

# PAMELA WILLIAMSON

LLB

*Family Lawyer*

[www.peoplelaw.co.nz](http://www.peoplelaw.co.nz)

*"It's all about relationships"*

## TERMS & CONDITIONS OF ENGAGEMENT & CLIENT CARE 2011

Thank you for your inquiry.

- My goal is always to offer you cost-effective solutions to your legal challenges. As a sole practitioner I am in a position to offer you prompt, personal service and fast turnaround of work.
- My task is to interpret and clarify the Law and legal processes and procedures to you as simply as possible and to act promptly on your behalf with your best interests at heart.
- My wish is for you and me to communicate carefully and clearly so that your expectations are met. I act on your instructions only. Your instructions are a mixture of the background information that you provide me with, your goals and desired outcomes. You are responsible for providing me with the necessary information I require during the process to meet the legal standards expected of me. We will work together towards achieving your goals.

**Office hours: 9:00am – 5:00pm (Mon-Fri)**

1. **9:00am – 5:00pm (Monday-Friday).** My mobile number is provided to you primarily so that you can contact me if the matter is *urgent*. Otherwise please respect my after-hours privacy if the matter is not urgent.

### **Confidentiality & Security:**

2. I confirm that I will hold in confidence all information concerning you or your affairs that the firm acquires during the course of acting for you. I will not disclose any of this information to any other person except:
  - a to the extent necessary or desirable to enable me to carry out your instructions; or
  - b to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
  - c I confirm that your files will be held securely.

### **General Terms & Conditions of Instruction:**

3. If you decide to instruct **Pamela Williamson Family Lawyer (“the firm”)** written instructions are required. A signed and dated acknowledgement that these terms and conditions have been read and approved by you and your instructions to this firm will be required from you either before or at the time of first interview. A form for that purpose is attached to this document. It can be faxed or brought to the 1<sup>st</sup> appointment.

### **First Interview:**

4. Normally initial interviews average about 1-2 hours in length depending on complexity. Be aware that some matters may need more time to properly assess the issues and provide initial advice. Please bring all relevant documentation including correspondence with you to the 1<sup>st</sup> interview if possible. Those of you who wish to provide a chronology of significant events or the ‘bare bones’ details of your matter will save yourself the cost of my time obtaining that information from you and will assist greatly with the quality of advice obtainable from me at initial interview.
5. The fee for the first interview will be immediately payable and an invoice and receipt will be issued to you at the time. NB I do not have facilities for credit cards and do not carry change for cash.

Any further activities undertaken on your behalf will be billed as follows:

### **Charges:**

6. The firm’s fees are charged in accordance with guidelines laid down by the Rules of Professional Conduct of the New Zealand Law Society. In fixing the fee, we are obliged to charge a fair and reasonable fee, taking into account matters such as:
  - The time spent
  - The skill and knowledge and responsibility required
  - The value of property involved
  - The importance and urgency of the matter
  - The reasonable costs of running a practice
  - The result
7. The charging basis of the firm is **“Time in Attendance”** i.e. all activities undertaken on your behalf are *time-costed* in 6 minute units. It is therefore incumbent upon you to use my time sparingly without compromising on the full exchange of information needed in these matters to ensure appropriate advice/representation is provided. Appointments that are missed without *24 hours* notice being provided incur an administration fee of \$25.00 which is billed to you in the following invoice.

**NB I no longer take on legal aid matters.**

**Hourly Rate:**

8. As a Senior Practitioner, the usual hourly rate of **PAMELA WILLIAMSON FAMILY LAWYER** is **\$300 per hour + GST + disbursements** (out of pocket costs incurred on your behalf by the firm). This means that if part of that hour only is required, you will be billed for that time only. **NB** time under 6 minutes will be rounded up to 6 minutes due to inefficiencies which occur from going from one matter to the next. See clause 16 below for payment terms.

**Disbursements:**

9. When this Firm instructs another party to undertake work on your behalf you are responsible for payment to them. Estimates of such costs will normally be advised beforehand. Examples are fees for document service, title search fees, courier fees, expert reports etc. A client will normally be asked to pay the provider of the service direct. Where that is impracticable (and a small amount is involved) the disbursement will be included in your next invoice. There is a one-off charge for office expenses of \$50 for ongoing matters. This covers the costs of photocopying, mail, mobile & toll charges. This Firm also has a specialised online legal database facility for research purposes use of which you will be charged for.

**Estimates:**

10. A Plan of Action will be discussed as soon as possible so you are able to anticipate many future costs for planning purposes. Several options are often available – with varying costs.
11. An estimate can be provided. An exact estimation of legal costs is extremely difficult however. For this reason the firm never sets a flat fee for family law litigation ie never gives a “quotation”. Estimates are exactly that – an educated non-binding guess, subject to events as they unfold and your ongoing instructions.

**N. B.** I reserve the right to halt work on your file at any time without notice to you if an account remains unpaid after 7 days.

**Court Proceedings:**

12. Progress payments will be required during the course of the proceedings.
13. Where possible every attempt will be made to resolve your matter before proceedings are filed. That may include correspondence, meetings and/or mediation. Where court proceedings are filed a settlement focus is still important given that a very small percentage only of proceedings filed actually progress to hearing.

