



## 01 Billing (Invoicing) Arrangements

Our usual policy is to issue a tax invoice as stages of work are completed, but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable seven (7) days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

## 02 Rights of Negotiation and Time of Expiry Of Offer

You are entitled to negotiate this offer, the terms of this offer, including how you/when you are invoiced. This offer shall automatically expire after 7 (seven) days from the time the offer is made, unless extended in writing by us.

## 03 Acceptance of Offer If Instructions Not Withdrawn

You may accept this offer by your conduct which includes the below.

This conduct may be by payment of an amount to us or payment of an amount into our trust account.

This conduct includes any instructions to us following any communication to or from us, including general correspondence on your matter, then, we will take it that you have accepted our terms and conditions and accepted our offer to provide legal services to you.

You will then be liable for any legal costs that you have incurred in accordance with these terms and conditions and these "Terms of Business" and subsequently agree not to dispute the existence of the agreement as a binding contract to provide legal services to you.

## 04 Acceptance of Offer by Other Means

Where we have been sent emails or documents, or any correspondence to review, it is agreed that you have instructed us to so act unless otherwise expressly stated in that correspondence or emails to us that we are to not act for you.

You may also sign, execute or acknowledge this offer; and return it to the law practice by hand, post, electronically, electronic signature by SMS, or other method which shows consent or approval; you may also reply electronically to us stating any words to the effect of that you agree to the terms as set out, received by you or sent to you.

## 05 Estimate of Professional Fees, Disbursements and Internal Expenses

Based on our present documents, instructions and our understanding of the matter, we have given you an estimate for the cost of the work. Our estimate is based on several factors such as what has been explained to us by you, the complexity of the matter and the level of expertise that we are required to use including the seniority of the lawyers, to attend to your matter. Please note this is an estimate and not a fixed fee unless expressly agreed in writing by us.

## 06 Our Professional Fees

Our professional fees that will apply to your matter on a time cost basis are below. These are the rates that will apply to your matter unless varied by us in writing.

The rate will depend on the type of matter. If there is any dispute or uncertainty as to the type of matter, then Rate B shall apply.

Professional Fees (Excl GST)	Rate A - Standard inc Family	Rate B - All Commercial	Rate C - Complex or Litigation
Principal	\$650.00	\$700.00	\$750.00
General Counsel or External	\$500.00	\$550.00	\$600.00
Senior Lawyer/Associate	\$400.00	\$450.00	\$500.00
Lawyer - Solicitor	\$350.00	\$400.00	\$450.00
Head of Operations	\$200.00	\$250.00	\$300.00
Legal Assist - Finance CFO	\$150.00	\$175.00	\$200.00
Legal Consultant Snr	\$150.00	\$175.00	\$200.00
Legal Consultant Jnr	\$100.00	\$125.00	\$150.00
Paralegal Snr	\$90.00	\$100.00	\$110.00
Paralegal Jnr	\$70.00	\$80.00	\$90.00
Legal Admin Assistant	\$60.00	\$70.00	\$80.00



## 07 Disbursements

These costs may vary with the specific matter but unless otherwise varied in writing, will include, but not be limited to, the following:

Example	Description	Example	Description
Valuations	Cost plus our professional time	Travel & Tolls	Cost plus time cost
Expert Reports	Cost plus our professional time	Parking	Cost plus our professional time
Photocopying/Scan	70 cents a page	Barrister	Invoice Amount
Courier and post	Cost plus our professional time	External Lawyer's/Counsel	Invoice Amount
Court fees	Cost plus our professional time	VOI (ID checks)	\$20.00
Subpoena costs	Cost plus our professional time	Accommodation	Invoice Amount

## 08 Some Variables That May Impact the Estimate for Professional Fees & Costs & Revised Fee Estimates

Some of the variables which may affect and change the costs estimate include:

- i. The number and duration of telephone calls or other written and email communications from you or the other party or the opposing counsel;
- ii. The lack of co-operation or lack of consent from the other side;
- iii. Your prompt and efficient response to requests for information or instructions;
- iv. Whether your instructions are varied; and your understanding and acceptance of our advice;
- v. Whether documents must be revised in light of varied instructions;
- vi. The lawyer or other persons with whom we deal, and the level of co-operation of the lawyer's client and other persons involved;
- vii. The ability to find junior and senior counsel (barristers) to represent you or an opinion from counsel that the matter should not proceed because of any real chance of success;
- viii. Changes in the law; and
- ix. The complexity or uncertainty concerning legal issues affecting your matter.

