

## CLIENT CARE CHARTER / TERMS OF ENGAGEMENT

### Our commitment to you

We are committed to doing our best to ensure that your legal needs are met. We will:

1. Protect and promote your interests and act for you free from compromising influences or loyalties.
2. Discuss with you your objectives and how they should best be achieved.
3. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
5. Protect your privacy and ensure appropriate confidentiality.
6. Treat you fairly, respectfully and without discrimination.
7. Give you clear information and advice.
8. Keep you informed about the work being done and advise you when it is completed.
9. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
10. 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 contact us on 03 365 4324 or the Law Society on 0800 261 801 or [lawsociety.org.nz](http://lawsociety.org.nz).

### People responsible for and undertaking your work

Sarah Roberts and Ed Loughnan are the partners with overall responsibility for all work. Sarah Roberts and Ed Loughnan in conjunction with Rosemary Burney and Diane MacDonald will be undertaking the work.

Our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, importance, urgency and results achieved. We will immediately contact you to advise whether there are matters required out of the ordinary and discuss with you prior to undertaking the work. Ed and Sarah's hourly rate is \$320.00 plus GST. Rosemary and Diane's hourly rate is \$220.00 plus GST. Time is charged in six minute intervals. These rates may change from time to time. We also charge for disbursements (court fees, registrations, duties/levies etc) and travel expenses incurred on your behalf.

These will be itemised separately, and we will notify you if any fees or disbursements need to be paid for in advance.

### Billing arrangements

To help you budget we issue interim accounts, usually monthly, while work is in progress, with a final bill on completion. Payment is due within 14 days of the date of the invoice and if more than 7 days overdue then we may charge interest at 12%pa from the due date. If the account is not paid within 30 days of the due date then we may also recover from you the costs of collection. We may deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice.

### Professional indemnity insurance & fidelity fund

We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies.

### Trust Account

We maintain a trust account for all funds received from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 7.5% of the interest derived.

### Complaints

If you have any concerns or complaints that you prefer not to raise with the partners named above then please contact Peter Garrett, our practice manager personally. We are committed to resolving any issues as soon as possible.

You can also contact the NZ Law Society's Lawyers' Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Telephone 04 472 7837 or 0800 261 801, Facsimile 04 473 7909.

### Completion

When a matter is completed, we will advise you accordingly and provide a brief summary of the work undertaken if we have not already done so. Where appropriate we will also identify any necessary future action that may be required.

### Conclusion

We value your instructions in this matter and look forward to their successful completion. We look forward to an ongoing relationship with you, so please retain this letter as the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.