14. Once filed the course of court proceedings by its very nature can be unpredictable and may be affected by outside events out of our control such as additional court applications that are filed by an opposing party which require a response. Judges may also direct counsel to undertake extra work on behalf of a client. Other factors governing the amount of time needed (and therefore the fee) are the amount of legal research required, the number of meetings with parties and their counsel, the amount of document drafting, correspondence, telephone calls etc and the amount of preparation for and number of court appearances required in order to resolve your matter.
15. In the event of the withdrawal of your instructions *after* proceedings have been drafted on your instructions (but not filed or served) the firm reserves the right to invoice you on its usual basis.

**Invoices and Terms of Payment:**

16. Invoices are normally issued monthly during the last week of the month and are payable *immediately*. Interim invoicing may occur in the middle of the month or earlier if a significant amount of work (such as the filing of proceedings) has just been completed. This will be at the sole discretion of the firm and terms of payment will be the same as above. Extensions will be at the sole discretion of the firm. A detailed billing memorandum will be provided to you at the time which will list all activities undertaken on your behalf. It will also help you keep track of the progress of your matter. You may also seek at any time without charge a “work in progress” memorandum to help you keep tabs on mounting costs.

**Payment Methods:**

17. Payment is by direct credit, internet transfer, cheque or cash **ONLY**.

**N. B.** I do not have facilities for credit cards and do not carry change. Invoices are always issued. A receipt will normally be issued at the time unless an electronic transfer is made which identifies your name and client reference.

**Interest:**

18. I reserve the right to charge interest on any account *more than 7 days overdue*. Interest on overdue accounts shall be calculated at the rate of 5% above the firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due. The firm's current Bank is ASB.

Accounts unpaid after 3 months and failure to contact me to discuss the matter will be sent to Baycorp for collection which may affect your credit rating.

**Professional Indemnity Insurance:**

19. I confirm that I hold Professional Indemnity Insurance cover. My current policy has a limit of indemnity of \$500,000 in respect of any one claim and

\$1,000,000 in respect of any claims in the aggregate. Your files are held securely and backups are made as a matter of course.

20. **Attached** please find Law Society Client Care and Service Information as at 1 August 2008.

**Retention of files and documents:**

21. You authorise the firm (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

**Conflicts of Interest:**

22. The firm has procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises you will be advised of this and the requirements and procedures set out in the NZ Law Society's Rules of Conduct and Client Care for Lawyers will be followed.

**Duty of Care:**

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

**Termination:**

24. You may terminate your instructions at any time.
25. The firm may terminate your instructions in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
26. You must pay the firm all fees due up to the date of termination and all disbursement expenses incurred up to that date.
27. The firm has the right to retain original documents, work papers and correspondence on your files (a lien) until such time as all outstanding fees and expenses have been paid. All invoiced work completed by the firm will need to be paid in full before the file can be transferred to another lawyer.

**General:**

28. These Terms apply to any current engagement and also to any future engagement, whether or not the firm sends you another copy.
29. The firm is entitled to change these Terms from time to time, in which case you will be sent a copy of the amended Terms.
30. The firm's relationship with you is governed by New Zealand law and New Zealand Courts have non-exclusive jurisdiction.

**Finally, my personal commitment to you:**

I will make every effort at all times to keep you properly informed. It is your responsibility however to keep me informed as to any change in your contact details. I am not responsible for any communications which do not reach you due to a change in contact details not advised to me.

**Please do not hesitate** to inquire about the progress of your matter and update your instructions. I believe that the most effective approach is to work together towards the outcomes you are seeking. If there are any problems arising from the conduct of your matter by the firm I am only too happy to discuss the issues. Sometimes further explanation is required.

I look forward to meeting and working with you.

**Pamela Williamson**  
**Principal**

*“It’s all about relationships”*

## **LAW SOCIETY CLIENT CARE AND SERVICE INFORMATION**

**As at 1 August 2008**

**Whatever legal services your client 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. Those obligations are subject to other overriding duties, including duties to the courts and the justice system.**

**If you have any questions, please visit [ww.lawyers.org.nz](http://ww.lawyers.org.nz)**

**Any limitations on the extent of my obligations to you or any limitation or exclusion of liability are set out in my terms and conditions of instruction to which this sheet is attached.**

**The Law Society maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society, c/- The Auckland District Law Society, PO Box 58 Auckland, Telephone: (09) 303 5270 or 0800 261 801.**

**PAMELA WILLIAMSON**

*Family Lawyer*

[www.peoplelaw.co.nz](http://www.peoplelaw.co.nz)

**Principal**

**Physical Address: 52 Kelmarna Avenue, Ponsonby 1011, Auckland**

**Mailing Address: PO Box 1471233, Ponsonby 1144, Auckland**

**Telephone: 64 9 361 3980**

**Fax: 64 9 361 3981**

**Email: [pamela@peoplelaw.co.nz](mailto:pamela@peoplelaw.co.nz)**

**LEGAL SERVICES AGREEMENT**

**NB The firm's Terms and Conditions of Engagement 2010 form part of this Agreement.**

**Between**

**And PAMELA WILLIAMSON *Family Lawyer***

**Dated:**

***Type of Service to be provided:***

**Hourly Rate:** \$300.00 per hour + gst & any disbursements

*Estimate of charges (where appropriate):* \$

This figure represents the firm's best estimate of the charges. It is not however a "quotation"

I/We acknowledge that I/we have read and understood the terms and conditions of engagement of **PAMELA WILLIAMSON *Family Lawyer***.

***Credit Inquiries:***

I/We authorise **PAMELA WILLIAMSON *Family Lawyer*** to make credit inquiries at the firm's discretion from an appropriate credit information service provider.

Client Name:

Signature:

---

**PAMELA WILLIAMSON  
PRINCIPAL**

