

Standard Terms of Engagement

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by me for you, except to the extent that I otherwise agree with you in writing.

1. Services

1.2 The services which I am to provide for you are essentially family law litigation matters.

1.3 I, Kerry Ann Westmoreland am a Barrister practicing on my own account under Westmoreland Family Law. I may at times delegate legal duties to staff under my employment or to other colleagues in the field, who would then work under my supervision.

1.4 If you are concerned about my conduct or about those under my supervision in any way, you may wish to confide in my colleague Cathie Sheat, solicitor whose telephone number is: 0274 148 271

2. Financial

2.1 Fees:

- a If you are paying fees for my services under a fixed fee arrangement, then that fee or those fees which I will charge or the manner in which they will be arrived at will be set out in my engagement letter. Work which falls outside that scope will be charged on an hourly basis at a rate of \$300.00 per hour plus GST and any disbursements that may be incurred. I will advise you as soon as reasonably practicable if it becomes necessary for me to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.
- c At all other times, my fee will be calculated on an hourly basis at a rate of \$300.00 plus GST and any disbursements that may be incurred. Time spent will be recorded in 6-minute units, with time rounded up the next unit of 6 minutes.

2.2 Disbursements and expenses:

In providing services I may incur disbursements or have to make payment to third parties on your behalf. These will be included in my invoice to you when the expense is incurred. I may require an advance payment for the disbursements or expenses which I will be incurring on your behalf.

2.3 GST (if any):

Is payable by you on my fees and charges.

2.4 Invoices:

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

2.5 Payment:

Invoices are payable within 21 days of the date of the invoice, unless alternative arrangements have been made with me. I may require interest to be paid at a rate of 15% on any amount which is more than 7 days overdue. If debt collection costs are incurred by me, these will be added to the outstanding balance.

2.6 Security:

I may ask you to pre-pay amounts to me, or to provide security for my fees and expenses. You authorise me:

- a to debit against amounts pre-paid by you; and
- b to deduct from any funds held on your behalf from the trust account belonging to Ian McCulloch Max Tait Legal, or from my instructing solicitor's trust account any fees, expenses or disbursements for which I have provided an invoice.

2.7 Third parties:

Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to me if the third party fails to pay me.

2.8 Legal Aid:

If you are eligible for and granted legal aid, I will submit invoices in relation to your grant of aid to the Legal Services Commissioner. 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. You should be aware at this time that legal aid is not always free. You should read these letters carefully and keep them for later reference.

You must let the Legal Services Commissioner know if there is any change in you and your partner's contact details, employment status, family circumstances or financial details.

Legal aid is governed by the Legal Services Act 2011 and the associated regulations. Legal Aid is administered through the Ministry of Justice by the Legal Services Commissioner.

3. Confidentiality

- 3.1 I will hold in confidence all information concerning you or your affairs that I 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 me to carry out your instructions; or
 - b to the extent required by law or by the Law Society's *Rules of Conduct and Client Care for Lawyers*.
- 3.2 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.
- 3.3 I will of course, not disclose to you confidential information which I have in relation to any other client.

4. Termination

- 4.1 You may terminate my retainer at any time.
- 4.2 I may terminate my retainer in any of the circumstances set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

5. Retention of files and documents

- 5.1 You authorise me (without further reference to you) to destroy all files and documents for this matter (other than any documents that I hold in safe custody for you) 7 years after my engagement ends, or earlier if I have converted those files and documents to an electronic format.

6. Conflicts of Interest

- 6.1 I have procedures in place to identify and respond to 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 Law Society's *Rules of Conduct and Client Care for Lawyers*.

7. Duty of Care

- 7.1 My duty of care is to you and not to any other person. Before any other person may rely on my advice, I must expressly agree to this.

8. Trust Account

- 8.1 My instructing solicitor, whomever that may be will maintain a trust account for all funds which I receive in advance from clients (except monies received for payment of my invoices). If significant funds are held on your behalf, my instructing solicitor will normally lodge those funds on interest bearing deposit with a bank.

9. General

- 9.1 These Terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them.
- 9.2 I am entitled to change these Terms from time to time, in which case I will send you amended Terms.
- 9.3 My relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

I acknowledge receipt of this document and the Client Care Rules.

Signature:
Name:

.....
Date

Information for Clients

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society").

Fees: If you will be paying for my services, the basis on which fees will be charged is set out in my letter of engagement. When payment of fees is to be made is set out in my Standard Terms of Engagement.

I may deduct from any fees held on your behalf in a solicitor's trust account any fees, expenses or disbursements for which I have provided an invoice.

Professional Indemnity Insurance: Particulars of my professional indemnity insurance are as follow:

Name of Insurer: QBE

Indemnity Limit: Any one claim: \$1 000,000

Excess payable: \$5,000 costs inclusive

Lawyers Fidelity Fund: The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

Complaints: I maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about my services or charges, please refer you complaint directly to myself, or to my colleague Cathie Sheat, Solicitor whose details are online.

I may be contacted by letter, by email at kerryjacobs@outlook.co.nz, by telephone on (04)9055658 or by cellular phone on 0211551950.

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800261801.

Persons Responsible for the Work: I am responsible for the work I undertake for you.

Client Care and Service: The Law Society client care and service information is set out below.

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. 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.

Westmoreland Family Law

Information Sheet

Full name: _____

Occupation: _____

Date of birth: _____

Age: _____

Gender: _____

Ethnicity: _____

Interpreter required:

- ☐ Yes
- ☐ No

If yes, specify language: _____

Home address: _____

Work address: _____

Email address: _____

Home contact number: _____

Work contact number: _____

If applicable, other party's information

Full name of other party: _____

Occupation: _____

Date of birth: _____

Age: _____

Gender: _____

Ethnicity: _____

Interpreter required:

☐ Yes

☐ No

If yes, specify language: _____

Home address: _____

Work address: _____

Email address: _____

Home contact number: _____

Work contact number: _____

If applicable, parties' relationship details

Date by which de facto relationship began: _____

Date of marriage or civil union: _____

Place of marriage or civil union: _____

Date of separation: _____

If applicable, children affected by separation:

Full name of child	Date of birth	Relationship to child

Reason you require our service:
