

## Costs agreement & disclosure

Client name:	
Full name of entity to be invoiced:	
Address of entity:	Email:
Scope of instructions (if not in correspondence):	Tel:

Last updated: 18 February 2016.

We look forward to assisting you. Under the *Legal Profession Uniform Law Application Act 2014 (Vic)* ('Act'), we must provide you with a disclosure statement and a costs agreement. We outline below your rights and the terms on which you engage us. Further information about our services and costs is available from [www.dbalawyers.com.au](http://www.dbalawyers.com.au).

### About this cost agreement and disclosure

1. You may accept this offer by confirming your acceptance in writing, including email, by returning a signed copy of this document or by continuing to give us instructions in this matter.
2. You have a right to be notified of any substantial change to relevant matters disclosed in this document. This document may be varied or supplemented via other correspondence between you and DBA Lawyers, subject to the Act.

#### Our client

3. If you brief us using an adviser, agent or another person ('Agent'), you confirm that they are authorised to do so on their behalf and that you will obtain our advice and correspondence indirectly via your Agent, and that you remain our client responsible for our fees and disbursements ('Fees').
4. If we are instructed to invoice a third party, we will ultimately look to you for payment unless the third party completes and returns this document.

#### How our costs are calculated

##### Document services

5. Where you have engaged our services to provide documentation without advice, the relevant price shown on our website applies.

##### Estimating costs

6. While it is not reasonably practicable to estimate your total legal costs for an assignment, an estimate of your legal costs can be requested prior to starting any work.
7. Please note the fees actually invoiced may be lower or higher than an estimated amount unless there has been an agreement in relation to a fixed fee assignment.
8. Based on our initial instructions we provide an estimate for your legal costs in the table below marked 'Extra details and special instructions'. (If no estimate is provided below, refer to the relevant correspondence with you or your Agent.)

### Fixed fee assignments

9. If we have agreed to a fixed fee matter through this document or other correspondence, then the agreed fixed fee applies for that matter.

#### Other — consulting and time-based fees

10. All other work, including further attendances beyond the scope of any estimate or fixed fee assignment, is charged at hourly fee rates reflective of the time spent by our staff. One or more of our staff will attend to your task having regard to the level of skill, experience and responsibility required. Hourly fee rates are charged in 6 minute units. We do not charge based on a scale of legal costs set by the court or government.

#### Clear and timely instructions

11. 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.

#### Disbursements and expenses

12. It may also be necessary to incur other fees, expenses and charges. We incur disbursements as your agent. We may pay disbursements on your behalf such as ASIC fees and stamp duty without your prior approval. We will charge you at cost for these disbursements as your agent.

#### Invoices

13. You have the right to receive an invoice. Invoices are generally rendered on a progressive basis during a matter at suitable breaks. You also have the right to request an itemised invoice within 30 days of the bill being payable. We are required to provide an itemised invoice within 21 days of such a request. Fees are payable within 14 days of the invoice date. By accepting this document you consent to electronic receipt of invoices by email.

Payment options

14. The invoice we provide will specify various options for payment, including EFT and secure credit facilities. Please also note that we do not accept payment in advance.

Credit card & direct debit

15. If you provide 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.

16. 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 an outline of this person's fee before you enter into a direct engagement with that person.

17. 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.

18. We provide legal services only and you acknowledge that we are not licensed to provide financial product advice under the Corporations Act 2001 (Cth).

19. You are responsible and liable to pay all Fees and if there is more than one of you, each of you will be jointly and severally liable. A person accepting on behalf of a company and/or any type of trust guarantees all Fees. While Fees 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 Fees 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.

Review and dispute of costs

20. If you have any concern about our costs, or service, please 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. If your concern is not resolved to your satisfaction, you may consider the following options.

- a) You may seek a costs assessment under s 198 of the Act within 12 months after the invoice is given to you (or a request for payment of costs) or the date that you otherwise pay costs if an invoice or a request have not been given to you.
- b) A costs assessment may be considered outside of 12 months if the designated tribunal determines, after having regard to the delay and the reasons for the delay, that it is just and fair for the application for assessment to be dealt with after 12 months.
- c) You may make a complaint to the Legal Services Commissioner ('LSC') as the designated local regulatory authority under s 291 of the Act to dispute costs. The LSC can deal with cost disputes if the total bill is less than \$100,000 (as indexed).

d) You may apply to the Victorian Civil and Administrative Appeals Tribunal ('VCAT') where the amount in dispute does not exceed \$25,000 and if the parties have been informed by the LSC of their rights to apply to VCAT.

Sundry matters

21. This agreement applies to all future work unless we notify you of any change (apart from any increase in our hourly fee rates and the cost of 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. Fees accrued to the time of termination and any related attendances remain payable.

22. You authorise us to destroy any contents of your file 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.

23. 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. DBA Lawyers is regulated by the Victorian Legal Services Board and Commissioner, Level 5, 555 Bourke Street, Melbourne 3000, Tel: (03) 9679 8001.

24. GST of 10% is applicable to all charges unless an item is exempt (eg, certain disbursements we incur as your agent).

25. There may be cheaper alternatives to using DBA Lawyers, but we are experts in our fields of legal practice and provide quality service.

Signed and dated by client(s):

Signature of client(s)

Date

Extra details and special instructions

Estimated costs (see cls 6-8):
Additional client information:
Special instructions: