TERMS OF ENGAGEMENT

1. This letter contains client care and service information in accordance with the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

Description of Services

2. You have asked me to act for you in connection with your matters.

My Undertakings

3. I am committed to serving you professionally and ethically and make the following undertakings to you:

   (a) I will hold strictly confidential all communications with you and all information which I receive from you during the course of dealings.

   (b) I will not reveal your confidences without your express agreement.

   (c) I will pursue your work conscientiously. In turn I will need your full and timely cooperation to help represent you.

   (d) I will work with you to develop an understanding of your expectations.

   (e) We will work together to establish goals and deadlines that meet your needs.

   (f) I will communicate with you and keep you informed about the status of your work. I will endeavour to return your telephone calls promptly.

   (g) I will send you copies of significant correspondence and other documents.

4. As a barrister, I practice on my own account. I do not have a team of lawyers around me. There will be times when I am unavailable, either because I am on leave or I am in Court or in mediation or I have prioritised another client's file. When this matter requires urgency or Court work, it will have my full attention.

Direct Instructions

5. As a consequence of changes to the intervention rule I no longer require an instructing solicitor if I consider that it is in your 'best interests', the 'interests of justice' or the case is not complex (with respect to relationship property issues). These are issues that I am required to review periodically and if there is a material change in the nature of the case (for example: new and time consuming allegations, different issues or law, onerous discovery, advice on commercial/conveyancing matters and without prejudice correspondence that may need to considered on a contested basis).

6. Given the nature of your case I am of the view that you do not require an instructing solicitor.

7. If I accept direct instructions I am required to inform you of:

   (a) my capacity and experience in performing the requested service;

   (b) my advocacy experience;

   (c) any disadvantage which I believe may be suffered by you if no instructing solicitor is retained.

Capacity and Experience

8. I presently have capacity to undertake the work requested. I have 28 years practicing experience in family law (New Zealand and Australia) and have appeared in the Family Court, High Court and the Court of Appeal as counsel and junior counsel in the Supreme Court. I exclusively practice in family law and have been a barrister sole since 2013.

Advocacy Experience

9. As said I have had many years practice in the area of litigation and have appeared in a number of contested hearings in the Family Court. I have also appeared on appeals and contested hearings in the High Court and appeals to the Court of Appeal and Supreme Court.

Disadvantages

10. As this stage I am unable to identify any particular disadvantage to you. Some possible disadvantages to you are:

    (a) A lack of wider office/solicitor support;

    (b) Limits on availability due to other commitments;

    (c) A lowered ability to provide wholly independent advice and advocacy (and if I considered this did apply then my usual practice is to invite you to obtain a second opinion).

Contact

11. If you are, for any reason, unable to contact me please telephone the secretarial staff at Tauranga Family Law chambers as they may be able to assist you.

Hourly Rate

12. My hourly rate for the work you have instructed me to carry out is $400.00 per hour (not including GST) in the event you are not legally aided. I note that you are **not legally aided** . Hourly rates are subject to review and I expressly reserve the right to vary this rate with notice. My PA may also charge at $150 per hour if she is required to do paralegal work.

13. Generally, my fees reflect the time I spend on a matter, charged at my current hourly rate, and adjusted where appropriate to reflect other factors. I encourage clients to do as much of the work as possible, so as to minimise their fees. In general, I suggest that you write things down for me. It saves a lot of time and note taking at my end.

14. I am happy to discuss any aspect of my fees and charges with you at any time.

Calculation of Fees

15. My fee will be based on the time spent by me on your behalf and the criteria laid down by the New Zealand Law Society. The time spent by me on your behalf for which you will be charged will include:

    (a) Personal and telephone attendances upon you.

    (b) Correspondence with you.

    (c) Attendances with lawyers acting for the other party/parties.

    (d) Considering the law and facts of your case.

    (e) Reading and considering incoming letters papers and documents in your case.

    (f) Preparation of papers for Court.

    (g) Necessary correspondence with third parties.

    (h) Instructing enquiry agents and experts.

    (i) Attending Court on your behalf.

    (j) Time spent on travelling.

Disbursements

16. I also charge for general office services and for disbursements incurred on your behalf. I do not charge separately for photocopying, toll calls, document binding, folders and faxes and couriers. Instead, a simple service charge (based on my professional services and fees, excluding GST) applies as follows:

- For bills with fees up to $1,000 - $30
- For bills with fees between $1,001 and $2,000 - $60
- For bills with fees $2,001 and over – up to a 3% charge will apply.

This office services charge will cover all of the above costs, along with other costs that are incurred as technology has changed a number of business practices. These include internet service charges while I conduct research, and document printing – which has become a more common way to produce documents than photocopying.

