

Kathryn Dalziel

BARRISTER

Client Care & Service Information

Terms of engagement

NZ Law Society Client Care & Service Information

Lawyers must follow certain standards of professional behaviour. These are set out in the [Rules of Conduct and Client Care for Lawyers](#), and came into effect with the [Lawyers and Conveyancers Act 2006](#).

Under these rules, you can expect that, whatever legal services your lawyer is providing, they must:

- act competently, in a timely way, and in accordance with any 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 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.

You may [complain](#) about a lawyer who does not meet these standards.

Lawyers must have a practising certificate issued by the NZ Law Society. You can look up the [NZLS Register](#) to find out if the person you plan to consult holds a current practising certificate.

More information about what you can expect from your lawyer is available in the NZLS website, [here](#).

General Terms and Conditions of Instruction

General terms

- My instructions must come through a solicitor unless I am able to take direct instructions under the NZ Law Society Rules.
- Areas in which I can take direct instructions are:
 - employment law
 - privacy law
 - opinion writing for civil litigation
- When I have an instructing solicitor, I arrange to deal directly with you ("the client"), on the basis that the instructing solicitor is kept informed of all material developments in your case.
- These terms of engagement as modified from time to time, apply to any current instructions and to any future instructions.
- Any dispute concerning these terms of engagement or work undertaken for you is to be resolved in the New Zealand Courts under New Zealand law.

Privacy and confidentiality

- The purposes for which I collect personal information from you is in order to provide legal services to you. I hold your information on a secure electronic database and in my office at 40 Walker Street, Christchurch. I have access to your personal information as well as staff employed by me such as my Executive Manager, an employed barrister or other administration staff.
- I will discuss with you if I need to collect personal information about you from third parties.
- You have a right to request access and to request correction of your personal information.
- I hold in confidence all information concerning you or your affairs that I acquire during the course of acting for you. I will not disclose any of this information to any other person except with your consent; to the extent necessary or desirable to enable me to carry out your instructions; or to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
- I may provide access to information to third parties where any of my functions or services are being outsourced (for example word processing or IT support). In that situation, the third party will be required to comply with this privacy policy and confidentiality.

Information Technology

- Most of my communications are via email or other electronic means. I do not guarantee the security of those communications and I am not liable for any loss suffered as a result of any breach of security or other default in my electronic services. I will discuss with you the use of encryption or Dropbox (see below) for sensitive material.
- If required, I use the cloud sharing service of Dropbox for Business, which is a secure and encrypted service to securely share large files which cannot be shared via email. If I am using Dropbox as part of my services, please refer to Dropbox's Policy and advise me in the first instance if you do not wish to use this service.

Work Undertaken Personally

- I will have general carriage of, or overall responsibility for, any work on which I am instructed. On occasions I will contract out research to more junior lawyers, where I judge that that would be more cost-effective for the client.

Duty of Care

- My duty of care is to you and not to any other person. Before any other person may rely on my advice, I must expressly agree to this in writing.

Capacity and experience in performing the services/advocacy experience as a barrister

- Please refer to my website: www.kathryndalzielbarrister.co.nz/about

Any disadvantage which I believe may be suffered by you if no instructing lawyer is retained

- As a barrister sole, you may not be able to receive an immediate response from me due to concurrent commitments. I work with an Executive Manager who will assist with enquiries and arrange a time for me to meet with you in person or by phone or by video conferencing.

Limitation of Liability

- My advice is based on the facts that have been given to me from you, another person or documents. I apply my professional judgment based on the law at the time of my advice. I am not liable for errors in, or omissions from any information provided to me unless identifying the error or omission is part of the competent performance of my services.
- Any other limitation which may apply to your instruction will be notified to you by letter or email at the start of your instruction.

