

# Glenn Jones, Barrister: Terms of Engagement

## 1. Standard terms

This document contains my standard terms of engagement. Unless we agree otherwise in writing, these terms of engagement will govern our relationship. By instructing me to act for you, you will be deemed to have agreed to them.

If you have any questions about these terms, please do not hesitate to contact me.

## 2. Appointment

I record that you wish to instruct me directly, without an instructing solicitor. As I am a barrister, I cannot undertake certain types of legal work, including transactional matters, and I cannot act as a general agent or attorney. I do not have a trust account so cannot handle money on your behalf.

Unless we have agreed otherwise in writing, you have appointed me on a non-exclusive basis.

## 3. Fees and disbursements

Unless we agree otherwise, my fees will be based principally on the time I spend on your matter, reflecting the hourly rate I will charge for this matter which is stated in my accompanying letter. My hourly rate may vary from time to time and I will inform you if this occurs. To ensure that my fees are fair and reasonable, having regard to your interests and mine, I will also take into account the factors set out in rule 9.1 of the Law Society's Conduct and Client Care Rules. These include:

- The complexity of the matter
- The skill, specialised knowledge, and experience required
- The responsibility involved
- The importance of the matter to you and the results achieved
- The urgency of the matter
- The circumstances in which my services were provided.

In addition to my fees, incidental office expenses (such as copying, printing, binding, telephone document storage and courier charges) may be charged. I will include a one-off charge on my first invoice on each file to cover the cost of storing your file after completion of the engagement.

If I make any payments or disbursements to third parties on your behalf, you will reimburse me on receipt of my invoice.

I may require you to pay a deposit against my future invoices to a stakeholder.

## 4. Billing

My practice is to render interim bills during the engagement, usually every month or second month.

My invoices are payable 14 days from the date the invoice is rendered, unless we have made alternative arrangements. Please raise any queries you have about any invoice within seven days of receiving it.

If, on your instructions, I have agreed to send an invoice to a third party, and that third party fails to pay the invoice within 14 days from the date the invoice is sent, I will send you an invoice for the same amount, which you must then pay within 14 days.

If my invoices are not paid by the due date, I may charge interest at the rate of 1.5% per month. You will be liable for all legal and debt collection costs that I may incur in obtaining or attempting to obtain payment of my invoices, together with interest.

## **5. Conflicts of interest**

Where I am acting for you on a matter, I will not (without your consent) act for another client against your interests on the same or any closely related matter. Nor (without your consent) will I act for another client where I hold confidential information concerning you or your affairs that I have acquired while acting for you, where disclosure of that information to that other client would be likely to affect your interests adversely.

If a conflict of interest arises, I will tell you and, if bound to do so by the Law Society's Conduct and Client Care Rules, or if I choose to do so, I will terminate my engagement.

## **6. Confidentiality**

I will hold in confidence all information concerning you and your affairs that I acquire in the course of acting for you. I will not disclose this information to any person, unless you expressly or impliedly authorise me to do so, except to the extent required to represent you or as permitted by the Law Society's Conduct and Client Care Rules.

## **7. Reliance**

You are the only person who may rely on my advice. I owe no duty or liability to any other person, including for example any associated companies, shareholders, directors, employees, or family members. If you want any other person to be able to rely on my advice, my written agreement is required.

My advice is opinion only, based on the facts known to me and on my professional judgment, and is subject to any changes in the law after the date on which the advice is given. I am not liable for errors in, or omissions from, any information provided by third parties.

My advice relates only to each particular matter in respect of which you engage me. Once that matter is at an end, I will not owe you any duty or liability in respect of any related or other matters unless you specifically engage me in respect of those related or other matters.

Unless otherwise agreed, I may communicate with you and with others by electronic means. I cannot guarantee that these communications will not be lost or affected for some reason beyond my reasonable control, and I will not be liable for any resulting damage or loss.

## **8. Document destruction**

My policy is to retain clients' files in paper or electronic form for 7 years, except for some files which I may choose to retain longer or to return to you. However, I may destroy files at any time. Unless you notify me in writing beforehand that you do not wish it to be destroyed, you will be deemed to have consented to that file (whether in paper or electronic form) being destroyed.

## **9. Termination**

Where you give me an instruction, and I rely on that instruction in something I do, you may not revoke that instruction. Subject to this, you may terminate my engagement at any time.

I may terminate our engagement at any time if:

- you misrepresent or fail to disclose to me relevant facts
- you mislead or deceive me in a material respect

- you adopt a course of action that I believe may be inconsistent with my professional obligations
- I consider that a conflict of interest has arisen
- you do not pay my invoices by due date
- you have not met a requirement to pay a deposit to a stakeholder.

I may also terminate my engagement in any other circumstances requiring or justifying termination in terms of the Law Society's Conduct and Client Care Rules.

If my engagement is terminated, I may retain your files until my invoices are paid.

If my engagement is terminated, these terms of engagement will continue to apply to the extent that is appropriate.

## **10. Privacy**

While acting for you, I may collect and hold personal information concerning you. This information may be used by me to provide services to you. You authorise me to obtain from any person, or release to any person, any information necessary for that purpose, and you authorise any person to release to me information that I may require for that purpose.

Information concerning you will be held at my office. Under the Privacy Act 2020, you have the right of access to, and correction of, your personal information held by me.

## **11. General**

These terms apply to any current and all future engagements. However, I may vary these terms from time to time and, if I do so, I will inform you of the varied terms. If you continue to instruct me following a variation, you will be deemed to have agreed to the varied terms.