

## STANDARD TERMS OF ENGAGEMENT

### 1. Standard Terms

This document contains my standard terms of engagement. Unless we agree otherwise in writing, these terms of engagement will govern our relationship. By instructing me to act for you, you will be deemed to have agreed to them.

If you have any questions about these terms, please do not hesitate to contact me.

### 2. Instructions

I record that you wish to instruct me directly, without an instructing solicitor. As I am a barrister, I cannot undertake certain types of legal work, including transactional matters, and I cannot act as a general agent or attorney.

Unless we have agreed otherwise in writing, you have instructed me on a non-exclusive basis.

### 3. Fees and disbursements

Before I accept your instructions, we will agree the basis upon which will charge you for my services. This may be on the basis of the amount of time I spend on your matter, we may agree a fixed fee or we may agree some other method of charging.

To ensure that my fees are fair and reasonable, having regard to your interests and mine, I will also take into account the factors set out in rule 9.1 of the Lawyers: Conduct and Client Rules 2008. These include:

- the complexity of the matter
- the skill, specialised knowledge, and experience required
- the responsibility involved
- the importance of the matter to you and the results achieved
- the urgency of the matter
- the circumstances in which my services were provided.

My invoices will include New Zealand Goods and Services Tax (GST) where applicable.

In addition to my fees, incidental office expenses (such as copying, printing, binding, telephone, fax and courier charges) may be charged.

If I make any payments or disbursements to third parties on your behalf, you will reimburse me on receipt of my invoice.

### 4. Legal Aid

In some cases, I may be able to act for you on a grant of legal aid. If Legal Aid is available we will discuss the application process.

### 5. Billing

My practice is to invoice fortnightly and/or on completion of work.

My invoices are payable 14 days from the date the invoice is rendered unless alternative arrangements have been made between us. Please raise any queries you have about any invoice within seven days of receiving it.

My invoices are payable in New Zealand dollars unless we have agreed otherwise.

If on your instructions, I have agreed to send an invoice to a third party, and that third party fails to pay the invoice within 14 days from the date the invoice is sent, I will send you an invoice for the same amount, which you must then pay within 14 days.

If my invoices are not paid by the due date, I may charge interest at the rate of 15% per annum.

You will be liable for all legal and debt collection costs that may be incurred obtaining or attempting to obtain payment of my invoices, together with interest.

## **6. Conflicts of interest**

Where I am acting for you on a matter, I will not (without your consent) act for another person who has opposing interests on the same or any closely related matter. In addition, I will not (without your consent) act for another client where I hold confidential information concerning you or your affairs that I have acquired in the course of acting for you, where disclosure of that information to that other client would be likely to adversely affect your interests.

If a conflict of interest arises, I will tell you and, if necessary, I will cease to act for you.

## **7. Confidentiality**

I will hold in confidence all information concerning you and your affairs that I acquire in the course of acting for you. I will not disclose this information to any person, unless you expressly or impliedly authorise me to do so, except to the extent required to represent you or as permitted by Lawyers: Conduct and Client Rules 2008.

## **8. Reliance**

You are the only person who may rely on my advice. I owe no duty or liability to any other person, including for example any associated companies, shareholders, directors, employees, or family members. If you want any other person to be able to rely on my advice, my written agreement is required.

My advice is opinion only, based on the facts known to me and on my professional judgement, and is subject to any changes in the law after the date on which the advice is given. I am not liable for errors in, or omissions from, any information provided by third parties.

My advice relates only to each particular matter in respect of which you engage me. Once that matter is at an end, I will not owe you any duty or liability in respect of any related or other matters unless you specifically engage me in respect of those related or other matters.

Unless otherwise agreed, I may communicate with you and with others by electronic means. I cannot guarantee that these communications will not be lost or affected for some reason beyond my reasonable control, and I will not be liable for any resulting damage or loss.

## **9. Document destruction**

My policy is to retain clients' files in paper or electronic form for seven years, except for some files which I may choose to retain longer. However, I may destroy files at any time. Unless you notify me in writing before a file is destroyed that you do not wish it to be destroyed, you will be deemed to have consented to that file (whether in paper or electronic form) being destroyed.

I may choose to convert your paper file into electronic form. If I do so I may destroy the paper file at any time.

## **10. Termination**

Where you give me an instruction, and I rely on that instruction in something I do, you may not revoke that instruction. Subject to this, you may terminate my engagement at any time.

I may terminate our engagement at any time if:

- you misrepresent or fail to disclose to me relevant facts
- you mislead or deceive me in a material respect
- you adopt a course of action that I believe may be inconsistent with my professional obligations
- I consider that a conflict of interest has arisen
- you do not pay my invoices by the due date.
- You fail to provide me with instructions.

I may also terminate my engagement in any other circumstances requiring or justifying termination in terms of the Lawyers: Conduct and Client Rules 2008.

If my engagement is terminated, I may retain your files until my invoices are paid.

If my engagement is terminated, these terms of engagement will continue to apply to the extent that is appropriate.

#### **11. Privacy**

In the course of acting for you, I may collect and hold personal information concerning you. This information may be used by me to provide services to you. You authorise me to obtain from any person, or release to any person, any information necessary for that purpose, and you authorise any person to release to me information that I may require for that purpose.

Information concerning you will be held at my office. Under the Privacy Act 1993, you have the right of access to, and correction of, your personal information held by me.

#### **12. General**

These terms apply to any current and all future engagements. However, I may vary these terms from time to time and, if I do so, I will inform you of the varied terms. If you continue to instruct me following a variation, you will be deemed to have agreed to the varied terms.