

GENERAL TERMS OF ENGAGEMENT AS BARRISTER

1. Services to be provided

The scope of the services to be provided will be agreed in writing at the commencement of any instruction.

2. Fees

Fees for attendances are charged on an hourly, half daily or daily-rate basis, as agreed at the commencement of any instruction. These rates exclude GST. Disbursements in the matter will also be charged as incurred.

Generally, fees charged reflect the time spent on a matter, calculated at the agreed rate, and adjusted where appropriate to reflect other factors such as, for example, the specialised knowledge, skills or responsibility required, the amounts involved, the importance of the matter, urgency and/or the results achieved.

An estimate will be given if requested, but any estimate is given as a guide only and not as a fixed quotation. If required, you can be informed periodically as to the level of fees incurred, or when fees reach a specified level.

Disbursements include out-of-pocket expenses such as travel and accommodation costs, registration and filing costs, court charges, fees of agents, experts and other professionals and similar. These are charged on at cost.

Goods and services tax is also charged as and when required by law.

Where a matter is likely to go to trial or any substantial hearing, I may ask for fee arrangements to be made prior to such an event. In that case, an estimate of likely costs will be given and arrangements will be made for that amount to be secured in advance.

If I require junior counsel to undertake research and/or assist me, his/her account will either be rendered to you separately or included in my account as a disbursement.

For a variety of reasons, some instructions are not completed. If this occurs the work undertaken and costs incurred up to the time of termination will be charged.

In some circumstances, it may be necessary to incur additional time or expense following the completion or termination of a matter. That time is charged for in the normal way.

3. Accounts

As a general practice, interim accounts will be issued on a monthly or bi-monthly basis. There will also usually be a final account on completion of each matter.

Accounts are payable on receipt, and any queries about any account are to be raised within fourteen days of receiving the account in question. If an account is not paid promptly:

- Further work in the matter may be suspended, and custody of the papers or files in the matter may be retained, until all accounts are paid in full; and
- Interest may be charged at up to 10% p.a. on any amount outstanding one month after the date of the account.

4. Professional Indemnity

I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

My liability for any loss caused by me in any way is limited to the amount payable under my professional indemnity insurance in respect of any claim.

5. Complaints

If you have a complaint about my services or charges, you should first discuss them with me but if not satisfied, you may refer your complaint to Ms K G Davenport. Ms Davenport may be contacted as follows:

- By letter addressed to her at PO Box 141, Shortland Street, Auckland 1140;
- By email at kate@katedavenport.co.nz;
- By telephone on (09) 307 8787.

If you do not wish to refer your complaint to Ms Davenport, or you are not satisfied with her response to your complaint, you may refer your complaint to the New Zealand Law Society, PO Box 5041, Wellington, facsimile (04) 473 7909, telephone (04) 472 7837.

6. Termination

You may terminate my brief at any time.

I may terminate my brief in any of the circumstances set out in Chapter 4 the Law Society's *Rules of Conduct and Client Care for Lawyers* (such as if I am misled, if you or your client fail to pay a fee in a timely fashion, or fail to provide instructions in a timely manner when requested).

If my brief is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

7. Reporting

I will regularly report progress. I will try to do this monthly if appropriate, and to advise of any delay in the case.

8. The clients' rights

My obligations are to:

- Act competently, in a timely way and in accordance with instructions received and arrangements made.
- Protect and promote your interests, and act free from compromising influences or loyalties.
- Discuss your objectives with you, 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 a fee that is fair and reasonable and let you know how and when you will be billed.
- Give 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 properly and fairly.

My duties are owed to my client and instructing solicitor. Unless otherwise agreed in writing or required by law, those duties will not extend to others, including for example associated parties such as shareholder or related companies, directors or employees, or parents or other family members. If any other parties wish to retain me, they should do so by separate agreement.

9. Scope of my role

I am the lawyer who will have responsibility for providing the legal services to you and who will charge you for those services. You will deal directly with me in relation to representation and payment of fees.

I will represent and advise on all legal matters that properly fall within the scope of my instructions. You may limit or expand the scope of your instructions at any time, although I may need to undertake a conflict check before accepting any substantial expansion.

I will act in accordance with your instructions and any applicable professional or legal obligations. I will use due care and skill in doing so.

My advice is given for the clients' benefit and interests. If any other parties wish to rely on the advice I give, they can only do so if that is agreed in writing. Similarly, my name and opinions may not be used in connection with any prospectus, financial statement or other public document without our written consent.

When your instructions on a matter are completed, my representation will end.

10. Confidentiality

I regard client confidentiality as of paramount importance. I do not disclose any confidential information obtained as a result of acting for a client unless required or authorised by that client, or by law or the Law Society's Rules Conduct and Client Care Rules.

11. Electronic communications

Unless otherwise agreed with you, I will communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). I do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication.