

Client Information and Terms of Engagement

1. Services to be provided

The following is a summary of the legal services I expect to be providing to you:

- 1.1 Advice and attendances in relation to your legal matter.

2. Fees

The basis on which my fees will be charged is as follows:

- 2.1 My fee for this brief may be based on a number of factors specified by the New Zealand Law Society including time, expertise, importance, urgency and results achieved.
- 2.2 I record time spent on the file at a rate of \$450.00 per hour (plus GST) although the value of time recorded is only one of the factors which I will take into account in setting of the fee. I reserve the right to review the hourly rate from time to time.
- 2.3 I usually render invoices monthly. I require payment within 14 days of receipt. I may require interest at 1.5% per month to be paid on any amount which is more than 14 days overdue.
- 2.4 I may require you from time to time to pay funds to the instructing solicitor's trust account on account of my fees and disbursements in advance of carrying out work. By accepting these terms of engagement you irrevocably agree that the instructing solicitor is authorised to deduct all fees and disbursement (in respect of the invoices rendered, either outstanding or current) from monies held to your credit in the instructing solicitor's trust account and this authority shall continue notwithstanding the end of my engagement.
- 2.5 I may also ask you from time to time to pay funds to a solicitor's trust account on account of fees and disbursements.
- 2.6 Disbursements (such as photocopying, travel expenses) will be in addition to my fees and/or charged as a separate office expense charge.

3. Professional indemnity insurance

- 3.1 I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. The lawyer's Fidelity Fund does not provide any cover in relation to a barrister sole as barristers sole do not hold client's funds.

4. Complaints

- 4.1 If you have complaints about my services, I would be happy to meet with you to discuss the complaint so that we can attempt to resolve any issue between ourselves.
- 4.2 If you do not wish to meet with me to discuss the complaint, or if we are unable to resolve it, then I invite you to refer your complaint to a nominated barrister.
- 4.3 If you do not wish to have the complaint dealt with in that fashion, or you are not satisfied with the response to your complaint, you may refer your complaint to the New Zealand Law Society (Lawyers Complaints Service) 0800 261 801.

5. Retention of files and documents

- 5.1 At the conclusion of your matter the file will either be returned to you or to my instructing solicitor for storage. Otherwise, you authorise me to destroy all files or documents for this matter seven years after my engagement ends.

5.2 Important original documents such as Agreements or Court Orders will ordinarily be held for safekeeping by my instructing solicitor (or otherwise at your direction). They will not be held by me as I do not have the facility for their long term retention.

6. Client care and service

6.1 Please find set out below a copy of the client care and service information that I am to provide to you under the Lawyers Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

6.2 If, during the course of my work for you, I form the view that in all the circumstances it would be in your best interests or in the interests of justice for an instructing lawyer to be retained, I will discuss with you the potential engagement of an instructing lawyer.

6.3 Whatever legal services your lawyer is providing, he or she must:

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

6.4 The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers (the Rules). Those obligations are subject to other overriding duties, including duties to the Courts and to the justice system.

6.5 If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

7. General

7.1 These terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them. I am entitled to change these terms from time to time, in which case I will send you the amended terms.

8. Acceptance

8.1 Please confirm your acceptance of these terms either by signing a copy of this letter below and returning it to me, or by accepting by some other written means, including email.

In any event, if you or the client advise me orally of your acceptance or if you or the client instruct me to proceed to act as counsel, you and the client will be bound by these terms.