



TERMS OF BUSINESS

SYDNEY MELBOURNE BRISBANE

Version 16 [2026.09.01]

Australian legal practice | www.goldman-lawyers.com

Head Office: Level 13, St James House, 111 Elizabeth Street, Sydney NSW 2000

Liability limited by a scheme approved under Professional Standards Legislation (Australia)

Table of Contents

1.	Billing (Invoicing) Arrangements.....	1
2.	Rights of Negotiation	2
3.	Acceptance of Offer If Instructions Not Withdrawn.....	3
4.	Acceptance of Offer by Other Means	4
5.	Our Estimate of Professional Fees.....	5
6.	Our Professional Fees and Hourly Rates	6
7.	Disbursements	7
8.	Some Variables That Impact Our Estimate of Professional Fees	8
9.	Interest Charges & Credit/Debit Card Fees.....	9
10.	Recovery of Costs	10
11.	Your Rights.....	11
12.	Your Rights in Relation to a Dispute	12
13.	Outstanding Amounts, Security, Credit, Caveats and PPSR Generally	13
14.	Authorisation to Transfer Money from Trust Account.....	14
15.	Retention of Your Documents & Information	15
16.	Termination By Us.....	16
17.	Termination By You.....	17
18.	Lien & Charge Over Property	18
19.	Personal Details, Data Privacy & Privacy.....	19
20.	Express Consent to Send Material Electronically & Record Conversations.....	20
21.	GST	21
22.	Governing Law	22
23.	Seeking Independent Legal Advice & Your Clear Understanding.....	23
24.	Updates to Our Terms and Conditions	24
25.	Copyright and Intellectual Property	25
26.	Our Right to Retain Counsel and/or Other	26
27.	Binding Upon Parties, Heirs, Executors Administrators & Assigns	27
28.	Electronic Charges as Disbursements	28
29.	Serious Harm and Personal Data Breaches	29
30.	Jurisdictional Limits and Representations	30
31.	Compliance and Reporting.....	31
32.	Secure Portals and False or Fraudulent Payments.....	32
33.	Communication With Us.....	33
34.	Use of Artificial Intelligence	34
35.	Identity Verification, Anti Money Laundering and Counter Terrorism Financing	35

1. Billing (Invoicing) Arrangements

We Issue a tax invoice as stages of work are completed, Or on monthly basis, 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 within two

(2) working days from the date of the tax invoice. You expressly consent to us sending our tax invoices to you by our portal, or electronically at your usual email address or mobile phone number as specified by you.

2. Rights of Negotiation

You are entitled to negotiate this offer, the terms of this offer; including how, or when you are invoiced, and the fee estimate or these terms of business.

3. Acceptance of Offer If Instructions Not Withdrawn

If you have not withdrawn your instructions in writing sent to us within 24 hours of the start of any engagement, we will take it that you accept our terms of business contained herein.

4. Acceptance of Offer by Other Means

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

In addition, 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.

5. Our Estimate of Professional Fees

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 only and not a "fixed fee" unless expressly agreed in writing as a fixed fee by us.

6. Our Professional Fees and Hourly Rates

Our standard professional fees are as below, however in your engagement letter, the specific fees that will be levied will be detailed. In the absence of any such variation in any engagement letter or cost agreement, our standard fees, as amended from time to time, below will apply.

Where your matter is more complex or involves commercial or litigation work, our base fees below shall be higher.

When we are acting in a pro-bono or certain family law situations our base fees will be lower. This will be reflected in your specific retainer agreement.

Professional Fees (Excl GST)	Rate A Standard including Family	Rate B All Commercial	Rate C Complex Litigation
Principal / Legal Director	\$700.00	\$750.00	\$850.00
General Counsel or External	\$500.00	\$600.00	\$650.00
Senior Lawyer / Associate	\$450.00	\$500.00	\$550.00
External Lawyers	\$350.00	\$400.00	\$450.00
Senior Paralegal or Foreign Qualified Lawyer	\$250.00	\$300.00	\$325.00
Head of Operations	\$175.00	\$200.00	\$225.00
Administration Assistant (Finance)	\$150.00	\$175.00	\$200.00
Paralegal	\$100.00	\$125.00	\$150.00
Legal Admin Assistant	\$80.00	\$100.00	\$100.00

We charge 10 units in an hour, each unit being 6 minutes. One unit is the minimum time charged.

7. Disbursements

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

Example	Charge
Photocopying / scanning	50 cents a page
Courier and post	Time cost plus actual cost
VOI / KYC identity checks, per person	At cost, about \$100.00 plus GST
Travel, taxi, parking, Uber	Time cost or actual cost

8. Some Variables That Impact Our Estimate of Professional Fees

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

- (a) the number and duration of telephone calls or other written and email communications from you or the other party or the opposing counsel;
- (b) the lack of co-operation or lack of consent from the other side which results in our scope of works being for orders, or agreements, to be based on such consent be forthcoming from the other party;
- (c) your prompt and efficient response to requests for information or instructions;
- (d) whether your instructions are varied; and your understanding and acceptance of our advice;
- (e) whether documents must be revised in light of varied instructions;
- (f) the lawyer or other persons with whom we deal, and the level of cooperation of the lawyer's clients and other persons involved;
- (g) 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;
- (h) changes in the law; and
- (i) the complexity or uncertainty concerning legal issues affecting your matter.

