**Client Care Information**

**(See Terms of Engagement for full details)**

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| Date we received your instructions: |  |
| Person from whom your instructions were received: |  |
| Person to whom we report on this matter: |  |
| Person at [firm] with the day to day responsibility for this matter: | [name and contact details] |
| Partner at [firm] who is responsible for overseeing this matter: | [name and contact details] |
| Summary of work required by you: | [Description of work required. Note if an estimate or fee is given it will be important to carefully describe the work to be done for the agreed price. If the retainer is limited ensure this is clearly explained]. |
| Work timetable: | [Here outline any agreed or estimated schedule] |
| Basis of charging (amounts are exclusive of GST): | We will charge primarily on the basis of time spent on your matter, and the following rates per hour will apply (note other people with other charge-out rates may work on your file from time to time). We may adjust the fee to take account of other circumstances.  [name of supervisor]: $  [name of person with overall carriage]: $  [name of other person(s) working on matter] $  Please note that these charges are reviewed from time to time and may change.  Or  We have agreed to undertake this work for a fixed fee of $ excluding disbursements. Please note that if the work falls outside of the summary above it will be charged on an hourly rate basis or, if requested, we will give you a further estimate of costs.  Or  [outline other basis of charging] |
| [Basis of charging legally aided clients] | Legal aid is governed by the Legal Services Act 2011 and the associated regulations. Legal Aid is administered through the Ministry of Justice.  We will submit invoices in relation to your grant of aid to the Ministry of Justice/Legal Services Commissioner and provide you with copies. The Ministry of Justice/Legal Services Commissioner will write to you about any conditions or repayment obligations that you may have in relation to the grant of legal aid and your rights as an applicant or recipient of legal aid. You should be aware that legal aid is not always free and in some cases must be repaid. You should read these letters carefully and keep them for later reference.  You must let the Ministry of Justice/Legal Services Commissioner know if there is any change in your and/or your partner’s contact details, employment status, family circumstances or financial details. |
| [Estimate - Optional] | We estimate that we will invoice [$ ] excluding GST and disbursements for the work that you have asked us to complete. This is not a quote. However, if it becomes clear that this estimate is not adequate we will contact you to discuss this.  [*Note: If you are entering into a conditional fee arrangement consider rules 9.8-9.10 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 and ss333-335 of the Lawyers and Conveyancers Act 2006*] |
| [Deduction of fees] | If we hold funds on your behalf you authorise us to deduct our fees from those funds (unless they have been provided for a particular purpose) and send you an invoice as required by the Lawyers and Conveyancers Act (Trust Account) Regulations 2008. |
| Insurance | We hold professional indemnity insurance which exceeds the minimum standards set by the Law Society.  Or  We hold professional indemnity insurance which meets the minimum standards set by the Law Society.  Or  Our professional indemnity insurance is limited to [here outline limits if less than Law Society requirements].  Or  We do not hold professional indemnity insurance.  Or  We do not hold (and are not obliged to hold) professional indemnity insurance which meets the Law Society standards. |
| Lawyers’ Fidelity Fund coverage | The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against loss arising from theft by lawyers. The maximum amount to an individual claimant is limited to $100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client. |
| [Limitation of liability - Optional] | We limit our liability [brief description]. Full details are in our terms of engagement. |
| Keeping your records | We will retain or dispose of your records in accordance with our terms of engagement. We will provide copies to you in accordance with our obligations under the Privacy Act 1993 on request. We may charge for the cost of providing records to you. |
| Compliance obligations | We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):   * Anti-money laundering and countering financing of terrorism laws; and * Laws relating to tax and client reporting and withholdings.   We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed. |
| Law Society’s client care and service information | The Law Society’s client care and service information is set out below.  Whatever legal services your lawyer 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 in which 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](http://www.lawsociety.org.nz/home/for_lawyers/regulatory/rules). Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.  If you have any questions, please visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz/) or call 0800 261 801. |
| Lawyers Complaints Service | If you have a complaint about the services you have received from our firm please contact [insert name of person in charge of your firm’s internal complaints service].  If we have been unable to resolve a complaint or concern you may contact:  The Lawyers Complaints Service  Phone: 0800 261 801  Website: [www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form](https://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form)  Email: [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz) |