
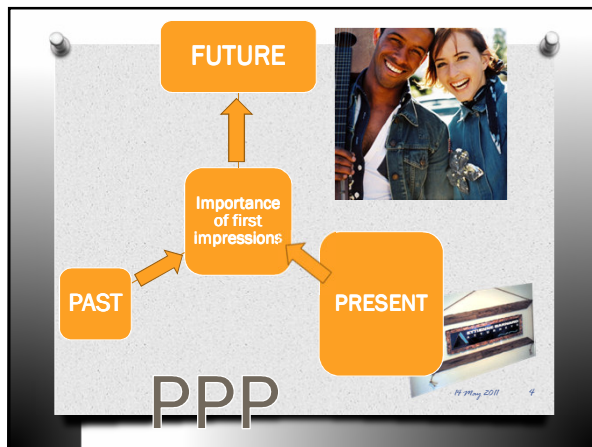
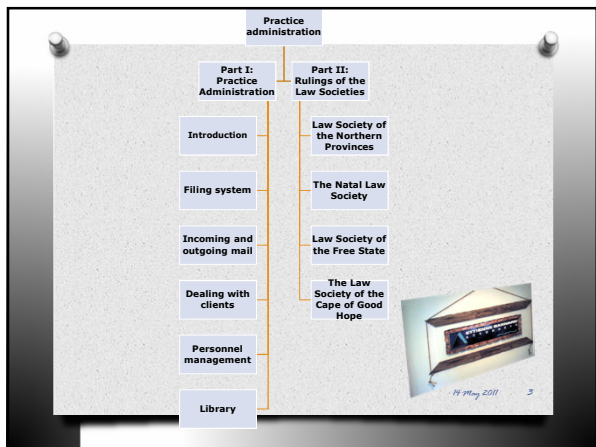


# PRACTICE ADMINISTRATION

The Engine Room of Efficient Legal Practice



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## TELEPHONE ETIQUETTE



- o FIRST CALL = FIRST IMPRESSION

**I** o PROFESSIONAL

**N** o RECEPTIONIST/SWITCHBOARD OPERATOR = NB

**C** o APPOINT

**O** o INTELLIGENT

**M** o WELL SPOKEN

**I** o COURTEOUS


**N** o CLIENT WINNING & RETAINING

**G** PERSON




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## TELEPHONE ETIQUETTE (2)




- o TRAIN TELEPHONE OPERATOR WELL
- o PROFESSIONAL
- o KNOW
  - o YOUR FIRM
  - o THE ATTORNEYS
  - o EXTENTION NUMBERS
- o TAKE DETAILED MESSAGES
- o RETURN CALLS PROMPTLY
- o USE STANDARD MESSAGE SHEETS
- o VOICEMAIL OR NOT?



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**PHONE MESSAGE**

TO :	DATE :	TIME :
FROM :	Area Code - Tel. No.	
M: .....		
OF :		
MESSAGE		
Phoned <input type="checkbox"/> Came to see you <input type="checkbox"/> Returned call <input type="checkbox"/>		
Please phone back <input type="checkbox"/> Requests appointment <input type="checkbox"/>		
Will phone again <input type="checkbox"/>		




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## TELEPHONE ETIQUETTE (4)


**O U T G O I N G**

- 2 OPTIONS
- SECRETARY CALLS & PUTS THROUGH
- YOU CALL AND ARE ON THE LINE
- HAVE TELEPHONE DIRECTORY & CONTACTS LIST REGULARLY UPDATED



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**“You never get a second chance to make a first impression”**



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## RECEPTION AREA

- INVITING ATMOSPHERE
- NEAT
- PROFESSIONAL

No smoking  
No drinking  
No eating



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## RECEPTION AREA Furniture Choice

- FIT THE ROOM
  - LARGE ROOM-MORE BULKY
  - SMALL ROOM-SMALL FURNITURE
- COMFORTABLE
- PRIVATE FROM THE STREET
- COFFEE FRAGRANCE?
- DIFFERENT RECEPTION AREAS
  - Corporate
  - Criminal
  - Conveyancing Clients
- EFFECTS (Water Feature/Natural Light)



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## Dress Convincingly

- What is the appropriate dress?
  - Are clients convinced that you are able to handle their problems?
  - are professional?
  - Denim & jacket v White shirt & dark suit?
  - Traditional dress?
  - Uniforms?
  - Dress the attorney/ca/receptionist/bookkeeper/secretary



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## Introduce staff...

