



**Tasha
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STANDARD TERMS OF ENGAGEMENT

1. General

- 1.1 These Standard Terms of Engagement (Terms) apply to any current engagement and also any future engagement, whether or not I send another copy of them. I am entitled to change these Terms from time to time, in which case we will send you amended Terms. My relationship with you is governed by New Zealand law and New Zealand Courts have exclusive jurisdiction.

2. Services to be provided

- 2.1 The services we provide to you (the services) are outlined in our letter of engagement along with any further instructions that you provide to me in writing.
- 2.2 In order to provide you with efficient advice and with the most cost-effective service, it may be that part, or all your instructions will be delegated to other professionals.

3. Communications

- 3.1 I will obtain from you contact details, including email addresses, postal address and telephone numbers. I may provide documents and other communications to you by email. Please agree that you will advise me if any of your contact details change.

4. Instructing Solicitor/Direct Instructions

- 4.1 As a Barrister, I am approved to take your instructions directly if your matter falls within rule 14.5 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008. However, in some circumstances, this may not be appropriate, and I may decline to take direct instructions if it is not in your best interests or in the interests of justice.
- 4.2 If this occurs, I will discuss it with you. It may be necessary for me to have an instructing solicitor on your file. You have the ability to select an instructing solicitor

of your choice or if you do not have one, I can arrange for Neilson's Lawyers in Onehunga.

5. Fees (Private Work)

5.1 The basis on which my fees will be charged is as follows:

My fee will be charged strictly on a time and attendance basis. My hourly rate is **\$450.00** plus GST.

I will record the time that I spend on this brief at a rate of **\$450.00** per hour although the value of my recorded time is only one of the factors, as set out above, that I will take into account in setting the fee. If this rate changes, we will send prior advice to you.

5.2 I will send interim invoices to you, usually monthly, and on completion of the matter, or termination of our engagement. I may send you invoices more frequently when we incur a significant expense or when I undertake a significant amount of work over a short period of time.

5.3 I require payment **within 14 days** of the date of the invoice unless alternative arrangements have been made with me.

5.4 You authorise me to deduct our fee and other expenses from funds in our instructing solicitors trust account unless those funds are held for a particular purpose.

5.5 If you have difficulty paying any of my invoices, please contact me promptly to discuss payment arrangements.

5.6 I reserve the right to require payment of fees in advance or at any time during the course of the matter.

5.7 If your account or fees in advance are overdue I may:

- a) Require interest to be paid on any amount that is more than 7 days overdue, calculated at the rate of 9% above my main banks 90-day bank bill rate for the period the invoice is outstanding;
- b) Stop work on any matters in respect of which I am providing you;
- c) Require an additional payment of fees in advance to the instructing solicitors trust account before recommencing work;
- d) Recover from you in full any costs I incur in seeking to recover the amounts from you, including my fees and the fees from any collection agency.

5.8 Disbursements (such as photocopying and travel expenses) will be in addition to my fees. I may ask you to pre-pay the amounts to my instructing solicitor or to provide security for my fees and expenses. I may do this, on reasonable notice, at any time.

- 5.9 Although you may expect to be reimbursed by a third party for my fees and expenses and although our invoices may at your request or with your approval be directed to a third party, you remain responsible for payment to me in accordance with these Terms if the third party fails to pay us.

6. Legal Aid

- 6.1 Legal Aid is governed by the Legal Services Act 2011 and the associated regulations. Legal Aid is administered through the Ministry of Justice.
- 6.2 I will submit invoices in relation to your grant of aid to the Legal Services Commissioner and provide you with copies. The Legal Services Commissioner will write to you about any conditions or repayment obligations that you may have in relation to the grant of legal aid and your rights as an applicant or recipient of legal aid.
- 6.3 If you are required to repay your legal aid grant, the Ministry will write to you to tell you how much you are required to pay.
- 6.4 You should read these letters carefully and keep them for later reference.
- 6.5 You must let the Legal Services Commissioner know if there is any change in your and your partner's contact details, employment status, family circumstances or financial details.

7. Professional Indemnity Insurance

- 7.1 Particulars of my professional indemnity insurance are as follows:
- I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

8. Lawyers' fidelity fund

- 8.1 The lawyers' fidelity fund does not provide any cover in relation to a barrister sole as barristers sole do not hold clients' funds.

9. Confidentiality and Personal Information

- 9.1 **Confidence:** We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. I will not disclose any of this information to any other person except:
- a) to the extent necessary or desirable to enable us to carry out your instructions; or
 - b) as expressly or impliedly agreed by you; or
 - c) as necessary to protect our interests in respect of any complaint or dispute; or
 - d) to the extent required or permitted by law.

- 9.2 Confidential information concerning you will as far as practicable be made available only to those within my firm who are providing legal services for you or to any agent I may instruct.
- 9.3 **Personal information and Privacy:** In my dealings with you we will collect and hold personal information about you. I will use that information to carry out the Services and to make contact with you about issues I believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on my ability to provide the Services.
- 9.4 You authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms.
- 9.5 I may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 9.6 The information I collect and hold about you will be kept at my offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact me.
- 9.7 **Verification of identity:** The Financial Transactions Reporting Act 1996 requires me to collect from you and to retain information required to verify your identity. I may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence). We may retain copies of these documents. I may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as I consider to be required by law.