If the requirements of your work mean that I need to incur additional significant out of pocket expenses on your behalf, these will be passed on at cost. These expenses, billed as disbursements, include:

- International and inter-city couriers,
- Third party hosted conference calls and video conferences,
- Third party agency, search and registration fees, (where it is more cost effective to use contractors to search for titles etc) and Court filing fees, and
- Accommodation costs.

Estimates

17. I can give estimates of the likely fees based on my experience with similar matters. Estimates are given as a guide only and not as a fixed quotation. I will also inform you periodically of the level of fees incurred or inform you when fees reach a specified level.

Legal Aid

18. I am willing to undertaken work under a grant of legal aid. I reserve the right, however, to restrict the amount of legal aid work which I carry out at any particular time.

19. You may wish to apply for a grant of legal aid. In the event that legal aid is not granted you will be liable for my time charged at the private rate outlined above.

20. I will submit invoices in relation to your grant of aid to the Ministry of Justice. The Ministry of Justice 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 to a recipient of legal aid. You should be aware at this time that legal aid is not always free. You should read the correspondence you receive from the Ministry of Justice carefully and keep them for later reference.

21. You must let the Ministry of Justice know if there is any change in your and your partner's contact details, employment status, family circumstances or financial details. I also have an obligation to notify the Ministry of Justice of any change to your address, or any increase in your income or assets.

22. You irrevocably authorise me:

    (a) To debit against amounts pre-paid by you; and

    (b) any fees, expenses or disbursements for which I have provided an invoice.

23. I advise I do not require a retainer to be held by my instructing solicitor at this time but reserve the right to request one in the future if necessary.

Funds Held

24. In the event that fees are held on trust you irrevocably authorise me:

    (a) To debit against amounts pre-paid by you; and

    (b) any fees, expenses or disbursements for which I have provided an invoice.

25. I advise I do not require a retainer to be held at this time but reserve the right to request one in the future if necessary.

Accounts

26. Generally accounts will be sent to you monthly although on occasions they will be sent to you to coincide with important junctures in the matter.

27. Payment of all accounts is due within ten (10) days of the account being rendered.

28. If your account remains outstanding after thirty (30) days I have the option to carry out no further work on your behalf until appropriate arrangements have been made to bring the account back into good standing.

29. Any account not paid within thirty (30) days may accrue interest on the outstanding balance at the rate of 10% per annum from the date upon which payment was due.

30. All collection costs (including my time at normal hourly rates) will be to the client's account.

Electronic communications

31. Unless otherwise agreed with you, I will communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). I do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication.

Use of AI

32. As part of my commitment to efficiency and innovation, I may use artificial intelligence (AI) tools, including but not limited to document drafting, legal research and administrative support. These tools are used to enhance, not replace professional judgement. I take reasonable steps to ensure that any AI-generated content is accurate, relevant and appropriate for your matter.

33. If you have any concerns about the use of AI in your matter, please let me know and I will discuss alternative arrangements.

Termination

34. You may terminate our retainer at any time.

35. I may terminate our retainer in any of the circumstances set out in the Law Society's *Rules of Conduct and Client Care for Lawyers.*

36. If my retainer is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

Retention of Files, Documents and Lien

37. 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 our engagement ends. I will only store your documents in an electronic format and will destroy paper copies unless you authorise otherwise. I shall return your documents to you that existed prior to my retainer. Any request to retrieve documents held in storage may be charged on the basis of out of pocket expenses.

38. Where work has been done but I have not been paid then I have the right to retain the original documents and the correspondence on your files until all outstanding fees, disbursements and other costs have been paid. This is known as a lien. This will be particularly important where you decide to retain alternative legal representation. That other counsel or alternative instructing solicitor may be obliged to give an undertaking to pay all outstanding fees and disbursements before your file is released.

Professional Indemnity Insurance

39. Particulars of my professional indemnity insurance are as follows:

    Marsh Professional Indemnity Insurance for Barristers.

Limitation of Liability

40. My liability shall be capped at 5 times the total of fees paid (exclusive of GST) in relation to the engagement. This limitation of liability protects myself and any employees. It applies to any cause of action against me or any employee whether based in contract, tort or equity or under any statute or otherwise.

Complaints

41. If you have a complaint about my services or charges, please refer your complaint to me so we can try and resolve it ourselves. I sometimes suggest that an independent lawyer be used to assist.

42. The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the New Zealand Law Society Law Society Building, Level 1, 26 Waring Taylor Street, Wellington, Wellington 6011, tel: (04) 472 7837.

You will be bound by these terms if after receipt of this letter you orally advise me of your acceptance or if you instruct me to proceed to act for you.

I look forward to working with you on this matter.

Kind Regards

Ewan Eggleston
Barrister