Please note carefully again that this is only an estimate and not a fixed quote. The total costs may exceed the estimate.

While the estimate is based on present information and instructions and our current understanding from you as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which affect these matters. In this event, we will provide you with a revised estimate. If there is a reasonable increase in the estimate; or where there is a significant change in your matter. This advice on any changed legal costs may be in writing, by email, or by text, facsimile or other written method.

## 09 Interest Charges & Credit/Debit Card Fees

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("Uniform General Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you unless our tax invoices specify some other amount for interest. We will charge up to a 2.5% fee in addition to the payment amount for any payments made by credit or debit cards. This fee represents the fees and costs charged to us by the merchants or third parties in processing your payment(s).

## 10 Action For Recovery For Costs

The Legal Profession Uniform Law (NSW) ("the Uniform Law") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been rendered.

## 11 Your Rights

It is your right to:

- a. Negotiate a costs agreement with us;
- b. Negotiate the method of billing (e.g. task based, or time based);
- c. Request and receive an itemized bill within 30 days after a lump sum bill or partially itemized bill is payable;
- d. Seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;



- e. Be notified as soon as is reasonably practicable of any significant change to any matter affecting costs;
- f. Accept or reject any offer we make for an interstate costs law to apply to your matter; and
- g. Notify us that you require an interstate costs law to apply to your matter.
- h. If you request an itemized bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:
  - i. When the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemized bill may be higher than the amount specified in the lump sum bill, and
  - ii. The costs are determined to be payable after a costs assessment or after a binding determination under Section 292 of the Uniform Law.
  - iii. Nothing in these terms affects your rights under the Australian Consumer Law.

## 12 Your Rights In Relation To A Dispute Concerning Costs

- a. If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress: in the first instance, we encourage you to discuss your concerns with us so that any issue can be identified, and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- b. You may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.

## 13 Credit Security & Recovery

When acting for you (clients), we do one or more of the following:

- a. Approve credit;
- b. Ask you to pay monies into our trust account;
- c. Ask you for your credit card details.

Unless otherwise agreed with you in writing, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for an amount for which credit is approved. Where we undertake work you irrevocably authorize us to take security right for a debt over all property including a caveatable charge, PPSR, or similar against any outstanding payments due or expected to be incurred for professional fees and disbursements including expected counsel fees. Any caveat or security or recovery costs shall be a debt recoverable against you and you irrevocably agree that we have the right to lodge the same and will not contest the imposition of any such security right for a debt or caveats by us. You also authorize us to report any payment defaults to any credit reference agency and process any credit cards for any amounts due. Such a charge shall be an equitable charge and/or legal charge (as the case may be in our sole discretion) against all property owned or controlled by you.

Where we extend credit to you in unpaid invoices or unbilled professional fees or disbursements for which we are liable, this shall be deemed to be a loan or advance to you, secured as a mortgage and as a fixed and floating charge against all of your property and assets. We may, at our discretion, choose to register this mortgage or security interests. The control or disposal of any security interests to satisfy any outstanding amounts to us includes in addition to the principal sum owing any amounts incurred by us for legal fees or costs (whether internally incurred or paid to 3rd parties) for exercising our security interest and recovery of any outstanding amounts.

## 14 Funds Paid Or Held In Trust

If we receive an amount of money into our trust account from you, or someone you nominate, or someone else that deposits an amount in trust on your behalf, this amount of money received into our trust account shall be for the purposes of our professional fees, costs and disbursements.

