

# LETTER OF ENGAGEMENT

Thank you for approaching me in this matter. I will be pleased to act for you. I enclose some material which sets out:

- 1. Information for clients which lawyers are required by the New Zealand Law Society to provide; and
- 2. My standard Terms of Trade.

## **SERVICES TO BE PROVIDED**

The following is a summary of the legal services I expect to be providing to you:

Ongoing legal services as agreed by us from time to time.

If an estimate is given, this is based on the above service being provided and to the transaction proceeding in a straight-forward manner. If additional services are required, then I will charge in addition to the estimated fee as set out in the annexed Terms of Trade.

## **SERVICES NOT PROVIDED**

The scope of services to be provided specifically excludes: Advice in relation to the quality of any investment, financial advice, accounting and taxation advice, LIM/Council records, building reports, valuations and other specialists.

We are general practitioners whose scope of work includes the services to be provided outlined above. However, on occasion the work you may need or require may fall outside our scope of general practice in which case we may recommend you seek advice from a specialist or Barrister directly. We also reserve the right to refer all of or aspects of your matter to a Barrister (including but not limited to Glenn Mason, Palmerston North) and his/her fees will either be charged to you as a disbursement or included in our own fee.

#### **RESPONSIBILITY FOR SERVICES**

The names and status of the people in my firm who will have the general carriage of or overall responsibility for the services I provide for you are:

Alison Margaret Green, Director, LLB Celina Turner, Registered Legal Executive, ANZILE Mary Spillane, Associate Solicitor, LLB

In addition, support staff may also work on this file.

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#### LIMITATIONS ON MY OBLIGATIONS OR LIABILITY

My liability in this matter is strictly limited to the services to be provided specifically itemised above and shall not exceed the amount for which I am insured under my policy of Professional Indemnity Insurance in relation to the loss suffered.

My Trust Account is held with ASB Bank Limited. I refer you to clauses 8.1 and 8.2 annexed Terms of Trade. You authorise me <u>not</u> to put your funds in our trust account on interest bearing deposit, except at our discretion. You also agree that if the funds are placed on interest bearing deposit I am not responsible for obtaining the best interest rate available or for any loss you may suffer as a result of any delay placing funds on interest bearing deposit. You also agree that I cannot accept liability for losses to client funds held in my Trust Account caused by Bank failure of any kind.

If the information in this letter and the accompanying material is acceptable, please sign the attached copy of this letter where indicated and return it to us. You will be bound by these terms if after receipt of this letter, you orally advise me of your acceptance or if you instruct me to proceed to act for you.

Alison Green
Director
Terrace End Law Centre Limited