

CLIENT INFORMATION

Scope of services and fees

1. I will directly discuss and agree with you the scope of services to be provided, and their costs, on an ongoing basis as the matter develops.

Basis upon which fees are charged

2. Lawyers fees are charged on the basis of reasonable fee factors as prescribed in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.
3. The factors taken into account in determining a fee include the following:
 - (a) the time and labour expended:
 - (b) the skill, specialised knowledge, and responsibility required to perform the services properly:
 - (c) the importance of the matter to the client and the results achieved:
 - (d) the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client:
 - (e) the degree of risk assumed by the lawyer 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 experience, reputation, and ability of the lawyer:
 - (h) the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients:
 - (i) whether the fee is fixed or conditional (whether in litigation or otherwise):
 - (j) any quote or estimate of fees given by the lawyer:
 - (k) any fee agreement (including a conditional fee agreement) entered into between the lawyer and client:
 - (l) the reasonable costs of running a practice:
 - (m) the fee customarily charged in the market and locality for similar legal services.
4. My hourly rate will be advised to you with costs advice. Fees are not always charged however simply on a time spent basis. Time may be written off where it is uneconomical to the client to bill all time. In other matters fees may be increased above time on the basis of the above factors.
5. I will not usually take a strict record of time (in the six minute unit method that law firms generally use) unless requested to.
6. I will invoice you monthly for my services or at any other time after an expense has been incurred.
7. You will not be charged for general office expenses unless significant disbursements are incurred (for instance large document volumes for court proceedings, urgent or large couriers etc.)

8. You will be charged for other out of pocket disbursements, such as court filing fees and travel costs (mileage at then current IRD rates, air tickets, accommodation etc). Air tickets will usually be purchased on a fully flexi basis to enable flexibility due to the uncertainty of court proceedings.
9. Payment is expected within seven clear calendar days of receipt of my invoice.
10. Invoices will record a narration of some of the main points of work undertaken but will not be exhaustive nor include time breakdowns for specific tasks.
11. An anonymised invoice can be sent with a separate narration if you require discretion.
12. I reserve the right to cease work if an invoice remains unpaid.
13. I may charge interest at 10% per annum (calculated daily) on any unpaid invoices and seek any collection costs.

Insurance

14. I hold professional indemnity insurance that meets the minimum standards prescribed by the New Zealand Law Society.

Lawyers Fidelity Fund

15. The Lawyers Fidelity Fund does not provide any cover in relation to a barrister sole as barristers do not hold client funds.

Complaints

16. I encourage you to raise any issues with me. In the majority of cases any issues are borne out of a lapse in communication that can be resolved easily to both parties satisfaction. However if we are unable to resolve an issue, I will with your consent refer it to another lawyer (at no cost) to give their views to you.
17. If you wish to make a formal complaint at any stage this should be addressed to the New Zealand Law Society Lawyers Complaints Service. They can be contacted on 0800 261 801 or www.lawsociety.org.nz.

Client care and service information

18. All lawyers are required to provide you with the following information in advance:

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* (the rules). Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

Limits of my services

19. My services will not include investment, financial or tax advice.

Direct Instructions to a Barrister

20. Until recently a barrister was usually asked to act for a client ('instructed') by a solicitor (a lawyer in a law firm). This is generally known as an 'instructing solicitor'.
21. Recently these requirements have changed and barristers are now able to receive direct instructions from a client in a number of areas i.e. without the involvement of an instructing solicitor.
22. Before receiving your instructions directly I am required by our rules to advise you of my capacity in the area you have asked me to work in, my general advocacy experience, and whether there is any disadvantage to you in not using an instructing solicitor. The purpose of providing you with this information is because there is no instructing solicitor to discuss your choice of barrister with. Below I will set out my capacity to assist you.
23. I have been practicing law since October 2004.
24. In criminal law, I have acted in hundreds of matters from traffic cases to murder trials, serious fraud, regulatory charges, appeals, sentencings and pre-trial arguments. I have regularly represented both the Crown and defence.
25. In employment law, I have acted in hundreds of matters from policy and contract drafting to Employment Authority and Court cases. I have lectured the employment paper at the University of Canterbury School of Law. I have represented individuals, public bodies and large corporations.
26. In civil law, I have acted in many Courts and Tribunal's, from the District Court to the Supreme Court. This includes most areas of civil litigation, such as contract, tort, and family property.
27. I hold a Senior Crown Prosecutor qualification from the (Deputy) Solicitor-General, a Legal Services Agency Level 4 provider rating (out of 1-4), am appointed regularly as an Amicus Curiae in all courts, and am a faculty member of the Litigation Skills programme. I am a Deputy-Chair of the Teachers Disciplinary Tribunal.

Disadvantage

28. I do not discern any disadvantage to you in not using an instructing solicitor. If I consider any issues arise which require the use of a solicitors firm I will advise you of this. Such issues might be for instance where large discovery of documents is required.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Mackenzie', with a long horizontal flourish extending to the right.

Tim Mackenzie

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