

# JEREMY SUTTON

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## JEREMY SUTTON BARRISTER LIMITED TERMS OF ENGAGEMENT

1. These terms of engagement are between you and Jeremy Sutton Barrister Limited, a New Zealand-registered limited liability company (NZBN 9429048736152). Jeremy Sutton Barrister Limited and its lawyers are authorised and regulated by the New Zealand Law Society.
2. This letter contains client care and service information in accordance with the Lawyers and Conveyancers Act 2008.

### UNDERTAKINGS

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

### FEES

4. We work on a fixed fee basis only, which we will agree with you before commencing any work. Factors taken into account when setting fixed fees include urgency and complexity of the matter.
5. 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.

### DISBURSEMENTS AND THIRD-PARTY EXPENSES

6. Disbursements such as Court filing fees, travel expenses and courier charges may be incurred which will be in addition to our 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 our invoice to you.

### RETAINER

7. We may ask you to pre-pay amounts to the instructing solicitor's trust account for our work. You acknowledge that you authorise us to debit against amounts pre-paid by you.

### INSTRUCTING SOLICITOR

8. It is a requirement of the Law Society for barristers to have an instructing solicitor on file. You have the ability to select an instructing solicitor of your choice however if you do not have one, we can arrange to use a suitable lawyer.



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

9. There is usually an administration cost for that service if we require you to put funds into an instructing solicitor's account. The instructing solicitor would normally send you their Terms of Engagement indicating what their costs might be.
10. We do not draft Wills, Trusts or do non-family work. We will need you to use your solicitor, or the instructing solicitor, to undertake relationship property settlements and our role is at an end once the Section 21/Section 21A or Deed of Settlement is signed.

#### **TRUST ACCOUNT**

11. As barristers, we do not maintain a trust account.

#### **ACCOUNTS**

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

#### **PAYPAL**

14. If you are paying your invoice via Paypal, please note that a surcharge of 3.4% will be incurred which will need to be paid in addition to the invoice amount at the time of payment.

#### **TERMS OF TERMINATION**

15. The engagement will continue until all services have been provided unless terminated by agreement earlier. You may terminate our services at any time by written notice.
16. If you terminate our services you must pay all outstanding accounts before your file is uplifted.
17. We also reserve the right to terminate our services upon the giving of written notice, when to do so would be consistent with our 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 us, or where there is a material breakdown in the relationship of trust and confidence.

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

18. You authorise us to hold all files and information electronically for at least two years after the engagement ends. After two years, we may securely archive or destroy the information unless otherwise required by law. You authorise us to securely destroy or return physical copies of information to you once we have converted those files and documents to electronic format.

#### **COMPLAINTS**

19. If you have any complaints about our services, we encourage you to call us to discuss these as soon as possible. We will ensure your concerns are listened to and given careful consideration.
20. 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.

#### **UNACCEPTABLE BEHAVIOUR**

21. Bullying, discrimination, harassment, racial harassment, sexual harassment, and violence (unacceptable behaviour) will not be tolerated by us. We will not engage in such conduct, and we will conduct our law practice in a manner which seeks to protect others from unacceptable behaviour.
22. Unacceptable behaviour is prohibited by rule 10.3 Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 and may amount to unsatisfactory conduct or misconduct in breach of the

Lawyers and Conveyancers Act 2006. You are entitled to make a complaint to the New Zealand Law Society through its Lawyers Complaints Service.

23. If your behaviour amounts to either bullying, discrimination, harassment, racial or sexual harassment, threatening behaviour or violence, we may terminate the retainer.

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

24. As barristers, we are not covered by the lawyers' fidelity fund.
25. We hold Professional Indemnity Insurance under the New Zealand Bar Association Scheme. Our indemnity insurance meets the minimum standards specified by the New Zealand Law Society.

**ACCEPTANCE OF TERMS**

26. If we do not hear from you to the contrary, we will assume you agree with the terms contained in this letter. If these terms are not acceptable to you, please advise us at the earliest possible opportunity.
27. We welcome any complaints, comments or compliments you may have.