not be satisfied, and you will remain liable to pay any amount that we have not received (in addition to any amount already paid to an incorrect bank account).

7. PAYMENTS IN ADVANCE AND BONDS

7.1 **Payments in advance:** We may require you to pay us in part or in full before we start undertaking Services, or at any point during a Matter. Such funds will be held in our trust account and are subject to deduction as set out in clause 6.4 above. We may stop performing Services until any such amount is paid to us.

7.2 **Bonds:** We may require you to pay a bond to us before we start undertaking the Services, or at any point during a Matter. Such funds will be held in our trust account for the duration of the Matter, and are subject to deduction as set out in clause 6.4 above. If we deduct any amount from the bond, we can stop performing work until the full amount of the bond has been reinstated.

7.3 **Significant disbursements:** If we anticipate having to pay significant Disbursements on your behalf, we may require that you pay these to us into our trust account in advance of being incurred by us, and you authorise us to use such funds to pay the Disbursements.

8. FAILURE TO PAY ON TIME

8.1 **Anticipated payment problems:** Please urgently contact us if at any stage you consider that you may have difficulty in paying our Charges, whether invoiced or not. Legal aid may be available in respect of some Services, and in other cases we may be able to refer you to another law firm to assist.

8.2 **Legal aid:** If you wish to apply for legal aid in relation to your Matter, please let us know. Additional terms and conditions may apply to your Matter where your legal aid application is accepted. You will be liable to pay our Charges if your legal aid application is not accepted, or if it is withdrawn or cancelled at any time during your Matter. You authorise us to share your personal information and other information relating to your Matter with the Ministry of Justice

(or other government department or organisation responsible for administering legal aid) in relation to your legal aid application or your legal aid grant (including where withdrawn or cancelled).

8.3 **Invoice financing:** You may be eligible to obtain credit from third parties to pay our Charges. Any credit arrangements are entered into directly between you and your chosen third party credit provider, and do not involve NW. Your third party credit provider may pay our Charges directly. You will be responsible to pay the third party credit provider directly for interest, fees and charges relating to the credit, in addition to the repayment of the amount of credit provided, in accordance with the terms and conditions that you agree with the third party credit provider. You must promptly follow all invoice approval processes, set by your third party credit provider or us, to ensure that our Charges are paid. You will be liable to pay any part of our Charges that are not paid by your third party credit provider, or if your third party credit application is not accepted, or any approved application is withdrawn or cancelled. You authorise us to share your personal information and other information relating to your Matter with your third party credit provider. Any queries or complaints relating to your third party credit provider should be directed to them.

8.4 **Our options:** If you do not pay any amount invoiced to you on or prior to the due date for payment, we may do one or more of the following, without prejudice to any of our other rights or remedies:

(a) charge interest at a rate of 18% per annum, calculated on a daily basis from the due date for payment until the date that payment is actually made to us, and you agree to pay such interest;

(b) take action against you to recover any monies due, including without limitation debt recovery, listing you with a credit referencing agency or enforcing any security you have provided to us;

(c) charge you all costs and expenses we incur (whether internal or external) in recovering or attempting to recover any amount that you owe us, including legal costs on a solicitor-client basis; or

(d) stop doing further work for you, or any entity associated with you in relation to any one or more Matters.

8.5 **Lien:** You acknowledge that we may have a solicitors' lien in relation to any documents, records, files or property that we hold on your behalf. A lien is a right for us to retain your property until we have received payment in full. Any lien that we have is subject to our obligations under the Rules, the Act and the Privacy Act 2020.

9. TERMINATION OF SERVICES

9.1 **Your right to terminate:** You may terminate all or part of the Services at any time, by providing reasonable written notice to us.

9.2 **Our right to terminate:** We may terminate all or part of the Services by providing reasonable written notice to you where we have good cause to do so or where permitted by the Rules. Good cause may include situations such as where you do not provide us with prompt instructions, you are unable to, or do not, pay our Charges, you give us instructions that require us to breach any professional or ethical obligation we have, where your conduct towards us or

any of our staff or other clients is inappropriate, you mislead or deceive us in any material respect, or in non-litigation Services you act against our advice or act in a way that we believe is highly imprudent and may be inconsistent with our fundamental obligations as lawyers. If we terminate the Services, we will use reasonable efforts to help find you a new lawyer.

9.3 **Effect of termination:** If the Services are terminated, we will immediately stop providing the Services and will, if applicable, commence any post termination Services. Post termination Services will include any reasonable steps that we need to take to give effect to the termination of the Services, and are provided at your cost. Examples of post termination Services include:

(a) where legal proceedings have been filed, our duties require us to notify the Court that we have ceased acting for you. In some cases, for example Family Court matters, we will need to file an application to be removed as the solicitor on record.

