

My terms of engagement and information for clients

Estimates

1. I will provide an estimate if requested. All estimates exclude GST and disbursements.
2. Please note that estimates are not the same as a quote. I will inform you in advance if the estimate is likely to be exceeded.
3. The reality is that matters evolve (scope creep). Anything else you subsequently instruct me on is outside the scope of the estimate. You can of course ask for an estimate for these subsequent instructions and I will gladly give one.

Fees and billing

4. My fees are primarily calculated based on the time I have spent on your matter but may take account of any of the reasonable fee factors set out in the Lawyers Conduct and Client Care Rules:
https://www.legislation.govt.nz/regulation/public/2008/0214/latest/DLM1437903.html?search=sw_096be8ed81a589e1_estimate_25_se&p=1
5. Should I incur disbursements on your behalf (eg payments to third parties required as part of carrying out your instructions) I will on-charge these to you. However, I do not charge office charges, PPP or the like.
6. Should I need to travel as part of carrying out these instructions, I will on-charge these costs to you. Receipts are available on request.
7. I bill matters monthly or on completion. Invoices (including GST) are required to be paid within 14 days and I may decline to do further work after this if you have not contacted me about an invoice within 7 days or paid on time.
8. If my invoices are not paid by the due date, I may charge interest at the rate of 5% per annum.
9. You will be liable for all debt and legal collection costs that I may incur in obtaining or attempting to obtain payment of my invoices, together with interest.
10. I will never use email to advise you of a change to my banking details.
11. Fees in advance – I may require you to pay money in advance of my fees into your solicitor's trust account and to give your solicitor authority to pay each invoice that I send to you, with a copy to them.

Use of advice

12. You are the only person who may rely on my advice and I owe no duty or liability to any other person.
13. The privilege in legal advice that I provide to you is yours and you may choose to waive the privilege. Please let me know if you want to do so (it can prejudice your position

and I will want to make sure you understand the implications of sharing the advice). If you want another person to rely on my advice, my written agreement is required.

14. 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.
15. My advice relates only to each particular matter in respect of which you engage me. Once the 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, and I will not be liable for any resulting damage or loss.

Communications and file keeping

16. My communications with you and others will primarily be by electronic means. While I take all reasonable precautions, 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.
17. I keep electronic client files only and I hold these usually for 7 years. However, I may destroy files at any time without reference to you unless you explicitly request otherwise. I will send you key documents during the course of the instruction so please do not rely on me as your filing system.

Conflicts of interest

18. When I am acting for you on a matter, I will not (without your consent) act for another client against your interests on the same or any closely related matter. Nor (without your consent) will I 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 the other client would be likely to affect your interests adversely.
19. If a conflict of interest arises, I will tell you and, if bound to do so by the Lawyers Conduct and Client Care rules, or if I choose to do so, will terminate my engagement.

Confidentiality

20. I will hold in confidence all information that you provide to me 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 carry out your instructions or as permitted by the Lawyers Conduct and Client Care Rules. This extends beyond the end of the matter.

Privacy

21. In the course of acting for you, I may collect and hold personal information with which the Privacy Act 2020 is concerned. 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. You may choose not to provide

your personal information but please understand that this will likely impact my ability to perform the services for which you have engaged me.

22. I may disclose your name and address to third parties for credit management or collection processes if it is reasonable to do so.
23. Any personal information held will be held at my office (see paragraph 17 about my keeping electronic files above). Under the Privacy Act 2020 you have the right of access to, and correction of, your personal information held by me.

Termination

24. Where you give me an instruction, and I rely on that instruction in something I do, you may not revoke that instruction. Apart from this, you may terminate my engagement at any time.
25. I may terminate our engagement at any time if:
 - (a) You give instructions that require me to breach any professional obligation
 - (b) You mislead or deceive me in a material respect
 - (c) You do not pay my invoices by the due date
 - (d) You misrepresent or fail to disclose to me relevant facts
 - (e) You fail to provide instructions to me in a sufficiently timely way
 - (f) Except in litigation matters, you adopt a course of action that goes against my advice and that I consider is highly imprudent and may be inconsistent with my fundamental obligations.
 - (g) I consider that a conflict of interest has arisen.
26. I may also terminate my engagement in other circumstances requiring or justifying termination in terms of the Lawyers Conduct and Client Care Rules.
27. If my engagement is terminated, these terms of engagement will continue to apply to the extent that is appropriate.

Limitation of liability

28. My liability, if I am found liable to you for any loss or costs or not otherwise excluded, is limited to twice the amount of my fees for the matter.
29. Any claim you wish to make against me must be filed within 2 years after the date of the act or omission on which the claim is based. This time limit overrides the Limitation Act 2010 and applies regardless of when any relevant fact was first discovered or able to be discovered.

General

30. Unless you advise me otherwise, by instructing me you consent to receive marketing material. I will keep this to a minimum.
31. I did not get into law to fill in status reports for clients. I will provide enough information in my invoices and from engaging with you in carrying out your instructions for you to complete any status reports that you are required to prepare.

Professional indemnity arrangements / Lawyers' Fidelity Fund coverage not available

32. I hold indemnity insurance that meets or exceeds the minimum standards from time to time specified by the New Zealand Law Society.
33. Note that the Lawyers' Fidelity Fund does not provide any cover in relation to my actions because as a barrister I cannot and do not hold client funds.

Complaints

34. I maintain a procedure for handling complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. Please raise a complaint with me in the first instance. It is important to me to know when a client is not happy with a service that I've provided. After this, you may if you wish refer your complaint to the Law Society's Complaints Service: 0800 261 801; email complaints@lawsociety.org.nz For more information visit <https://www.lawsociety.org.nz/for-the-public/complaining-about-a-lawyer/>

Client care and service information

35. I am required to provide you with the following client care and service information from the Lawyers Conduct and Client Care Rules:

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

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

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.

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