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Telephone (09) 263 6953  
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14 September 2009

[Client name]  
[Address]

Dear

**TERMS OF ENGAGEMENT FOR PROVISION OF LEGAL SERVICES FOR FAMILY MATTERS**

**BACKGROUND**

1. I confirm my acceptance to act as your lawyer in accordance with your instructions.

2. **PURPOSE OF ENGAGEMENT**

You have requested that we provide legal advice in your dispute with your former partner [insert details].

**APPROACH TO ENGAGEMENT**

3. I envisage my work will include, but will not be limited to:
- (a) Providing initial advice.
  - (b) Obtaining relevant information from other parties and any appropriate Government Department.
  - (c) Discussions and correspondence with the Court and other lawyers.
  - (d) Preparing Court documentation.
  - (e) If a negotiated agreement cannot be reached, appearing at all Court proceedings relating to the matter.
  - (f) All attendances with you and others as necessary to achieve our agreed strategy and advance the advice given and agreed.

**PERSONS RESPONSIBLE FOR THE WORK**

4. Jeremy Sutton will be responsible for this case. The engagement will be managed by him with assistance from other appropriate staff as required, including Anna Ting and Clare Renwick, Barristers together with Sheena Lau, Law Clerk and Shaney Watson, Personal Assistant.

**FEES**

5. My fees are charged in accordance with guidelines laid down by the Rules of Professional Conduct of the New Zealand Law Society. In fixing the fee, I am obliged to charge a fair and reasonable fee, taking into account matters such as:

- The time spent
- The skill, knowledge and responsibility required
- The value of property involved
- The importance and urgency of the matter

- The reasonable costs of running a practice
  - The result
6. As discussed, the charge rate for myself, my junior barristers and PA are **[insert fee structure]** plus GST per hour, respectively. The difference in charge rates reflects the experience each of us has. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.
  7. Our terms of payment are 7 days from the date of the invoice. Failure to comply with our terms of payment may mean I cease to work on a matter. I reserve the right to charge interest at 5% over the National Bank base-lending rate in the event of accounts being 30 days overdue.
  8. We may require a security deposit to be paid into our instructing solicitor's account. Once you have transferred the funds into the trust account of the instructing solicitor please inform us of this.
  9. If you anticipate difficulty in the payment of any account, you must contact this office immediately on receipt of the account and discuss arrangements for payment.

#### **DISBURSEMENTS & EXPENSES**

10. In providing services I may incur disbursements or have to make payments to third parties on your behalf. Those costs will be included in our invoice to you when the expense is incurred. Disbursements (such as photocopying, travel expenses) will be in addition to my fees. A standard disbursement fee is charged at 10% of fee charged per invoice. I may require an advance payment for the disbursements or expenses to be incurred on your behalf.

#### **INVOICES**

11. I will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. I may also send you an invoice when I incur a significant expense.

#### **SECURITY**

12. I may ask you to pre-pay amounts to me, or to provide security for my fees and expenses. You acknowledge that you authorise us to debit against amounts pre-paid by you.

#### **LEGAL AID**

13. Should you apply for legal aid, these provisions still apply. If you apply for legal aid, we may seek an urgent answer on whether legal aid is granted. If legal aid is granted, you must tell us if your circumstances change, such as your income or financial position.

#### **INFORMATION**

14. You must provide in a timely fashion all information and documents reasonably required to enable me to provide the services. Unless otherwise required pursuant to the engagement, I will not independently verify the accuracy of such information and documents. I will not be liable for any loss or damage arising from any inaccuracy, incompleteness or other defect in any information or documents supplied by you.

#### **CONFIDENTIALITY**

15. My staff and I will hold in confidence all information concerning you or your affairs obtained during the course of acting for you. We will not disclose any of that information to any other person except:
  - a) To the extent necessary or desirable to carry out your instructions;

- b) To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

We will of course, not disclose to you confidential information which we have in relation to any other client.

#### **INTELLECTUAL PROPERTY**

16. The work papers produced by me in the course of the work in providing the services are the property of Jeremy Sutton, Barrister. Jeremy Sutton, Barrister shall be entitled to retain such documents and copies of any documents provided to it in the course of performing its services.

#### **TERMS OF TERMINATION**

17. The engagement will continue until all services have been provided unless terminated by agreement earlier or as set out below.
18. You may terminate the retainer at any time by written notice. If you terminate the retainer you must pay me all fees up to the date of termination and all expenses incurred up to that date.
19. I may terminate the retainer in accordance with the Law Society's Rules of Conduct and Client Care for Lawyers.

#### **RETENTION OF FILES AND DOCUMENTS**

20. You authorise me (without further reference to you) to destroy all files and documents for this matter (other than any documents I hold in safe custody for you) 7 years after the engagement ends, or earlier if I have converted those files and documents to an electronic format.
21. If a matter is funded by legal aid, you authorise me to destroy all files and documents after 3 years.

#### **CONFLICTS OF INTEREST**

22. If a conflict of interest arises, I will advise you of that and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

#### **DUTY OF CARE**

23. Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

#### **EMAIL AND VOICE COMMUNICATION**

24. Any opinion, advice or information provided to you by email or voice communication is interim and provisional only and is subject to separate confirmation in writing. You may not rely upon, and we shall have no liability in relation to such communication, until separately confirmed to you.

#### **INSTRUCTING SOLICITOR**

25. 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 may be an administration cost for that service if we require you to put advance funds into their account. This is a matter of formality only and I have arranged this for you.

#### **LAWYERS FIDELITY FUND**

26. As a barrister, I am not covered by the lawyer's fidelity fund.

#### **OTHER SERVICES**

27. I provide litigation services only. I specialise in Family Law, Youth Law, Immigration and Civil cases against the Crown.

### **PROFESSIONAL INDEMNITY INSURANCE**

28. I hold Professional Indemnity Insurance with AON New Zealand. My indemnity insurance meets or exceeds the minimum standards specified from time to time by the New Zealand Law Society.

### **COMPLAINTS**

29. If you wish to complain about any aspect of my services, you need to put in writing the detail of such complaints to Jeremy Sutton. I will endeavour to respond to your complaint within a period of 14 days. I will attempt to mediate a solution if that is possible.
30. If we are unable to resolve the complaint, or you do not wish to meet with me to discuss the complaint, you may refer the complaint to an independent lawyer, namely Ric Sinisa of Sinisa Law Limited (Ph (09) 2708444) for consideration.
31. If you do not wish to have the complaint dealt with by one of the methods described above, 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.

### **GENERAL**

32. These terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them.
33. I am entitled to change these terms from time to time, and will publish the changed terms on my website. The change will bind you in respect of any matters on which we accept instructions after publication of the change.
34. My relationship with you is governed by New Zealand law and New Zealand Courts have non-exclusive jurisdiction.

### **ACCEPTANCE OF TERMS**

35. 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

Thank you for your valued instructions. If you have any questions please call me on **(09) 263 6953** or email me on **jeremy@jeremysutton.co.nz**

Yours faithfully

**Jeremy Sutton**  
**Barrister**  
jeremy@jeremysutton.co.nz  
DDI (09) 263 6953  
Cell 021 369 488

**Enc.**

**RE: [Client name]**

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

.....  
**Signature**

.....  
**Full Name**

.....  
**Date**