10. Documents, Records and Information

- 10.1 I will keep a record of all important documents which I receive or create on your behalf on the following basis:
- a) I may keep a record electronically and destroy originals (except where the existence of an original is legally important).
 - b) At any time, I may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to me.
 - c) I am not obliged to retain documents or copies where you have requested that I provide them to you or to another person and I have done so, although I am entitled to retain copies for my own records if I wish to do so.

- 10.2 I will provide to you on request copies or originals (at my option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. I may charge you our reasonable costs for doing this.
- 10.3 Where I hold documents that belong to a third party you will need to provide me with that party's written authority to uplift or obtain a copy of that document. Common examples in my areas of practice include but are not limited to section 132, 133 or section 19 reports which belong to the Family Court.
- 10.4 Unless you instruct me in writing otherwise, you authorise me and consent to me (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 7 years after our engagement ends (other than any documents that I hold in safe custody for you or are otherwise obliged by law to retain for longer). I may retain documents for longer at my option.
- 10.5 I may, at my option, return documents (either in hard or electronic form) to you rather than retain them. If I choose to do this, I will do so at my expense.

11. Conflicts of Interest

- 11.1 I am obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where I have a conflict of interest.
- 11.2 I have procedures in place to identify and respond to conflicts of interest or potential conflicts of interest. If a conflict of interest arises, I will advise you of this and follow the requirements and procedures set out in the Rules. This may mean I cannot act for you further in a particular matter and I may terminate our engagement.

12. Duty of Care

- 12.1 My duty of care is to you and not to any other person. I owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless I expressly agree in writing. I do not accept any responsibility or liability whatsoever to any third parties who may be affected by my performance of the Services or who may rely on any advice I give, except as expressly agreed by me in writing.

13. Termination

- 13.1 You may terminate my retainer at any time.
- 13.2 If I have good cause, we may decide to terminate our retainer in any of the circumstances set out in the Rules including but not limited to;

- a) the existence of a conflict of interest;
- b) non-payment of fees;
- c) failure to provide instructions;
- d) do not provide us with instructions promptly;
- e) give us instructions that require us to breach any professional obligation, or mislead or deceive us in a material respect; or
- f) against our advice, act in a way we believe is highly imprudent and may be inconsistent with our fundamental obligations as lawyers.

13.3 If our retainer is terminated you must pay me all fees, disbursements and expenses incurred up to the date of termination.

14. Your Commitment to Us

14.1 In return for the commitments that I have made to you, you will:

- a) Provide precise instructions.
- b) Seek clarification on any uncertainties.
- c) Promptly pay your invoices and retainer as requested.
- d) Consider my availability as I have obligations to other clients.
- e) Communicate to me respectfully.
- f) Promptly address any queries I may raise.
- g) Update me promptly on any changes to your contact information.
- h) Maintain regular communication. Should you have any concerns or experience any lapses in communication, please do not hesitate to reach out for clarification.

15. Complaints

15.1 If you have a complaint about my services, I would be happy to meet with you to discuss the nature of the complaint so that we can attempt to resolve it.

15.2 If you do not wish to have the complaint dealt with in that fashion, or if you are not satisfied with the response to your complaint, you may refer your complaint to the New Zealand Law Society. Call 0800 261 801 or email complaints@lawsociety.org.nz.

16. Client Care and Service Information

16.1 Please find below a copy of the client care and service information that I am required to provide to you, under the rules of conduct and client care for lawyers.

17. Limits on my obligation and on my liability to you

17.1 To the extent allowed by law, my aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with my services is limited to the amount available to be payable under the Professional Indemnity Insurance held by me.

18. My capacity and experience in performing the requested service

- 18.1 I have 5 years' experience working as a family lawyer. I have worked in all areas within the family law context including care of children, Oranga Tamariki, relationship property and family violence.

19. My advocacy experience as a barrister

- 19.1 As above.

20. Any disadvantage I believe may be suffered by you if no instructing lawyer is retained

- 20.1 Nil in your circumstances. If there is a time where I believe you will benefit from obtaining one, I will discuss it with you.
- 20.2 If, during the course of my work for you, I form the view that in all of the circumstances it would be in your best interests or in the interests of justice for an instructing lawyer to be retained, I will discuss with you the potential engagement of an instructing lawyer.

21. Updates and revisions of Terms of Engagement

- 21.1 These terms may be subject to updates and revisions. It is understood and agreed that the most current version of the terms and conditions, as available on our website at www.tashaandersonbarrister.com shall supersede any previous versions, regardless of the version provided to you at the time of engagement. It is your responsibility to periodically review the terms and conditions for any changes or updates.

CLIENT CARE AND SERVICE INFORMATION

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.