(b) if we (or one of our related entities) are removed or retire as an independent trustee of your trust, documents will need to be produced and signed which formally record our removal or retirement, and the records of title for land or other assets owned by the trust will need to be updated as well (if any). Usually, your new independent trustee will prepare and provide us with the change of trustee documentation, and we will review, sign and return it to you. If your new independent trustee does not make arrangements to deal with this within a reasonable time, or no replacement independent trustee is appointed, we will prepare the required documents, circulate for signing, have the records of title updated (if any) and take all reasonable steps to give effect to our removal/retirement.

9.4 **Final invoices:** We may issue one or more final invoices for Charges accrued to the date of termination, and any additional Charges incurred in relation to the post termination Services described in clause 9.3 above. All invoiced amounts, including the final invoice(s), remain payable after the termination of the Services in accordance with clause 6.

9.5 **Survival:** Any clause of these Terms intended to survive termination of the Services will so survive. Termination of the Services is without prejudice to any rights or remedies that either party may have against the other.

10. MONEY HANDLING

10.1 **Trust account:** We maintain a trust account for all funds that we hold on behalf of clients, except those funds that we receive for the payment of an invoice. Our trust account name and number is: Norris Ward Trust Account 02 0316 0400123 02.

10.2 **Cleared funds:** Money that we receive into our trust account must be cleared before we can pay it out to a third party. Money becomes cleared when it is no longer subject to recall or reversal. If you are buying property, refinancing or undertaking another transaction, then you will need to ensure the payment to our account is in cleared funds (which can be arranged with your bank), or pay it to us with enough time for the payment to clear. Where we receive money from a third party on your behalf, we will wait for that money to clear before paying it out to you.

10.3 **Deposit and interest:** If we hold funds on your behalf, we will deposit them into our trust account. No receiptwill be issued unless you request one. Where you have complied with applicable law (for example banking requirements such as FATCA, CRS and AEOI) and where it is reasonable and practicable, we will place those funds on interest bearing deposit. In all other cases, funds will not earn interest.

10.4 **Interest rate:** The deposit interest rate will be that offered by our bank, less the bank's commission and our Commission. We are not responsible to obtain the best interest rate available. Interest rates are all subject to change.

10.5 **Tax:** Withholding tax will be deducted on interest earned and paid to the IRD. If we do not have your IRD number, withholding tax will be deducted at the default rate, which may be higher than your actual tax rate.

10.6 **Currency:** Our trust account is held in NZD. If money is paid to our trust account in a foreign currency, we will convert that money to NZD at the rate available from our bank. We are not responsible to obtain the best exchange rate available. Exchange rates are all subject to change. Exchange fees are at your cost.

10.7 **Setoff:** Money we hold on your behalf is subject to deduction pursuant to clause 6.4 and may be subject to the lien described in clause 8.5.

10.8 **Dormant balances:** If we have credit balances in our trust account in your name of less than $40, and after making appropriate efforts we are unable to contact you (and we do not have details of your previously nominated bank account), you authorise us to donate those credit balances to a charity (registered pursuant to the Charities Act 2005) of our choosing. This authorisation is in addition to any other right available to us, for example paying that credit balance to the IRD as unclaimed money.

10.9 **Payment verification:** If we need to make a payment of over $5,000 to anyone as part of your Matter, we need to confirm the bank account number of the person we are paying. We will do this either in person, by phone or by checking against our approved payee list. We will not be able to make the payment until we have received this confirmation.

11. INFORMATION HANDLING

11.1 **Provision of information:** You agree to provide us with any information that we may reasonably require to carry out the Services, meet our statutory obligations, enforce any of our legal rights against you, and for our statistical and practice development purposes. You are responsible for the accuracy of any information that you provide to us, as we will act in reliance on the information you provide.

11.2 **Required information:** If we are required to collect information pursuant to applicable law, we will let you know what law applies and whether the supply of information is voluntary or mandatory, and, if voluntary, the effect of not providing the information.

11.3 **Indemnity:** You agree to indemnify us against all liability arising out of or flowing from your provision to us of information that is incorrect or otherwise misleading, or from the provision to us of information from any person purporting to be you, where we have acted or relied upon this information. You acknowledge that we do not have to check the accuracy ofinformation provided to us.