Please note carefully again that where we provide 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.

9. Interest Charges & Credit/Debit Card Fees

Interest at the maximum rate prescribed in Rule 7 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. We will at our discretion 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. Recovery of 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) receive a bill from us;
- (b) negotiate a costs agreement with us;
- (c) negotiate the method of billing (e.g. task based, or time based);
- (d) request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- (e) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- (f) be notified as soon as is reasonably practicable of any significant change to any matter affecting costs;
- (g) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (h) notify us that you require an interstate costs law to apply to your matter.

If you request an itemised 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:

- (a) When the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill.
- (b) The costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.
- (c) Nothing in these terms affects your rights under the Australian Consumer Law.

12. Your Rights in Relation to a Dispute

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) 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 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.
- (c) You may make a complaint to the Office of the NSW Legal Services Commissioner. A costs dispute must ordinarily be made within 60 days after the bill or request for payment, or within 30 days after any itemised bill.

13. Outstanding Amounts, Security, Credit, Caveats and PPSR Generally

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

- (a) Approve credit;
- (b) Ask the client to pay monies into our trust account;
- (c) Ask the client for their credit card details.

You also authorise us to report any payment defaults to any credit reference agency and to process any credit card for any amount due. Such a charge is an equitable charge, a legal charge, or both as the case may be, against all property owned or controlled by you. You acknowledge that this clause creates a charge over your property and that a caveat or a registration on the Personal Property Securities Register may be lodged against it. You acknowledge that we do not advise you on that charge or its consequences, that our interests and yours differ in relation to it, and that you should obtain independent legal advice about its effect before you accept these terms.

14. Authorisation to Transfer Money from Trust Account

You authorise 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 Rule 42 of the Uniform General Rules. As our invoices are due and payable within two business days of issue, you authorise us to withdraw money from trust to pay them, unless you object or dispute the amount before that time or within seven business days, whichever is the sooner. A trust statement will be sent to you on completion of the matter.

15. Retention of Your Documents & Information

On completion of your work, or following termination of our services by either party, we may retain your documents electronically only for 7 years, and your agreement to these terms is your authority for us to destroy the file at our discretion. That authority does not extend to documents deposited in safe custody, which will be retained on your behalf indefinitely. We may retain your documents while money is owing to us, and you are liable for the cost of storing and retrieving documents and our fees in connection with that. We use cloud services to retain documents and information, subject to our Data and 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, including, but not limited to, some of the reasons below:

- (a) while any of our tax invoices remain unpaid or unreasonably in dispute in our opinion;
- (b) if you do not within 5 working days comply with any request to pay an amount in respect of disbursements or future costs;
- (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; such as illness, capacity or disability in our professional team; or
- (h) if in our sole discretion, we consider it is no longer appropriate to act for just cause.

We will give you reasonable written notice of termination of our services as much as is possible, and whenever possible. You will be required to pay our costs incurred up to the date of 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 if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees or costs for which we remain responsible).

18. Lien & Charge Over Property

Without affecting 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, 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, Data Privacy & Privacy

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 information required by law, we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

Depending on your matter we may disclose your personal information to the courts, other 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 completing or processing a transaction. We manage and protect your personal information in accordance with our Data and Privacy Policy, available on our website or on request. For more information, please contact us in writing.

20. Express Consent to Send Material Electronically & Record Conversations

We may record and store in the cloud, send and receive documents electronically, and record conversations with us, including those not made through our digital platforms, and you expressly consent to that, including the recording, whether or not we indicate it or give you notice at the start of a recording or telephone meeting. Because such transmission is not secure and may be copied, recorded, read or interfered with by third parties in transit, you release us from any claim arising from unauthorised copying, recording, reading or interference, from any delay or failure to deliver, and from any damage caused to your system or 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. Where GST has not been levied or levied by mistake, then you will indemnify us for any GST liability or obligation.

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 before agreeing to these terms and the Disclosure Statement 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. Please discuss and clarify with us any aspect of these terms you do not find clear.

24. Updates to Our Terms and Conditions

These Terms and Conditions may be varied by us at any time, provided we advise you of any change one week before it is implemented and notify you in writing by email or similar method. For the avoidance of doubt, the remaining terms continue to apply.

25. Copyright and Intellectual Property

We retain all intellectual property and moral rights in any work produced or licensed by us. It may not be used without our prior express written permission, nor relied upon by any party other than the party concerned and for the limited purpose for which it was produced or provided. You authorise us to seek publicity and to use your information for marketing or publicity in relation to your matters as we see fit.

