

SUMMARY OF TERMS OF ENGAGEMENT

This summarises the terms on which I accept instructions as a barrister, the basis on which my professional fees are charged, and other related information.

The Lawyers and Conveyancers Act and the 2008 Rules on Conduct and Client Care require lawyers to provide this information, and to provide solicitors and their clients with information about rights to question or complain about my fees and services. The 2008 Rules apply to instructions to me.

As a barrister sole, I generally accept instructions only through other lawyers, but I may accept instructions direct from clients on some criminal matters, including legal aid.

Acceptance of instructions

I accept instructions when the following requirements are met:

- I am offered instructions in an area of law in which I have the necessary current knowledge and expertise;
- I am not conflicted from accepting those instructions by any other current or prior involvement;
- I have the current capacity to undertake work requested, both immediately and during the likely duration of the instructions;
- the client commits to pay my fees and makes acceptable arrangements with either me or my instructing solicitor.

I am always willing to discuss instructions in advance. I usually carry out a first assessment without fee or commitment to continue.

Fees

My fees are set and charged as a professional fee as counsel. Fees are in compliance with the Rules as a fair fee for the work undertaken.

I will take into account the nature and complexity of the matter, any special features of the matter or particular skills I have, and the nature and extent of the work involved.

A professional fee is due for payment on presentation. While an instructing solicitor is liable for my fee, I do not hold solicitors liable for my fees in the event that the client breaches agreed fee arrangements.

In general, I keep narrated time records. I can provide a narration of the main services comprised in my fee when requested.

The hourly rate applied by me is in the range of \$450 - \$550 per hour exclusive of GST, subject to fair fee factors as noted above.

In matters which are ongoing, I will render fee notes at intervals. Most commonly fee notes will be rendered monthly based on time: further detail can be provided if necessary.

Fees will not be further narrated unless you request this, or I consider it necessary in any case to provide that detail.

Disbursements and taxes

GST is added to all fee notes. In general, I do not charge separately for so-called "disbursements" (such as tolls, copying, mileage, courier fees etc.). I charge (at actual costs) expenses incurred by me, including travel, accommodation, specialist research and major copying. I may engage a junior barrister to assist me and that cost will be charged upon fee notification to you, otherwise that cost will be absorbed in my hourly rate or the fee agreed.

You may terminate my instructions as provided in the Rules, normally at any time. You will remain liable for my fees to that point. As a professional courtesy, I will usually assist without further fee in transferring your case to another counsel. If you have extensive or unusual requirements, I would require a suitable fee to be agreed and paid.

I may withdraw from acting for you in those circumstances which are recognised in the Rules where for example,

- there is such a difference between us that I am not able to carry out my professional responsibilities;
- I am unable to undertake the work required within the time available for that work to be done;
- you are in default in payment of my fees;
- a conflict has arisen which prevents me from continuing to act;
- you have instructed me to take an action, or be involved in an action or omission, and for me to do so would be a breach of my duty as a barrister.

Issues and complaints

My aim is to provide professional representation in accordance with the obligations of counsel and the traditions of the profession. If you are at any time uncertain or concerned at any aspect of your case, please raise this matter with me so that we can discuss it and resolve it.

If you are reluctant to do this, I recommend you discuss the matter with the solicitor instructing me, or other counsel, and seek their advice as to how to proceed.

If you do not wish to have a complaint dealt with in this way, or you are not satisfied with the response to the complaint, you may refer your complaint to the New Zealand Law Society.

Professional indemnity insurance

I hold professional indemnity insurance which meets or exceeds the minimum requirements set by the NZ Law Society.

File disposal and electronic communication

All my files are stored electronically in a secure Cloud based system including (usually) any hard copy material. Otherwise, any hard copy will be returned to you or my instructing solicitor at the end of my services. I will retain confidentiality in respect of this matter as required by law. In addition, I do not undertake dealings with media or other inquirers in respect of instructions unless specifically agreed.

I will communicate with you and all other persons involved in your case in such manner as I consider to be satisfactory for the matter at hand. I routinely use email in my work. If I do not consider this to be sufficiently secure, I will use other means and will ask that you do likewise. I do not provide confirmation copies of emails and do not use faxes.

I use computer, premises and telecommunication systems on a secure basis. I accept no liability for any failure of these systems to maintain confidentiality or security.

Gary Turkington