

TERMS OF ENGAGEMENT

FEES

1. Our fees are charged by an hourly rate. Factors taken into account when setting our fees include urgency and the complexity of the matter. We may charge on a fixed fee basis if agreed upon.
2. We may deduct from any funds held on your behalf in a trust account any fees, expenses or disbursements for which we have provided an invoice. We are also able to accept Amex, Mastercard and Visa payments.

DISBURSEMENTS & EXPENSES

3. Disbursements such as photocopying and travel expenses will be in addition to our fees. A standard office disbursement fee is charged at \$75 per invoice. When we make payments to third parties on your behalf, those costs will be included in our invoice to you.

RETAINER

4. I may ask you to pre-pay amounts to me, or the instructing solicitor for our work. You acknowledge that you authorise us to debit against amounts pre-paid by you.

CONFIDENTIALITY

5. My staff and I will hold in confidence all information concerning your affairs obtained during the course of acting for you.

TERMS OF TERMINATION

6. The engagement will continue until all services have been provided unless terminated by agreement earlier. You may terminate the retainer at any time by written notice.
7. If you terminate the retainer you must pay me all outstanding accounts.

RETENTION OF FILES AND DOCUMENTS

8. You authorise me to destroy all files and documents for this matter 7 years after the engagement ends, or earlier

if I have converted those files and documents to an electronic format.

INSTRUCTING SOLICITOR

9. As a barrister, it is necessary for me to have an instructing solicitor on your file. It is a requirement of the Law Society and there is an administration cost for that service if we require you to put advance funds into their account. I have arranged to use Tucker & Co and the administration cost charged is \$149.50 per invoice. Standard practice is to invoice each time your bill reaches \$1000.00.

LAWYERS FIDELITY FUND AND PROFESSIONAL INDEMNITY INSURANCE

10. As a barrister, I am not covered by the lawyer's fidelity fund.
11. I hold Professional Indemnity Insurance with AON New Zealand. My indemnity insurance meets the minimum standards specified by the New Zealand Law Society.

COMPLAINTS

12. Please address any complaint to Jeremy Sutton in writing in the first instance.
13. You may refer the complaint to the New Zealand Law Society. The phone number for the New Zealand Law Society Complaints Service is 0800 261 801.

ACCEPTANCE OF TERMS

14. I am the barrister who will have overall responsibility for the work on your matter.
15. These terms apply to any current engagement.
16. If these terms are acceptable to you please acknowledge this by signing where indicated on the **attached** copy of this letter and return the same to me.

RE:

I hereby confirm Jeremy Sutton and his staff are authorised to carry out this engagement in accordance with the Terms and Conditions referred to above.

.....
Signature

.....
Jeremy Sutton

.....
Full Name

.....
Date

.....
Date