26. Our Right to Retain Counsel and/or Other

You retain this law firm, not any particular lawyer, and the services will not necessarily be performed by any particular lawyer. Our firm includes more than one lawyer, one or more of whom may be used in the proceedings or advice, and support personnel may also work on your matter.

Notwithstanding anything else in this document, we retain the right to seek or retain additional legal advice, experts, consultation and counsel, at our sole discretion, where it is in your best interest, because of our workload, or where required in terms of competence, country regulation or expertise.

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

These terms bind the parties' heirs, executors, administrators, assigns, liquidators and receivers, including on any transfer or order made under the Family Law Act 1975 as amended.

28. Electronic Charges as Disbursements

Electronic charges and fees, and any amounts incurred in remitting or paying money or in using file, exchange or platform service arrangements, some of which charge a monthly fee, are direct charges to your matter and form part of your disbursements. We pass these on to you and they are payable by you.

29. Serious Harm and Personal Data Breaches

In accordance with our data and privacy policy we limit the personal data we collect and retain. We must nevertheless retain private or sensitive information about you, and it is possible that information may be illegally accessed. Clients should be aware of that possibility and take steps to minimise their risk of serious harm should it occur. A client who considers that serious harm could result from the illegal access of information provided to us must make alternative arrangements for us to access or use that information.

30. Jurisdictional Limits and Representations

Goldman Law operates across international jurisdictions, each of which may be separately regulated for the provision of legal services. We provide legal services in the jurisdiction where you are located, and not in any other jurisdiction in which we have an associate or office, unless we expressly state otherwise. We make no representation that any of our lawyers is admitted in any particular jurisdiction. We may have lawyers working as paralegals to assist admitted lawyers, which does not mean they are admitted or able to advise in that jurisdiction. These Terms of Business apply to our Australian legal practice only. They do not apply to any overseas office or other location of ours, and we make no representation that we provide legal or any other services in any other jurisdiction. Raise any doubt about this urgently with the principal or responsible lawyer.

31. Compliance and Reporting

We may be required to disclose your information to government agencies or data collection bodies, and will only do so if requested or required. Clients are on notice that while we maintain the strictest confidentiality and legal professional privilege, changes in the laws of this or other countries may require us to provide that information.

32. Secure Portals and False or Fraudulent Payments

Due to the rise in fraudulent payment requests by email, artificial intelligence and voice synthesis, we will never require you to send funds other than to our trust or office bank account. Ignore any other request. We are not liable if you receive a fraudulent request and make payment in cash, to other accounts, or to any other person, and we are not liable for any loss or damage suffered as a result. To confirm a payment, contact our financial controller. We use callbacks for large transfers and alternative authorisation methods. We prefer our secure portal for these requests, and to avoid email altogether. Clients should abide by our communication and verification policies in force from time to time.

33. Communication With Us

Correspondence sent by email, SMS, chat or similar is taken to be received when it enters the addressee's information system, unless the sender's system receives notice within one working day that it was not delivered. If it enters that system after 5.00pm recipient's local time on a working day, or on a day which is not a working day, it is taken to be received at 9.00am recipient's local time on the next working day. In this clause, working day means any day other than a Saturday, Sunday or public holiday in the place where the action is done.

34. Use of Artificial Intelligence

We use artificial intelligence tools to assist us in providing legal services, including document review, chronologies, research, analysis and drafting. By instructing us you consent to our use of these tools. A lawyer remains responsible for all work we do, and no output of any tool is given to you, filed, or sent to anyone else without a lawyer having reviewed and settled it. We use these tools under arrangements which keep your information confidential, which do not permit it to be used to train the provider's models, and which keep it in an appropriate jurisdiction. Our use of them is for the dominant purpose of providing you legal services and does not waive privilege or confidentiality. We will not use them to make any decision affecting

your rights, or charge any tool as a disbursement without telling you first.

35. Identity Verification, Anti Money Laundering and Counter Terrorism Financing

We are required to verify your identity, and the identity of any person who controls or benefits from your matter, and to keep those records. Verification of identity is carried out for us by an external provider, and we bill you the actual cost of that provider, which is presently about \$100.00 per person plus GST. The anti money laundering and know your client assessment itself is carried out by us, by reviewing the reports the external provider produces, and our time in obtaining, reviewing and complying with these requirements is charged at the rates in this document. Anti money laundering and know your client obligations apply to law practices, and we may be required to obtain further information or documents from you at any stage. We may be required by law to make a report about you or your matter, and we may be prohibited from telling you that we have done so. We may also suspend or cease acting, decline to accept or transfer funds, or terminate our retainer, where we consider it necessary in order to comply. All of this is subject to our anti money laundering and counter terrorism financing policies and to the law in force from time to time, and is applied at our discretion.