- o To clients as a team
  - o competent,
  - o valuable
  - o providing the service
- o Point out who will do what?
- o That enquiries may be done by anyone.
- o That you are responsible
- o & will be involved at all times



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## Exhibit work satisfaction

- o Don't moan
- o Cry up & not to the client






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## Manage Client Expectations


- o Don't over promise & under deliver.
- o Under promise & over deliver!
- o Don't oversimplify
  - o Be honest & do not surprize them with exorbitant bills or delays
  - o Discuss
    - o fee structure & cost concepts
      - o Party & Party
      - o Attorney & Client
    - o When Payment is required
    - o How long matter might take



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## Formal Mandate/ Engagement Letter


- o be co-signed by client as Acknowledgem.of mandate
- o Must now also comply with the CPA
  - o Preamble:...protects ...interests of all consumers...
  - o Attorney is a service provider [S1]
  - o S3(1)(a)...fair consumer market
  - o Use plain language [S22] & [49(3)]



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## Formal Mandate/ Engagement Letter (2)


- o Must now also comply with the CPA
  - o Unconcionable Conduct [S40]
    - o "unfair tactics"
    - o "Knowingly take advantage of ...illiteracy"
  - o COMPARE "OVERREACHING"
  - o May not offer...& supply ...services at an
    - o unfair,
    - o unreasonable or
    - o unjust price. [S48(1)(a)]
    - o new form of price control ?



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## Formal Mandate/ Engagement Letter (3)

- o Must now also comply with the CPA:
  - o supplier may not require consumer to "waive any rights"
    - o unfairly,
    - o unreasonably or
    - o unjustly [S48(c)(1)]
  - o Waiver must be drawn to consumer attention [S49(1)]
  - o in plain language [S49(3)]




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## Formal Mandate/ Engagement Letter (4)

- o Cannot contract out of CPA [S51(1)]
- o Powers of court [S52]
  - o Restoration,
  - o compensation,
- o declare void the clause/whole agreement (depending on severability),
- o make a just and reasonable order.

o If Incidental Credit Agreement, it must comply with NCA (s22,129 & 130 etc.)



**INSTRUCTION**

**PARTIES:**

Article I: I, the undersigned, Etienne Barnard Labachongue Inc. Reg. No. 100001020021 (the **Etienne Barnard Attorney**), to do everything or have everything that is needed done to complete the above instruction and any other future instructions.

Article II: I will pay their full account for services and expenses within 5 days of the account.

Article III: I accept that they may request a certificate (issued by their Office Manager or any attorney or notary public) in respect of the time spent and expenses incurred, as corrected and revised that I will do with such certificate, and will not dispute the same until such time as a written dispute is received.

Article IV: I will pay 1% interest per month on any amount still due unless the account is settled within 5 days from being issued.

Article V: If steps are taken to collect payment of the account, I will be liable for the costs and expenses on an attorney and client scale. I understand that attorney and client costs include charge and expenses which ordinarily the client should expect from an attorney in litigation. I understand I remain liable for the personal account and if the services were rendered to it, I should not promptly pay my personal account.

Article VI: I choose the following address as service address where all documents or pleadings may be delivered:

Article VII: If I or any of my legal entities, obtains the account we will first settle the account. I am however aware of a client's right to have the account paid.

Article X: I accept that Etienne Barnard Attorney will render services to \_\_\_\_\_ per quarter hour.

Article XI: In addition, I will retain them for all expenses incurred.

Article XII: I accept that if they charge at a different rate, it is not an indication that the agreed rate no longer applies.

Article XIII: When the account is not settled, or when this mandate, understanding and instruction is in any way not complied with by me or my legal entities, Etienne Barnard Attorney may immediately cancel all further services offered (except the costs). I am aware that this could produce my removal and I indemnify Etienne Barnard Labachongue Inc. Reg. No. 100001020021 (the **Etienne Barnard Attorney**) against any liability in this regard.


