



## **Terms of Trade | Charges | Client Satisfaction**

### **Terms of Trade**

These are our standard terms of trade. They will be varied from time to time. Those which apply at any time are those which are posted on our website. In some individual cases we will be prepared to accept variations negotiated in advance.

We require payment of all invoices within seven days of receipt.

We reserve the right to charge interest on overdue accounts at 12% per annum.

We reserve the right to require payment in advance or retainers in advance.

We will cease work on any file where payment is overdue and no arrangements to cover ongoing work have been made. The liability for any loss which follows from cessation of work where fees have not been paid must lie with the client.

We charge for all disbursements as well as our own fees.  
Disbursements are fees or costs which we pay to third parties.

All of our fees and disbursements are required to carry GST and GST will be payable in addition.

We reserve the right to deduct fees and disbursements from monies held in Trust.

We reserve the right to charge fees or commission for the handling of client monies but on the basis that all commissions and fees will be disclosed to clients and will be in accordance with ordinary legal profession practices.

We will not act for a client where we consider that what we are being asked to do is illegal, immoral or a breach of professional ethics.

We will disclose any actual or potential conflict of interests of which we are aware and we will only continue to act if we have the informed consent of all parties.

## Our charges

We charge fees which are fair and reasonable.

We record the time which we take in dealing with clients business. Usually we charge according to the time taken. While charges for time spent is our usual practice it is not always applied. The end position is what is fair and reasonable to our clients and ourselves in the particular circumstances. Sometimes this will be less than time spent and sometimes it will be more than time spent.

New Zealand Law Society rules provide that the following factors are to be taken into account when charges are being set:

- The time and labour expended
- The skill, specialised knowledge, and responsibility required to perform the services properly
- The importance of the matter to the client and the results achieved
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client
- The degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved
- The complexity of the matter and the difficulty or novelty of the questions involved
- The experience, reputation, and ability of the lawyer
- The possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients
- Whether the fee is fixed or conditional (whether in litigation or otherwise)
- Any quote or estimate of fees given by the lawyer
- Any fee agreement (including a conditional fee agreement) entered into between the lawyer and client
- The reasonable costs of running a practice
- The fee customarily charged in the market and locality for similar legal services

Within our practice different charging rates apply according to the qualifications, experience and responsibilities of the person undertaking the work. Some of those who work within our practice do not charge for their time which is provided generally for the purposes of the practice and therefore their costs are recovered in an overall way in the charge out rates of others within the practice who charge for their time.

We are able to give estimates and sometimes quotes. However in many instances it is impossible for the cost of the work to be determined as, at the start when instructions are first given, it is impossible to know the extent of the work that will be required, its difficulty and the time likely to be taken.

We welcome discussion about fees at the commencement of our instructions.

We welcome ongoing discussions about fees as work progresses. We are always willing to discontinue acting if the impact of fees is not likely to be justified having regard to outcomes.

We always look to give value to our clients and look to achieving a situation where clients are happy that they have received value for money. Sometimes however the nature of legal practice means that an outcome which had been hoped for is not able to be achieved. In contentious matters we are only rarely able to give assurances as to certainty of outcome.

If any client is dissatisfied with the fees we have charged then we encourage discussion about that.

## **Client satisfaction**

This practice has been continuously providing legal services since 1865. It has a fundamental ethic of looking to ensure client satisfaction.

Sometimes things do not go according to expectations and sometimes clients can become dissatisfied with an outcome or can become dissatisfied with what they consider to be unsatisfactory service.

Every worthwhile business has to have procedures for dealing with occasional client dissatisfaction.

In our practice we encourage the following steps:

- The voicing to us of any issues of dissatisfaction or concern. We cannot deal with things that we do not know about.
- If, the matter having been raised, a client continues to be unhappy or dissatisfied we then encourage the writing of a simple note to:

The Practice Manager  
Hardy-Jones Clark  
PO Box 646  
Blenheim  
email: jim@hjc .co. nz (without spaces)

If any issues cannot then be resolved we are able to arrange for external resolution where that is appropriate.

With all of our clients we hope that no issues of dissatisfaction will ever arise but we wish to give the assurance that if they do they will be properly and professionally dealt with.