

Costs Document (Costs Agreement & Disclosure)

Attention (insert name of your contact at DBA Lawyers, if any):		Full name to be invoiced:	
Street address:		Tel BH:	
Invoicing address (if different):		Tel AH:	
		Fax:	
Scope of instructions:		Mobile:	
		Email:	
Responsible/assigned lawyers:	Default/task rate:	Existing/new client:	
		New matter:	

Grey area is for office use only. Last updated: 2 April 2014.

Our firm focuses on providing quality services and detailed information on our services and costs are available from www.dbalawyers.com.au. We look forward to assisting you. It is important to note the following:

- This document is both a disclosure statement under s 3.4.9 of the *Legal Profession Act 2004* (Vic) ('Act') and an offer to enter into a costs agreement with us pursuant to s 3.4.26 of the Act. You may accept this offer by writing to us indicating your acceptance, by returning a signed copy of this document or by continuing to give us instructions in this matter. If we are instructed to invoice a third party, we will raise the invoice at first instance to that third party, but will ultimately look to you for payment of our invoice, unless that third party accepts this offer by completing, signing and returning this document. You have a right to be notified of any substantial change to relevant matters disclosed in this document under s 3.4.16 of the Act. This document may be varied or supplemented via other correspondence between you and DBA Lawyers, subject to the Act. All references to 'invoice' (and its variations) are to be taken to mean 'bill' (and its variations) within the meaning of the Act.
- Typically, our charges for an assignment reflect the time spent by our staff at their applicable hourly fee rates. One or more of our staff will attend to your task having regard to the level of skill, experience and responsibility required. Our hourly fee rates reflect the staff members' skills and experience and are charged in 6 minute units. If the service involves a standard product (without any advice or other service), then the relevant price shown on our website applies. If we agree below or in other correspondence to a fixed fee assignment, the agreed fixed fee applies for that assignment. Note, we do not charge based on a scale of legal costs set by the court or government. GST of 10% is applicable to all charges unless an item is exempt.
- While it is not reasonably practicable to estimate your total legal costs in each assignment, a range estimate of your legal costs can be provided prior to starting any work. Based on our initial instructions we estimate that the range of your legal costs may be as follows (if blank, refer to other related correspondence with you or your adviser who has been briefing us as your agent):
- The major variables that will affect your costs are the time, resources and disbursements involved and the complexity, risks and value of the transaction. Staff will be engaged and their fee rates will apply reflective of their time involvement. The main staff working on your assignment and their fee rates are (if blank, refer to other related correspondence with you or your adviser who has been briefing us as your agent):
- The fees and GST actually invoiced may be lower or higher than the amount estimated unless a fixed fee assignment is agreed or you order a standard product. In providing legal services to you it may also be necessary to incur other fees, expenses and charges. We will charge you at cost for these disbursements. These fees, disbursements, and GST are referred to as 'F&Ds'. We will give you a revised estimate if such F&Ds are likely to materially increase.
- You have the right to receive an invoice. You also have the right to request an itemised invoice within 30 days after receipt of a lump sum invoice. F&Ds are payable within 14 days of the invoice date. If you provide your credit card details or a direct debit authority, we will not activate a debit until after the expiry of 14 days of our relevant tax invoice. Invoices are generally rendered on a progressive basis during an assignment at suitable breaks.
- We rely on clear and timely instructions from you in order to complete your assignment. If there are lapses in instructions, we might have to review a file again and accordingly our fee estimate may be increased. We ask that you keep us informed of any changes to your

instructions and provide us with all relevant documentation required. We prefer all instructions to be in writing.

8. If we are required to engage another consultant on your behalf to provide specialist advice or services, we will consult you on the terms of this engagement and provide you with a detailed statement of this person's fee before you enter into a direct engagement with that person.
9. You may request a written progress report and a written report of the legal costs incurred at any time. We may charge you a reasonable amount for a written progress report but not for a report as to fees incurred.
10. We are retained to provide legal services only and you acknowledge that we are not licensed to provide financial product advice under the *Corporations Act 2001* (Cth).
11. If you have any concern about our costs, or service, do not hesitate to speak to the lawyer(s) assigned to your matter (refer to related correspondence if they are not named on this document) or ask to speak to a director or our office manager by contacting us (see above for our contact details). If they cannot satisfactorily resolve your concern with you, you may:
 - a) Seek a costs review by the Taxing Master under div 7 of pt 3.4 of the Act within 12 months after the invoice is given to you or we request payment of costs or you pay the costs (whichever is earlier or earliest).
 - b) You may seek a costs review outside the 12 month time limit. In these circumstances the Taxing Master will not deal with the review if we can establish that to do so would, in all the circumstances, cause unfair prejudice.
 - c) Apply to the Victorian Civil and Administrative Appeals Tribunal to set aside this agreement under s 3.4.32 of the Act.
 - d) Make a complaint to the Legal Services Commissioner ('LSC') under ch 4 of the Act within 60 days after the legal costs were payable or, if an itemised invoice was requested in respect of those costs, within 30 days after the request was complied with. You may be able to make a complaint to the LSC up to four months after the end of the period referred to. This is provided that you can satisfy the LSC that there was a reasonable cause for the delay in making the complaint, and legal proceedings have not been commenced for the recovery or review of the legal costs that are the subject of the complaint.
12. This agreement applies to all future work unless we notify you of any change (apart from any increase in our hourly fee rates and standard products as shown on our website). Either party can terminate this agreement on 7 days written notice or immediate notice if a party is in breach of this agreement. We will not incur legal liability arising as a result of the termination of this agreement by you. F&Ds accrued to the time of termination remain payable.
13. You authorise us to destroy any contents of your file (apart from any documents we have agreed to hold in our deeds safe for you, eg, wills) at the expiration of 7 years from the instructions for a particular assignment and to send our email newsletters unless you have notified us otherwise.
14. You are responsible and liable to pay all F&Ds and if there is more than one of you, each of you will be jointly and severally liable. Note there may be cheaper alternatives to using DBA Lawyers, but we are experts in our fields of

legal practice and provide quality service. A person accepting on behalf of a company guarantees all F&Ds. We incur disbursements as your agent. We may pay a disbursement below \$100 without your prior approval.

15. While F&Ds are in arrears, we may postpone work on outstanding instructions, exercise liens over documents (ie, we hand over documents following payment) and/or charge interest (at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2%, at the date the invoice is issued). We are not liable for any loss or damage arising from not progressing your matter if F&Ds are in arrears, or if you delay in providing further instructions or in the performance of any of your other obligations. Further, we are not liable for any taxes, damages or costs arising from matters beyond our instructions. Further, any taxes, damages or costs payable by us shall be reduced to the extent that you have contributed thereto.
16. You have the right to negotiate a costs agreement with us and you may progress this negotiation by suggesting changes to this form prior to DBA Lawyers commencing any work. This document is governed by Victorian law. You have the right to sign a costs agreement under a corresponding law or to advise us that you require the law of another jurisdiction to apply. DBA Lawyers is regulated by the Law Institute of Victoria of 470 Bourke Street, Melbourne 3000 ph: 03 9607 9311.
17. If you brief us using another person, persons or entity, you confirm that the person, persons or entity is your authorised agent and you confirm that you will obtain our advice and correspondence indirectly via that person, persons or entity, but that you nevertheless are our client and remain responsible for our F&Ds.

Signed and dated by client(s):

Signature of client(s)

Date