Article XIV: I accept that it is my duty to enquire from them as to progress at least once a month, unless the matter is urgent. I accept I remain liable for the amount they may require.

Article XV: If any of my details, as set out in the Client Information sheet dated \_\_\_\_\_, should change, I will immediately notify Etienne Barnard Attorney. I accept that I may suffer damages if I do not notify them of such change and indemnify them against any claims in this regard.




Article XVI: I will not rely on extensive prescription to defend any claim for payment of their account and agree that they may start full proceedings at any period of any time.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ 20

**ETTIEBNE BARNARD**



## Mandate Form






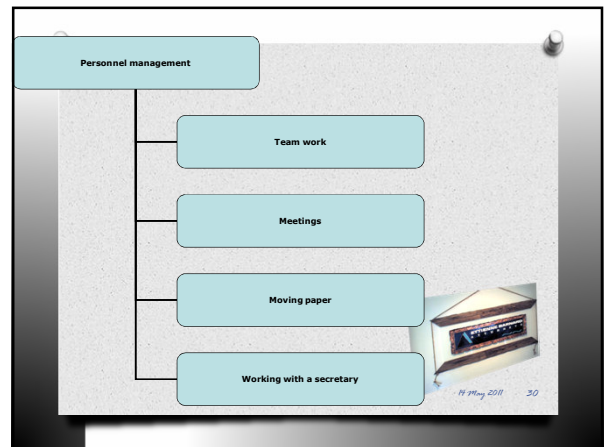
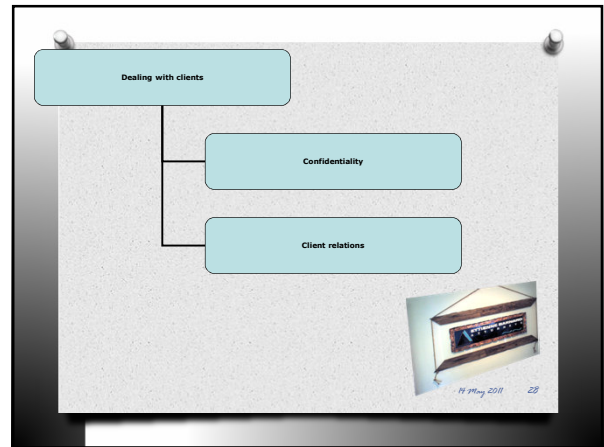
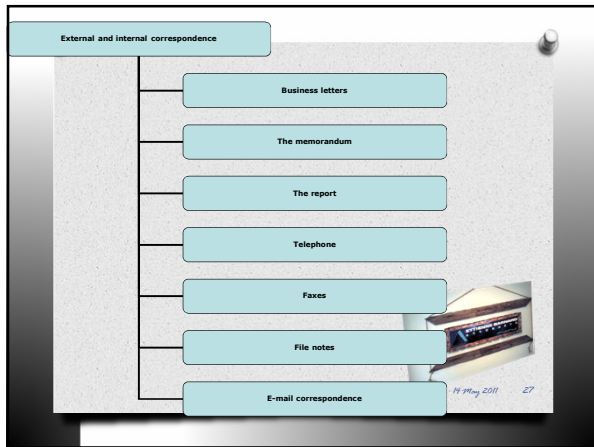
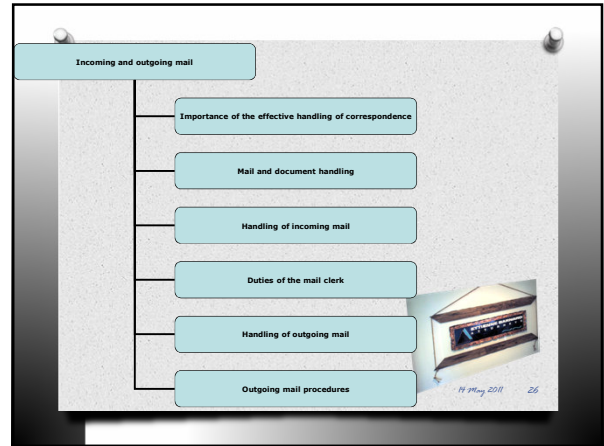
## Filing System

