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PRIVATE

OUR AGREEMENT

The New Zealand Law Society requires that I set some matters out in writing and there are some things we need to have a clear understanding on.

Instructing Solicitor (include full details)

1

Services to be provided

- 1 The following is a summary of my brief:
 - a

2

Client Services

- 2 The Rules of Conduct and Client Care for lawyers of the New Zealand Law Society require that in all events, subject to the duties of the barrister to the courts and to the justice system, a barrister must:
 - a act competently, in a timely way, and in accordance with instructions received and arrangements made with the client;
 - b protect and promote the client's interests and act for the client free from compromising influences or loyalties;
 - c discuss the client's objectives and how they should best be achieved;

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- d provide the client with information about the work to be done, who will do it and the way the services will be provided;
- e charge the client a fee that is fair and reasonable, and let the client know when the client will be billed;
- f give the client clear information and advice;
- g protect the client's privacy and ensure appropriate confidentiality;
- h treat the client fairly, respectfully, and without discrimination;
- i keep the client informed about the work being done and advise when it is completed;
- j let the client know if the Instructions are of the sort where the client may be eligible for legal aid, and if so whether you are prepared to undertake the work if paid by legal aid;
- k let the client know how to make a complaint, and deal with any complaint promptly and fairly.

3 If you require any further details regarding the legal obligations of a barrister, please visit www.lawsociety.org.nz or telephone 0800 261 801.

Fees

- 4 My fee will be charged primarily on a time and attendance basis with each action having a time allocation.
- 5 My hourly rate is \$ 3 plus GST.
- 6 In fixing my fee I will also usually take into account the following matters:

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- a the time and labour engaged;
- b the skills, specialised knowledge and responsibility required;
- c the importance of the matter to the client and the results achieved;
- d the circumstances in which the work is undertaken and any time limits, including time limits imposed by the client;
- e the degree of risk assumed by me in undertaking the services, including the amount or value of any property involved;
- f the complexity of the matter and the difficulty or novelty of the questions involved;
- g the reasonable costs of running a legal practice;
- h whether the fee is fixed or conditional;
- i any quote or estimate of fee given;
- j any fee agreement (including a conditional fee) entered into between the lawyer and the client.

7 Disbursements (such as filing fees, search fees, photocopying, cell phone calls and courier charges) are in addition to my fee.

Estimate

8

Retainer

9 The sum of \$ 4 is to be paid to the trust account of the instructing solicitor and, when costs are due, used to pay those costs.

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10 You will pay further sums to the solicitor as asked for on account of costs and disbursements.

Professional Indemnity Insurance

11 I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

12 5 [provision for limitation of liability may be inserted here if deemed appropriate]

Complaints

13 If you have a complaint about my services, I would be happy to meet with you to discuss the nature of the complaint so that we can attempt to resolve it between ourselves. If you are not happy with the response to your complaint, you may refer your complaint to the New Zealand Law Society (telephone 0800 261 801, email www.lawyers.org.nz or mail to PO Box 5041, Wellington 6145).

Your Obligations to Me

14 You need to:

- a keep me advised of any change in your contact details
- b responded to correspondence
- c arrive on time for any court appearances
- d pay my costs with 7 days of a note of costs being presented to you

15 You agree to costs due to me being paid from any funds the instructing solicitor holds for you.

Acceptance

16 Your acceptance of legal services from me is an acceptance of the terms in this letter.

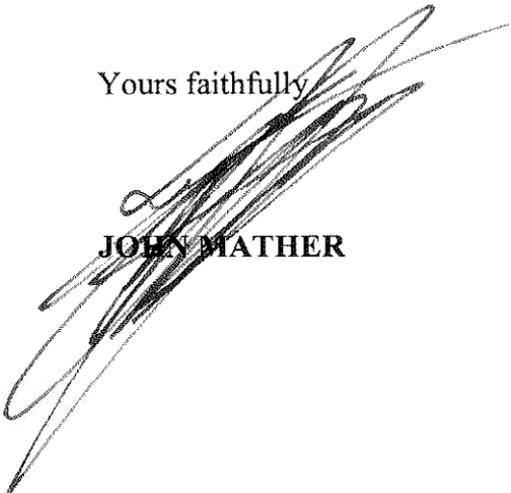
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17 Please note, if you do not want me to provide legal services to you please tell me as soon as possible.

Consequences of Failing to Pay Costs When Due

18 If you fail to pay costs when due or to pay further sums to the solicitor as required on account of costs and disbursements I will cease to provide services.

Yours faithfully



JOHN MATHER