11.4 **Storage:** We may store your information electronically and/or physically, in our discretion. Physical information you provide to us may be scanned, and stored electronically. We may destroy the original unless you first request it to be returned to you or we have agreed to hold it in safe custody (for example your Will).

11.5 **Retention of files:** Copies of all files will be retained electronically for a minimum period of seven months after we have notified you that we have completed your Matter, or such longer period as may be required by the New Zealand Law Society. At the end of this period, we may, in our discretion, destroy the electronic files without further notice to you. Where an electronic copy of a file is destroyed by us in accordance with the above authority, you release us from all liability whether direct, indirect or consequential, arising out of or flowing from such destruction.

11.6 **Document ownership:** We agree with you as follows:

(a) As between us and you, you will retain ownership of all documents, records and other property that you provide to us, or that are provided to us on your behalf, including all documents we receive from you or third parties during the provision of the Services (including emails, letters, contracts/agreements and deeds).

(b) You will own all documents relating to the treatment of your money (for example trust account statements).

(c) Subject to clause 2.9, and the payment of all Charges relating to the Services, you will own the final version of the following documents and records that we create in the provision of the Services: letters and emails that we send to you or a third party on your behalf, contracts/agreements, deeds, instruments, instructions and briefs to counsel.

(d) We will at all times own all draft or incomplete documents and records that we create in the provision of the Services, and all file and diary notes (including of telephone calls and meetings with you and third parties), our internal emails and memos, research materials, time records, authority and instruction forms, waivers, irrevocable instructions, and all other documents created for our benefit.

11.7 **Collection of file:** At any time prior to destruction, including if the Services are terminated for any reason, you (or your new solicitor) may notify us in writing that you wish to receive a copy of your electronic file relating to your Matter. On receipt of such a request, but subject to any lien in our favour, we will make all documents that you own available as soon as reasonably practicable. We are not required to provide copies of any documents that relate to your Matter that we own or that are subject to a lien. Unless we agree otherwise, we will supply your documents by providing a link to an electronic storage location, where you can download the documents.

11.8 **Lien and Privacy Act:** Our rights set out in clauses 11.6 and 11.7 remain subject to the Act, the Rules and the Privacy Act 2020.

11.9 **Collection of deeds:** Deeds may be stored by us for safe keeping. At any time while we are in possession of your deeds, you may notify us in writing that you wish to uplift them. On receipt of such a request, but subject to any lien in our favour, we will make your deeds available for your collection within a reasonable time. We will provide copies of your deeds to you, or a third party you have authorised, at any time on your request.

11.10 **Retention generally:** We may retain a copy of any documents, records, deeds or other property that we provide to you, including as part of a collection of your file under clause 11.7.

11.11 **Multiple clients:** Where we are acting for multiple clients on one file, and a person that is not our client requests a file, we will require the written consent of all clients before we release the requested information.

11.12 **Confidentiality and privacy:** Any confidential information provided to us is held subject to the Rules and the Act. Any personal information held by us about you is held subject to the Privacy Act 2020 and our Privacy Policy which is available at norrisward.nz.

11.13 **Disclosure:** In addition to any disclosure right we may have in the Rules or the Act, you agree that we may disclose any document that we hold on your file or that relates to your Matter (regardless of ownership, confidentiality or whether the document is privileged) to a standards committee, Court or tribunal, or to our advisors, if you make a complaint or other allegation against us.

12. GENERAL

12.1 **Partnership changes:** These Terms are not affected by any change in the makeup of the Norris Ward partnership.

12.2 **Governing law:** These Terms are governed by New Zealand laws, and the New Zealand Courts have non-exclusive jurisdiction to determine any dispute arising out of these Terms.

12.3 **Waiver:** None of the provisions of these Terms will be considered to be waived by us except when such waiver is given in writing and signed by us.

13. COMPLAINTS

13.1 **Procedure:** We have a procedure for handling any complaints made by you that is designed to ensure that any complaint is dealt with properly and fairly. If you have a complaint about our Services, Charges, or any other matter, you may refer your complaint to the person performing the Services or the person supervising the Services. If you do not wish to refer yourcomplaint to one of those people, or you are not satisfied with that person's response to your complaint, you may refer your complaint to our General Manager. Our General Manager's contact details are as follows:

(a) Post: NW General Manager
Private Bag 3098,
Waikato Mail Centre,
Hamilton, 3240

(b) Email: ***lawyers@norrisward.nz***

(c) Phone: 07 834 6000

13.2 **NZLS complaints service:** If you are not satisfied with our treatment of your complaint you have the right to refer the matter to the New Zealand Law Society which also runs a complaint service. Further information is available at www.lawsociety.org.nz.