Where this amount is received from a party other than yourself, it is an express term of such deposits that we may receive that we will account only to you (the client on our records) and not to the party that deposited the amount(s).

Where there is a dispute, between a third party that deposited the amounts on your behalf as to the refund of or payment of any trust funds, these monies shall be retained in our trust account until you have provided us with adequate and express instructions to pay any refund such amounts to the third-party. We will determine in our absolute discretion what instructions are adequate in the circumstances.

You authorise us to disclose such details of any balances or deposits to any third parties in the circumstances where there is a dispute between you and any third party, and indemnify us from any consequences, whether financial or otherwise, that may result from any potential breach of privacy, confidentiality, legal professional privilege and/or trust obligations.

Where we make any payments on your behalf from your trust balances these will be made as your agent for GST purposes. If we are liable for any GST you agree to indemnify us for the same.

We may, in our discretion, refund any amounts held in trust on your behalf by sending to you by post, a cheque for that amount to your last known address we have in our file. From the date of sending this cheque by post, we will have completed and extinguished any obligations that we may have to you in relation to any amounts held in trust by us for you whether or not you subsequently cash that cheque or deal with that cheque.

Where we have funds in trust for you for in a particular matter, we may, in our discretion, or on your approval, transfer this amount to any other matter that we may have for you, for the purposes of payment of any professional fees, costs or outstanding invoices or disbursements.

You authorize us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of Rule 42 of the Uniform General Rules. As our invoices are legally due and payable within seven (7) days of their issue, you expressly authorize us to withdraw monies from trust to pay invoices, unless you lodge an objection or dispute the amount payable to us prior to that time or within seven (7) business days, whichever is the sooner. A trust statement will be forwarded to you upon completion of the matter.

## 15 Retention of Your Documents & Information

On acceptance or completion of your work or following termination (by either party) of our services, we may retain your documents for 7 years. Your agreement to these terms constitutes your authority for us to destroy the file after those 7 years. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs. You will be liable for the cost of storing and retrieving documents in storage and our professional fees in connection with this. We may and most likely will use cloud computing services to retain these documents and information, which will also be subject to our Privacy Policy in force from time to time.

## 16 Termination By Us

We may cease to act for you or refuse to perform further work, for any valid reason, including:

- a. While any of our tax invoices remain unpaid;
- b. If you do not within 5 working days comply with any request to pay an amount in respect of disbursements or future costs; into our trust account including amount's for estimated fees, barrister fees and expert fees without limitation;
- c. If you fail to provide us with clear and timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- d. If you refuse to accept our advice and/or we lose confidence that you understand our advice;
- e. If you indicate to us or we form the view that you have lost confidence in us;
- f. If there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- g. For any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- h. If in our sole discretion, we consider it is no longer appropriate to act for you; or
- i. For just cause.

We will give you written notice of termination of our services, whenever possible. You will be required to pay our costs incurred up to the date of termination and any costs for which become known after termination.

## 17 Termination By You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination, including any cancellation fees or other fees such as hearing allocation fees or costs for which we remain responsible, even after termination.

## 18 Lien & Charge Over Property

In addition to any other rights that we may have, any lien or charge to which we are otherwise entitled at law over funds, papers and other property of yours:

- a. We shall be entitled to retain by way of lien any funds, property or papers of yours (even if in an electronic format), which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid;
- b. Our lien will continue notwithstanding that we cease to act for you;
- c. You expressly consent to us lodging a caveat or similar charge, to protect our rights in terms of any amounts due to us. You consent to a charge, against any real property or any other charge against any property where you have a contingent or vested interest; and
- d. You expressly agree to reimburse our legal fees, including interest, and other costs of collecting any overdue invoices or amounts due to us in any legal or recovery action for any unpaid amounts.

## 19 Personal Details - Privacy Policy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties.

We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts.

Your personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

If you do not provide us with the full name and address or other identification or source of funds information required by law, we may not act for you.

If you do not provide us with the other any personal information that we request our advice may be wrong for you or and should not be relied upon.

