

## Standard Terms of Engagement

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us being: Westmoreland Family Law for you, except to the extent that we being Westmoreland Family Law, otherwise agree with you.

### 1. Services

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

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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 or in Ian McCulloch of Ian McCulloch Max Tait Legal, whose telephone number is: (04) 237 6555.

### 2. Financial

2.1 Fees:

- a If you are paying fees our services under a fixed fee arrangement, then that fee or those fees which Westmoreland Family Law will charge, or the manner in which they will be arrived at, will be set out in our engagement letter. Work which falls outside that scope, including unexpected and excessive amounts of time spent in service to you, may be charged an **hourly rate of \$300.00 per hour plus GST and any disbursements that may be incurred**. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested and where possible, give you an estimate of the likely amount of the further costs.
- b At all other times, unless otherwise agreed in advance, Westmoreland Family Law's fee or any associated lawyer's fee, will be calculated at an **hourly 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 Westmoreland Family Law may incur disbursements or have to make payment to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

2.3 GST (if any):

Is payable by you on our fees and charges.

2.4 Invoices:

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we 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 us. We or our associates 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 us or our associates, these will be added to the outstanding balance.

2.6 Security:

If you are paying for our services yourself, then we will require you to complete a detailed information sheet in compliance with the anti-money laundering and countering financing of terrorism "AML/CFT" legislation.

2.7 Third parties:

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

2.8 Legal Aid:

If you are eligible for and granted legal aid, we will submit invoices in relation to your grant of aid to the Legal Services Commissioner. 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/or 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.

If at any time following a legal aid application made on your behalf, by Westmoreland Family Law or by our associates, legal aid is either not granted or legal aid funding ceases for any reason, then all unpaid fees incurred by us or our associates, in the course of our services to you, will be personally invoiced to you, thus transferring liability directly to you, at an **hourly rate of \$200.00 per hour plus GST and any disbursements that may be incurred.**

### 3. Confidentiality

3.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We 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 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 Westmoreland Family Law who are providing legal services for you.

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

### 4. Termination

4.1 You may terminate your retainer with us at any time.

4.2 We may terminate our 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 us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after my engagement ends, or earlier if we have converted those files and documents to an electronic format.

**6. Conflicts of Interest**

6.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we 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 Our duty of care is to you and not to any other person. Before any other person may rely on our advice in relation to our services to you, we must expressly agree to this.

**8. Complex Relationship Property Cases**

8.1 If your relationship property case is considered by me to be complex, then we will engage an Instructing Solicitor to advise us. That Instructing Solicitor may also hold money from you in advance of our services in their trust account.

**9. General**

9.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

9.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

I acknowledge receipt of this document being Westmoreland Family Law's Terms of Engagement and the "Information for Clients" which are attached.

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 (“the Law Society”).

**Professional Indemnity Insurance:** Particulars of our professional indemnity insurance are:

Name of Insurer: Saxon Premium Funding; 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.

**Contact:** We may be contacted by letter, by email at [kwestmoreland@outlook.co.nz](mailto:kwestmoreland@outlook.co.nz), by telephone on 0211551950 or on 0273609119. **Persons Responsible for the Work:** We at Westmoreland Family Law are responsible for the work that we 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, or wish to lodge a formal complaint, please visit the New Zealand Law Society at [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or call 0800 261 801.