



TERMS OF ENGAGEMENT

Description of Services

1. You have asked me to act for you regarding your legal matters.
2. I am committed to serving you professionally and ethically and I make the following undertakings to you:
 - I will hold strictly confidential all communications with you, and all information that I receive from you during the course of our dealings. I will not reveal your confidences without your agreement.
 - I will pursue your work conscientiously. In turn I will need your full and timely cooperation to help represent you.
 - I will work with you to develop an understanding of your expectations and to establish goals and deadlines that meet your needs.
 - I will communicate with you and keep you informed about the status of your work. Your telephone calls will be returned promptly. I will send to you copies of significant correspondence and other documents.

Legal Aid

This section applies if you have advised that you wish to apply for a grant of Legal Aid.

3. A non refundable \$50.00 user charge, implemented by Legal Services, is payable to me prior to the application for legal aid being submitted for consideration.
NOTE: This user charge does not apply to applications made under the Domestic Violence Act 1995.
4. The Legal Services Commissioner administers Legal Aid through the Ministry of Justice and are governed by the Legal Services Act 2011 and the associated regulations.
5. I will submit invoices in relation to your grant of aid to the Legal Service Commissioner and can provide you copies if requested. 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 and you may have to repay all or part of your grant. You should read these letters carefully and keep them for later reference.

blair@blairstrangbarrister.co.nz
North Shore Legal Chambers
Unit L1, 75 Corinthian Drive, Albany
PO Box 302 795
0272011240

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6. You are responsible for keeping the Legal Services Commissioner informed if there is any change to your and/or your partner's contact details, employment status, family circumstances or financial details.
7. In the event that Legal Aid is not granted, you will be liable for my account charged at the private rate outlined below and pursuant to the other conditions in this letter.

Private work

This section applies if Legal Aid is not granted.

8. My current hourly fee is **\$300.00 (plus GST)**.
9. Before commencing work on your behalf, I require a retainer of **\$970.00** to be deposited into my **Instructing Solicitor, Blucher Law Trust Account** to be used on account of fees and disbursements. Please be aware that **\$70** of the retainer is retained by Blucher Law for the Trust account fee. Any unused portion of the retainer will be returned to you upon completion or termination of my services.
10. Please provide this retainer at your earliest convenience. Payment may be made by cheque or direct credit to **Blucher Law Trust Account** bank account number **ASB 12 3109 0115446 02**. Further retainers may be necessary as the matter progresses and the earlier retainer has been used.

Fees

11. 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:
 - Personal and telephone attendances on you
 - Correspondence with you
 - Attendances upon Solicitors acting for the other party
 - Considering the law and facts of your case
 - Reading and considering incoming letters, papers and documents in your case
 - Correspondence with third parties
 - Instructing enquiry agents and experts
 - Time spent on travelling

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12. All other invoice payments are to be made into the following account:

**Blair Strang
Westpac
St Heliers Branch
Account number: 03 0123 0178888 001**

Time for Payment

13. Payment is due within 7 days of the account being rendered.
14. If your account remains outstanding after 30 days, no further work will be undertaken by me, until appropriate arrangements are made to bring the account back into good standing.
15. If any account is not paid within 60 days, interest will be charged on the outstanding balance at the rate of 12% per annum from the date upon which payment was due.

Collection Costs

16. If I am required to take steps to enforce payment of any outstanding fees you will be liable for all legal and debt collection costs that I may incur, including solicitor and own client costs, in enforcing or attempting to enforce my rights under these terms of engagement.

Disbursements

17. I will either charge you, or pass on to you for payment, any out of pocket expenses I incur.
18. Disbursements include expenses such as Court filing fees, toll calls, faxes, photocopying, travel expenses, couriers, file retrieval fees and the fees of agents who serve documents and who conduct investigations, searches and registrations.
19. Disbursements may be included with my accounts or may be billed separately.

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Termination of Legal Services

20. Either of us may terminate our engagement giving written notice at any time.
21. In the event of termination you are responsible for the value of recorded unbilled time plus disbursements to the date of termination.

Professional Indemnity Arrangements

22. I hold indemnity insurance that meets the minimum standards specified by the Law Society.

Complaint Procedure

23. Any complaint you may have about our dealings must be made to me directly, so I can discuss the complaint in detail with you verbally at my earliest opportunity.
24. If you are dissatisfied with the outcome of the initial discussion, then you must write to me setting out your complaint and reasons for dissatisfaction, as well as your reasoned proposal for resolution of the complaint.
25. Upon receipt of a written complaint I will contact you to discuss further and if necessary arrange a time to meet with you.
26. If you are unsatisfied with the result of the complaint procedure, you have the right to lodge a written complaint with the New Zealand Law Society's complaints service. Details are available at www.adls.org.nz.

Lawyer's Fidelity Fund

27. If the instructions involve or result in me being entrusted by you with money or other valuable property, you are protected by the Lawyers' Fidelity Fund if the money or property is taken by theft.
28. Claims on the fund are limited to \$100,000.00 for any one theft.

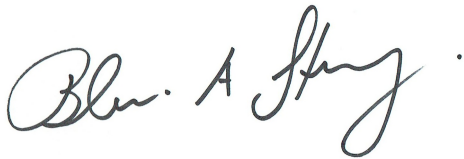
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Agreement

29. If you agree with the above terms, please would you sign the Terms of Engagement below and return one copy to me for my records. You may retain the other copy.
30. Please let me know if you would like to discuss any of the Terms with me.

On a personal note, I am very pleased that you have selected me to represent you. I look forward to working with you and will use my best efforts on your behalf.

Yours faithfully



Blair Strang
Barrister

I, _____ instruct Blair Strang Barrister to act for me as set out in these Terms of Engagement.

Signed: _____

Dated: _____

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