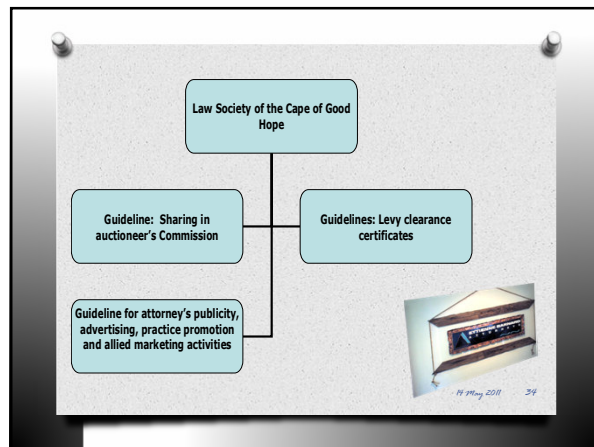
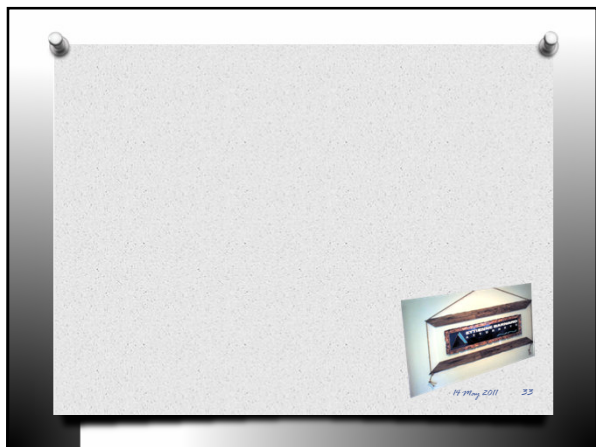
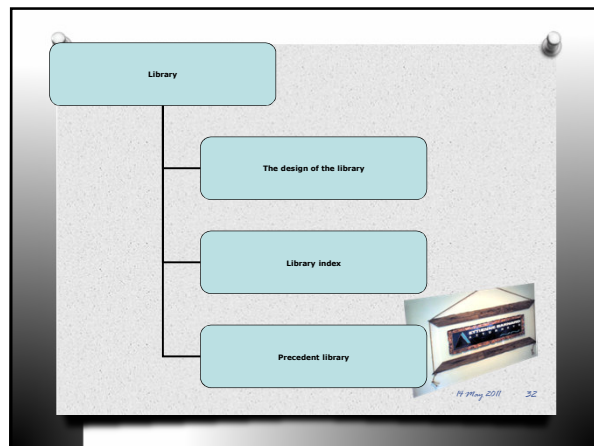
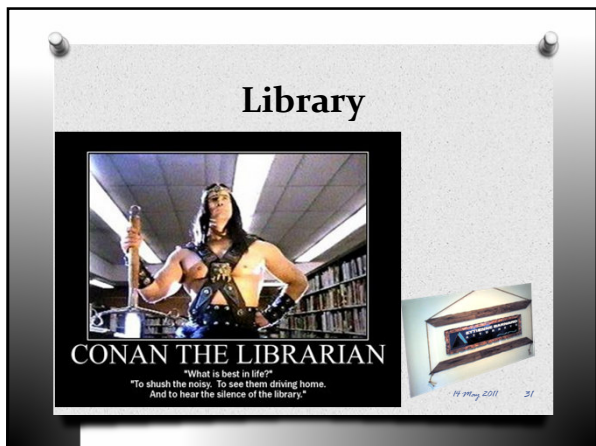




### Filing system

- Benefits of filing
- Requirements of an effective filing system
- Current files
- Classifications and filing material
- Opening files
- Reminder system
- Closed files







- 
- ### CLS GUIDELINES
- o Administrations
  - o Judges
  - o Lien
  - o Contractual obligs.
  - o Contingency Fees
  - o Mortgage Originators
  - o Criminal Law
  - o Trust Monies
  - o FICA
  - o Marketing & Entert.
  - o Publicity etc.
  - o Non-Litigious Fees
  - o PIC
  - o Principals of CAs
  - o Property law
  - o s78(2A) investments
  - o Auctioneers
  - o Undertakings

## Module 5 2011