Calculation and payment of fees

- My hourly rate for instructions is set out on my email/letter of engagement. Hourly rates may change on occasion and any change will be notified before it applies.
- From time to time, I use a junior barrister or law clerk for work that supports a lower charge out rate.
- In addition to my fee, all direct disbursements and out of pocket expenses will be charged, plus GST.
- Although I am Christchurch-based, my practice covers the entire country. I charge actual travel time at 50% of my charge out rate plus disbursements such as airfare, car parking, taxis.
- My instructing solicitor is responsible for my fees and other costs unless alternative arrangements are made for you to pay those fees and costs directly.
- I usually require that my instructing solicitor hold funds on account of some or all of my anticipated fees.
- I arrange with my instructing solicitor to pursue payment of my fees, interest, and costs if you do not pay them.
- If I agree to take direct instructions, then you are liable for my fees, interest, and costs direct.
- My fee and costs will normally be billed fortnightly or monthly in an itemised account, and each account is payable within 7 days. Unless prior arrangements for payment over time have been made, I reserve the right to adjust any fee that has not been paid within one month of the date of invoice for an interest charge. That charge will not exceed the unauthorized overdraft interest rate applicable to my practice account plus a margin of 5%, compounding monthly.
- In most cases my account will be sent to the instructing solicitor even when you have agreed to pay directly, but a copy of the account will be sent directly to you unless I am requested by my instructing solicitor not to do this. If you require an account to be addressed to a specific entity or person, that should be arranged through my instructing solicitor.
- If an account remains unpaid beyond one month from the date of issue I may terminate the brief and seek leave to withdraw from any proceedings then being undertaken, without affecting the obligation of you and/or solicitor to meet my fee, interest, and costs.

- You are welcome to terminate the retainer at anytime and fees and disbursements will only be charged up until that time, unless my obligations to the Court require me to take additional steps in terminating the retainer.
- If the account moves into a debt collection process, you accept responsibility for payment of all costs in collecting any outstanding amounts, including costs on a solicitor/client basis.

Client Monies and Lawyers' Fidelity Fund

- Barristers are not permitted to hold client monies.
- If it is necessary for you to make payments in advance, whether to cover disbursements or my fees, I can make arrangements for these to be held in the trust account of a law firm or other authorised organisation. You will be required to provide personal information details to that firm as part of its Anti-Money Laundering/Counter Financing of Terrorism Programme and you will also be required to accept that firm's standard terms and conditions.

Document destruction/File retention/Intellectual property

- I will retain the file that I create for your work on any one matter for a minimum of ten years after I finish working on that matter. I may hold that file electronically rather than physically. After that time, I may destroy the file without contacting you or my instructing solicitor.
- If you and/or my instructing solicitor wish to retain all or part of the paper file (where I have held one), please let me know in writing before the matter is completed.
- Provided all my invoices are paid on all matters, I will (on request) provide to you and/or my instructing solicitor all the documents I have obtained or created in your matter. Before I provide those documents, I may take a complete copy of them.
- Unless otherwise agreed, I retain the copyright in all documents prepared. You are entitled to use such documents and retain copies of documents for the purposes for which they were prepared, but not otherwise, without my consent

Professional Indemnity Insurance

- I have professional indemnity insurance which exceeds the minimum standards currently specified by the Law Society.

Complaints

- Please let me know if you have any concerns or a complaint. Your work is important to me and it would be great to have the opportunity to have a discussion with you. I will respond to any concern or complaint as soon as practicably. From there, if you think the situation is not resolved, the New Zealand Law Society has a complaints service, details of which are available on its [webpage](#).

Termination of Legal Services

- You may terminate your instruction at any time.
- I may terminate the instruction in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers. The most likely reasons for me to terminate the retainer are when:
 - A conflict of interest comes up and you need to be advised by separate counsel; and
 - Non-payment of my fees (see above).
- If the instruction is terminated you must pay all my fees, disbursements and expenses which are due up to the date of termination.

Other terms

- If any term or provision of these terms is held to be illegal, invalid or unenforceable, it may be severed without affecting the legality, validity or enforceability of the remaining provisions.
- Neither of us will be deemed to have waived any right under these terms unless the waiver is in writing and signed by both of us, or confirmed in an electronic communication.