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information to, include, the courts; the other party or parties to litigation, experts and barristers; the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General and third parties involved in the completion or processing of a transaction.

We manage and protect your personal information in accordance with our updated Privacy Policy, which can be found on our firm website or a copy of which we shall provide at your request. For more information, please contact us in writing.

## 20 Express Consent To Send Material Electronically & Record Conversations

We are able to record and will store (including in the "cloud" based file systems ), send and receive documents electronically, and record conversations made with us if made through our digital platforms; and you provide us with your express consent to so do including the recording, whether or not this consent is specifically indicated by us to you or notice is provided by us to you, at the start of the recording or telephone meetings, or not.

However, you note, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit and confirm that, you release us from any claim you may have as a result of any unauthorized copying, recording, reading or interference with that document, for any delay or non- delivery of any document use or mis use, and for any damage caused to your system or any files.

## 21 GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms, you agree to pay us an amount equivalent to the GST imposed on these charges.

## 22 Governing Law

The law of New South Wales governs these terms and the legal costs in relation to any legal matter or instructions.

## 23 Seeking Independent Legal Advice & Your Clear Understanding

You are advised to seek independent legal advice prior to agreeing to these terms, including those documents given to you under Division 3 of Part 4.3 of the Uniform Law and you may negotiate these terms with us within the time frame stipulated above. You are also strongly encouraged to discuss and clarify any aspect of these terms which is unclear to you with us. If you don't raise any queries you are confirming to us that you have no concerns on this aspect.

## 24 Updates To Our Terms & Conditions

You agree that these terms and conditions may be varied or amended by us at any time and we will advise you of any such changes before any such changes are implemented. Any changes shall be so notified to you in writing by email or similar method and shall be effective immediately or from the date stipulated. For the avoidance of doubt, the remaining terms that have not been altered or amended in the prior documents shall continue to apply.



## **25** Copyright & Intellectual Property

All intellectual property and moral rights, or any such like rights are retained by us in any work, produced by us or licensed by us or otherwise; and shall not be used without our prior express permission in writing nor relied upon by any other party than the party concerned and for the limited purpose that such work was produced to that party or provided to that party. You authorize to us without limitation to use any of your details for any marketing purposes or publicity as we see fit however we will NOT disclose any information that we consider sensitive, or clearly subject to privilege.

## **26** Our Right To Retain Counsel &/Or Other

You are retaining this law firm, not any particular solicitor/lawyer, and the legal services to be provided to you will not necessarily be performed by any particular attorney, solicitor or lawyer. You understand that our law firm includes more than one attorney/lawyer/solicitor, and that one or more attorneys/lawyers/solicitors may be utilized in the proceedings or advice

You further understand and agree that support personnel from our firm, may also do work in connection with your matter.

It is also important to note that, notwithstanding the terms of this document, we retain the right to seek and or retain additional legal advice, experts, legal consultation and counsel, should it be determined in the client's best interest for us to do so, or because of our workload, or if it is required by in terms of competence, country regulation or expertise, as determined in our sole discretion.

## **27** Binding Upon Parties, Heirs, Executors Administrators & Assigns.

These terms and conditions shall be binding on parties being heirs, executors, assigns, administrators, liquidators, receivers or any assigns in law or equity including any transfers made or Orders made with consent or otherwise under the Family Law Act 1975, as amended.

## **28** Social Media & Public Reviews or Comments

We confirm to you that before you should make any public posts, about or involving us, or your legal matter, you should discuss the same with us.

If any posts are made without our prior approval in writing, we reserve the right to reply to any post, on social media about your matter or your comments. If you make any adverse comments we reserve our rights under any defamation laws or other laws to have these comments removed at our discretion. You irrevocably authorize us expressly to do so on your behalf and to contact any hosting or other sites to undertake the same. We will in our discretion, pursue any other legal remedies for any false or defamatory publication or dissemination. In our posting of any responses, you irrevocably authorize us to disclose any information about your matter in any response to any social media or public comments.