

# JEREMY SUTTON

Barrister

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## TERMS OF ENGAGEMENT

1. This letter contains client care and service information in accordance with the Lawyers and Conveyancers Act 2008

## UNDERTAKINGS

2. I undertake to consistently act in your best interests and conduct my dealings according to the ethical obligations required of me. This includes the following:
  - a. I will hold in confidence all information concerning your affairs obtained during the course of acting for you.
  - b. I will work together with you to develop a joint understanding of your expectations and discuss the way in which your needs will be met.
  - c. I will conduct your file with care and diligence, requiring that in exchange, you correspond in a timely and cooperative manner allowing me to represent you to the best of my ability.
  - d. I will keep you up-to-date on the progress of your matter and forward to you all important documents received.

## FEES

3. I will either charge you on an estimated fixed fee basis for my work (that I will agree with you before commencing the work) or alternatively at my option, if I consider that charging on a fixed fee basis is not appropriate, I will charge you on an hourly rate basis at a fee per hour specified by me from time to time. Work which falls outside the scope of the estimated fixed fee, will be charged on an hourly rates basis.
4. Factors taken into account when setting fixed fees include urgency and the complexity of the matter.
5. Unless other arrangements are made, our costs will generally reflect the time we spend on a matter, charged at our hourly rates. My hourly rate is \$700.00 plus GST and the barristers who work with me range from \$225.00 to \$465.00 plus GST.
6. Our hourly rates change over time and I will inform you of these changes as they are made.
7. I may deduct from any funds held on your behalf in a trust account any fees, expenses or disbursements for which I have provided an invoice.

## DISBURSEMENTS AND THIRD-PARTY EXPENSES

8. Disbursements such as Court filing fees, travel expenses and courier charges may be incurred which will be in addition to my fees. You authorise us to incur these disbursements which are reasonably necessary to provide the services required. You also authorise us to make payments to third parties on your behalf, which are reasonably required (which may include items such as experts' costs or counsel's fees). When payments are made to third parties on your behalf, these costs will be included in my invoice to you.

## RETAINER

9. I may ask you to pre-pay amounts to the instructing solicitor for my work. You acknowledge that you authorise me to debit against amounts pre-paid by you.



*A bastion is a stronghold, a place to which one turns for safety*

## **ACCOUNTS**

10. Accounts will generally be sent to you on a fortnightly basis, or alternatively, to coincide with certain stages in the proceedings.
11. Payment of all accounts is due within 7 days of the date of the invoice. If your account remains outstanding after 30 days, I will cease work on your matter until arrangements have been made to remedy this.

## **TRUST ACCOUNT**

12. As I am a Barrister, I do not maintain a trust account.
13. I do not draft Wills, Trusts or do non-family work. I will need you to use your solicitor, or the instructing solicitor, to undertake relationship property settlements and my role is at an end once the Section 21/Section 21A or Deed of Settlement is signed.

## **TERMS OF TERMINATION**

14. The engagement will continue until all services have been provided unless terminated by agreement earlier. You may terminate my services at any time by written notice.
15. If you terminate my services you must pay all outstanding accounts before your file is uplifted.
16. I also reserve the right to terminate my services upon the giving of written notice, when to do so would be consistent with my ethical obligations. Situations in which this may occur include (but are not limited to), where there is an outstanding account which has not been paid, you have not provided instructions to me, or where there is a material breakdown in the relationship of trust and confidence.

## **RETENTION OF FILES AND DOCUMENTS**

17. You authorise me to destroy all files and documents for this matter two years after the engagement ends, or earlier if I have converted those files and documents to electronic format.

## **INSTRUCTING SOLICITOR**

18. As a barrister, it is necessary for me to have an instructing solicitor on your file. You have the ability to select an instructing solicitor of your choice however if you do not have one, I can arrange to use a suitable lawyer.
19. It is a requirement of the Law Society and there is an administration cost for that service if I require you to put funds into their account. The instructing solicitor would normally send you their Terms of Engagement indicating what their costs might be.

## **COMPLAINTS**

20. If you have any complaints about my services, I encourage you to call me to discuss these as soon as possible. I will ensure your concerns are listened to and given careful consideration.
21. If your concerns are unable to be remedied, you may wish to refer the complaint to the New Zealand Law Society. The phone number for the New Zealand Law Society Complaints Service is 0800 261 801.

## **LAWYERS' FIDELITY FUND AND PROFESSIONAL INDEMNITY INSURANCE**

22. As a barrister, I am not covered by the lawyers' fidelity fund.
23. I hold Professional Indemnity Insurance under the New Zealand Bar Association Scheme. My indemnity insurance meets the minimum standards specified by the New Zealand Law Society.

## **ACCEPTANCE OF TERMS**

24. If I do not hear from you to the contrary, I will assume you agree with the terms contained in this letter. If these terms are not acceptable to you, please advise me at the earliest possible opportunity.