

HUGH RENNIE

QUEENS COUNSEL



SUMMARY OF TERMS OF ENGAGEMENT

This summarizes the terms on which I accept instructions as a Queens Counsel, the basis on which my professional fees are charged, and other relevant information.

The Lawyers and Conveyancers Act, and the 2008 Rules on Conduct and Client Care require lawyers to provide this information, and to provide solicitors and their clients with information about rights to question or complain about my fees and services. The 2008 Rules apply to instructions to me. I refer you to them for additional information.

As a barrister sole, accepting instructions only through other lawyers, I am not required to initiate the provision of information under Rules 3.4 and 3.5. I am providing this information to assist instructing solicitors and clients.

Acceptance of instructions:

I accept instructions to act in compliance with Chapter 4 of the Rules, and when the following requirements are met:

- I am offered instructions in an area of law in which I have the necessary current knowledge and expertise;
- I am not conflicted from accepting those instructions by any other current or prior involvement;
- I have the current capacity to undertake the work requested, both immediately and during the likely duration of the instructions;
- I am instructed through a solicitor who will continue to act as required as my instructing solicitor;
- The client commits to pay my fees and makes acceptable arrangements in that regard.

I am always willing to discuss instructions in advance of a formal commitment. I prefer to have an initial discussion at which any conflict can be checked. I prefer to commence instructions for a new client by reviewing a summary of the matter and advising whether I believe I can be of assistance. I am usually willing to carry out that first assessment and response without fee or commitment to continue.

If you need to assess whether I may be conflicted from acting in a matter, I recommend that you first consider the information in my summary at my Chambers web-site WWW.HARBOURCHAMBERS.CO.NZ. This lists my other commitments and the areas of work in which I normally accept instructions.

Fees:

My fees are set and charged as a professional fee as counsel. Each fee is set in compliance with Chapter 9 of the Rules as a fair fee for the work undertaken and is fixed in relation to the factors in Rule 9.1

In particular I will take into account the nature and complexity of the matter, any special features of the matter or special skills I have used, the nature and extent of the work involved, and with regard to the guidance available from the profession, Court scales, and Court decisions as to fair and reasonable fees.

A note of professional fee is not a trade or business account. It is due for payment on presentation. While Rule 10.7 provides that the solicitor is liable for my fee, I do not regard or hold solicitors liable for my fees in the event that the client breaches agreed fee arrangements.

In general, I do not keep narrated time records. I can provide a narration of the main services comprised in my fee when requested. Some clients, mainly Crown departments and entities, require fee notes on a time basis, and where I have agreed to render fees on that basis I do so.

Some instructions are offered to me on the basis that I am invited to provide a quotation in competition with other providers, and/or that the offer is subject to terms in a client's "procurement contract" or other purchase agreement. I do not bid on or accept such instructions, or the terms of any "procurement". I am always willing to provide an indicative assessment of the likely level of fees.

Types of fee notes:

The fee for each instruction I accept will be based on one of the following. If the first does not apply we will agree at the outset which one applies:

- Normally, my professional fee will be fixed by me as a fair and reasonable fee as set out above. This is the basis on which I will render a fee in your present matter unless we make some other agreement in writing;
- Where agreed by me, my professional fee will be based on a time charge;
- Where agreed by me, my fee may be agreed in advance as a fixed fee, or a figure which the fee will not exceed.

I regret that following the 2009 reduction in legal aid rates I am no longer a registered provider and do not undertake work on that basis.

As at 1 November 2010, for matters dealt with on a time basis, the hourly rate applied (exclusive of GST) was normally in the range of \$450 to \$600 per hour, with the outer limits being \$200 and \$720 per hour.

Interim fee notes:

In matters which are ongoing, I will render fee notes at intervals. Most commonly fee notes will be rendered monthly in arrears. Fee notes will contain the details required by the

Rules but will not be further narrated unless you request this or I consider it is necessary in any case to provide that detail.

Disbursements and taxes:

GST is added to all fee notes which are subject to this tax. In general, I do not charge separately for so-called "disbursements" (such as tolls, copying, mileage, courier fees, etc). I charge (at actual cost) expenses incurred by me with third parties for matters specific to your work, including travel, accommodation, specialist research, major copying, court charges etc. I may engage a junior barrister to assist me and that cost will be charged.

Termination of instructions:

You may terminate my instructions as provided in the Rules, normally at any time. You will remain liable for my fees to that point. As a professional courtesy I will usually assist without further fee in transferring your case to other counsel. If you have extensive or unusual requirements, I would require a suitable fee to be agreed and paid.

I may withdraw from acting for you in those circumstances which are recognized in law (including in the Rules) as providing grounds. Examples are:

- Where there is such a difference (or breakdown in relations) between us that I am not able to carry out my professional responsibilities;
- Where I am unable to undertake the work required within the time available for that work to be done;
- Where you are in default in payment of my fees;
- Where a conflict has arisen which precludes me from continuing to act;
- Where you have instructed me to take an action, or be involved in an action or omission, and for me to do so would be a breach of my duty as a barrister.

This is not a complete list. Such matters arise very rarely and will be notified to you (and discussed) if and when they arise. If I do terminate instructions I will not again act as counsel in the same matter.

Issues and complaints:

My aim is to provide professional representation in accordance with the obligations of counsel and the traditions of the profession. If you are at any time uncertain, or concerned, at any aspect of your case, I ask that you raise this matter with me so that we can discuss it and resolve it.

If you are reluctant to do this, I recommend you discuss the matter with the solicitor instructing me and seek their advice as to how to proceed.

I commenced legal practice as a solicitor in 1969, and as a barrister in 1970. I was both until 1991, when I became a barrister only. In 1995 I was appointed a Queens Counsel.

I am an independent barrister, but also a senior member of Harbour Chambers. Each bar-

rister in our Chambers is committed to the same professional standards. You may at any time approach another member of Chambers and seek their assistance in raising any matters with me, and they will do this.

If you do not wish to have a complaint dealt with in this way, or you are not satisfied with the response to the complaint you may refer your complaint to the New Zealand Law Society.

Professional indemnity insurance:

I hold professional indemnity insurance which meets or exceeds the minimum requirements set by the NZ Law Society.

File disposal:

I draw your attention to the provisions of the Rules as to client rights to files and documents. I will usually return papers to you after completing a matter. If I do not, I reserve the right to destroy them without further notice 7 years after completion of the matter or earlier with your consent. My files are held in secure storage but I accept no liability for damage, or loss to them, or for any consequential losses if they are damaged or lost.

Confidentiality and security of communications:

I will maintain confidentiality in respect of this matter as required by law. In addition I do not undertake dealings with media or other inquirers in respect of these instructions unless specifically asked to do so and I have agreed to do so.

I will communicate with you and all other persons involved in your case in such manner as I consider to be sufficiently secure for the matter being dealt with. I routinely use email in my work. If I do not consider this to be sufficiently secure I will use other means and will ask that you and your client do likewise. I do not provide confirmation copies of emails or faxes unless specifically requested.

I use computer, premises, and telecommunication systems on a secure basis. I accept no liability for any failure of these systems to maintain confidentiality or security.

Limitations on my liability:

My liability to my client and any other person claiming in respect of these instructions is limited to such liability as arises under New Zealand law. Except as required by that law I shall not be liable to any person for any act or omission on the part of me or my staff.

Unless otherwise agreed, it is an express term of my engagement that the amount of any liability which may fall on me in law under these instructions shall not exceed \$NZD500,000 inclusive of any interests, costs, GST or other taxes, or other separately claimable charges.



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