



Client Care Charter - my commitment to you

I am committed to doing my best to ensure that your legal needs are met in this matter. I 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 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 me on (09) 529 1500 or jennie@zeopardlaw.com, or the Law Society on 0800 261 801 or lawsociety.org.nz

The basis of my fees

When possible I prefer not to charge on a time basis as I think it promotes inefficiency and is not healthy for our relationship. So for work that is entirely in my control and for which I have complete instructions from you, I generally set my charges as a best estimate or fixed fee.

If in the circumstances it is not practical or possible to agree on a fixed fee, my fees are based on the range of factors applied by the NZ Law Society, including time, expertise, importance, urgency and results achieved. My current hourly rate is \$350 (plus GST).

I will also charge for disbursements (court fees, registrations, duties/levies etc) and travel expenses incurred on your behalf. These will be itemised separately, and I will notify you if any fees or disbursements need to be paid for in advance.

I am happy to discuss other fee arrangements that you may prefer, such as flat fees, conditional fees and retainers.

Billing arrangements

To help you budget I will issue accounts, usually monthly, while work is in progress. Current payment terms are set out on invoices from time to time, and unless otherwise stated are payment on the 20th of the month following the date of invoice.

Estimate

I anticipate that this matter should be concluded by about <date> and estimate my charges and expenses in the region of \$_____ (plus GST). I will inform you if there are any material and unexpected delays, or if it becomes apparent that my estimate is likely to be exceeded.

Professional indemnity insurance & limitation of liability fund

I do not hold indemnity insurance.

Complaints

If you have any concerns or complaints, please raise them directly. If you have any concerns

or complaints that you prefer not to raise with me, please contact Colin Lucas of Lucas & Mabin at Top Level 109 Great South Road, PO Box 74-061, Market Road, Tel (09) 520 2178. Colin will discuss your concerns with you. I am committed to resolving any issues as soon as possible.

In addition to talking to Colin Lucas, you can also contact the NZ Law Society's Lawyers' Complaints Service on 0800 261 801.

I ask that you give me an opportunity to fix whatever problem we have before you do make a complaint, because the ramifications to me of being the subject of a complaint are enormous. Once a complaint is made they are difficult to withdraw, even if you want to.

If I make a mistake working for you that amounts to negligence and you suffer a material realised loss, I may be liable to you. My liability to you is limited in any event to the amount of the fees paid by you to me for acting for you on the matter in which I make the mistake.

Completion

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

Conclusion

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

Yours sincerely,

Jennie Vickers
Principal
Zeopard Law

