

JOHN MAASSEN BARRISTER CLIENT SERVICE AGREEMENT

Welcome

1. I am pleased to assist you. This is my Client Service Agreement and is the basis for me agreeing to provide professional legal services to you. Please read this document carefully as it will govern our relationship.
2. “John Maassen Barrister” or “I” or “me” means the John Maassen trading as a barrister - sole and includes employed lawyers and administration staff of John Maassen Barrister.
3. Instructions must be received through a solicitor (“the instructing solicitor”) unless one of the recognised exceptions to this requirement applies.
4. I am authorised to deal directly with you on the basis that the instructing solicitor is kept informed of all material developments in the client’s case.
5. I will have general responsibility for, any work on which I am instructed. On occasions I will contract out research or administration to more junior lawyers or administrative staff, where I judge that that would be more cost-effective for the client.
6. On occasions work may be undertaken, at my direction, by my instructing solicitors. This may include drafting, attendances at Court appointments, research or interviewing witnesses. You will be billed separately by my instructing solicitor for this work. There will be no duplication of costs and utilising my instructing solicitor will be a cost- effective means of ensuring that your work is properly attended to.
7. These terms of engagement as modified from time to time, apply to any current instructions and to any future instructions.
8. Any dispute concerning these terms of engagement or work undertaken for my clients is to be resolved in the New Zealand Courts under New Zealand law.
9. The scope of the services to be provided are set out above.

What I promise you

10. My first duty is to uphold the rule of law. Lawyers and barristers owe overriding duties to New

Zealand Courts.

11. I promise you to:

- 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 can 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; and
- let you know how to make a complaint and deal with any complaint promptly and fairly.

12. I am not qualified to give you investment advice. You should get that advice from a qualified financial advisor. Whether or not a transaction meets your financial objectives or not is a matter for you to decide and I do not offer advice on the financial wisdom of a transaction or whether it meets your financial objectives. Unless tax advice is expressly offered any tax implications of any transaction must be determined by you in consultation with your accountant.

13. I have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises I will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

14. I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society under the Lawyers and Conveyancers Act (Conveyancers Registration and Practice) Regulations 2008.

15. The Lawyer's Fidelity Fund does not provide any cover in relation to my practice because, as a barrister sole, I do not hold client funds.
16. I maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about my services or charges, you may refer your complaint to me as I have overall responsibility for your work.

If you do not wish to refer your complaint to me, or you are not satisfied my response to your complaint, you may refer your complaint to the Practice Manager. The Practice Manager may be contacted as follows:

- By letter;
- By email at margie@johnmaassen.com;
- By telephoning at 027 271 2994

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society.

The New Zealand Law Society

Street address: Level 7, Law Society Building, 26 Waring Taylor Street, Wellington
6011

Postal address: PO Box 5041, Lambton Quay, Wellington 6145 (DX SP20202)

Telephone: (04) 472 7837

Fax: (04) 473 7909

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Communication

17. Unless otherwise agreed with you, I will communicate with you and others at times by electronic means and share documents through the cloud. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). I do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication.

18. Provision of good legal advice is based on good communication. Good communication is our joint obligation. You will:
- (a) clearly identify the issues, concerns and objectives you have;
 - (b) provide us with timely instructions at the speed required to comply with Court processes;
 - (c) not withhold information that may affect the advice I may give;
 - (d) alert me to any inaccurate facts or assumptions that form the basis of my advice to you
 - (e) be available to respond to queries; and
 - (f) co-operate in any procedures required to be completed under New Zealand law.

Fees, expenses and disbursements

19. I will charge fair and reasonable fee calculated based on a range of factors approved by the New Zealand Law Society. These factors are:
- The time and labour expended;
 - The skill, specialised knowledge and responsibility required;
 - The importance of the matter and the result achieved;
 - The urgency;
 - The complexity or novelty of the questions involved;
 - The experience, reputation and ability of the lawyer requested by the client;
 - The reasonable costs of running a practice; and
 - The fee customarily charged in the locality for a similar level of service.

All these factors will be considered in setting a fair and reasonable fee for my legal services. In relation to the first factor, time will be recorded on a time expended basis. You are entitled to request an estimate of my fees and charge out rates.

20. Before commencing work on your behalf I may require the payment of a retainer. That retainer will be deposited into the trust account of my instructing solicitor and used on account of fees and disbursements. Any unused portion of the retainer will be returned to you upon completion or termination of my services. Non-payment of the retainer will/may result in my ceasing work. Further retainers may be necessary as the matter progresses and the earlier retainer has been used.

21. Where a retainer is paid, you irrevocably authorise my instructing solicitor to debit any fees, expenses and disbursements for which I have provided an invoice against amounts pre-paid by you into my instructing solicitor's trust account.
22. For a variety of reasons, some instructions are not completed. If this occurs the work undertaken and costs incurred up to the time of termination will be charged.
23. In some circumstances, it may be necessary to incur additional time or expense following the completion or termination of a matter. That time is charged for in the normal way.
24. My accounts are payable by the fourteen (14) following the date of the invoice.

If you pay by cheque your payment is made when the cheque is cleared.

Acceptable methods of payment are:

- Direct Credit (this is the preferred method of payment) and the account details for payment will be on my invoices;
- A cheque made out to John Maassen Barrister;

If you are in default of payment, you agree to pay late payment fees of 1.5% per month on any amount outstanding and to indemnify me and pay all costs and expenses if recovery action is necessary to recover from you, any overdue amount.

If any account is not paid on time I may decide not to carry out further work or incur further disbursements.

25. GST is payable by you on my fees and charges.

The limits of my liability to you

26. My liability to you is limited.
27. I am not liable to you for any loss whatever or however it arises from investment losses.
28. I am not liable to you for any claim whatever and however caused if you do not notify me of a potential claim within 12 months of you becoming aware of the circumstances giving rise to the claim.
29. I am not liable for any loss, expenses, costs or damages whatever and however it arises for any act or omission in relation to any matter conducted on your behalf, or otherwise for an amount exceeding \$1,000,000,

30. All claims arising from the same act or omission must be treated as a single claim to which the limitation sum applies and must in no circumstances whatever and however exceed my insurance cover.
31. If you make a claim in any jurisdiction that exceeds the limitation amount in this clause or outside the time limits in this clause, then you must pay my actual and reasonable legal costs in defending that claim whether or not the final outcome results in an award less than the limitation sum.

General matters

32. I may suspend (temporarily stop) work on your file if you have not:
 - Paid my invoices on time;
 - Given us information that I have asked for; and
 - Done something that I have asked you to do.

You have the right to terminate my services at any time by written notice

- I also reserve the right to terminate my services at any time upon the giving of written notice (subject to my ethical obligations). This may occur (without limitation) where you have not paid me when due, when you cannot or will not provide instructions to me, or when ethically I do not consider that I can continue acting.
 - If my retainer is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.
33. Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to me if the third party fails to pay us.
 34. I will convert files to electronic format and return the originals to you unless otherwise agreed. I will close the file by archiving it and storing it electronically. I will return physical files to you or the instructing solicitor.
 35. These terms apply to any current service and also to any future service I provide you.