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DBA Lawyers Pty Ltd ACN 120 513 037

Terms & Conditions

Client name (eg, ABC Pty Ltd ATF ABC Super Fund or XYZ Advisory):	
Address of client:	
Email:	Tel:
Name and address of entity to be invoiced (if different from above):	
Scope of instructions (if not in correspondence):	

Last updated: 10 November 2026

Under the *Legal Profession Uniform Law Application Act 2014* (Vic) (**Act**), we (DBA Lawyers Pty Ltd) must provide you with a disclosure statement and a costs agreement. We outline below your rights and the terms and conditions on which you engage us. Further information about our services and costs is available from www.dbalawyers.com.au and https://online.dbalawyers.com.au/login (**Website**).

Instructing us

1. These are the terms, conditions and disclosures that govern the agreement between us and each client (you).

2. By accepting our offer to provide legal services you agree to be bound by these terms and conditions.

3. There may be cheaper alternatives to our firm but we focus on providing quality and excellent service and do not compete on price.

4. You can accept this offer in writing (including via email or other electronic communication methods), by returning a signed copy of this document, by continuing to give us instructions, via our Website or as otherwise accepted by us.

5. This document may be supplemented or varied via other correspondence between you and us subject to the Act.

6. We rely on the information you provide us to accurately draft documentation and, if requested in writing, provide advice and related services. If the information you provide is incorrect, the documentation we prepare and any advice or services we provide may be incorrect or not appropriate. Please notify us of any changes to your instructions and provide us with all relevant documentation as soon as practicable. All instructions and amendments to instructions should be provided in writing.

7. Oral advice we provide should not be relied on unless we confirm the oral advice in writing. If we provide oral advice that you seek to rely on (eg, during a meeting, video conference or phone conversation), you must request written confirmation from us. An additional fee applies for written advice.

8. By providing a copy of a document (including via one or more PDFs), you are instructing us that you have the original hardcopy version of the document(s). If you do not have the original hardcopy version, this may give rise to various risks.

9. When you engage us to provide documentation, the scope of our engagement is limited to that service. If you require any advice or additional services, we would be pleased to assist for an additional fee if requested in writing.

10. We disclaim liability for any negative implications that arise from any incorrect instructions or information you provide (or omit/withhold) and you agree to indemnify us if we suffer any loss as a result of incorrect instructions or information.

Our client

11. When you instruct us, whether online or otherwise, you are our client.

12. If so instructed by you, we will invoice in the name of the entity you nominate. However, we will

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ultimately look to you for payment unless another party completes and returns this document.

13. If you brief us using an adviser, agent, attorney, legal personal representative or another person (**Agent**), you confirm that the Agent is authorised to do so on your behalf and that you will obtain our advice and correspondence via your Agent, and that you remain personally responsible for our fees and disbursements (**Fees**).

14. You are responsible and liable to pay all our Fees and if there is more than one of you, each of you are jointly and severally liable.

No ongoing retainer

15. Unless specifically instructed by you in writing, and subject to you entering into an ongoing client agreement and payment of our annual fee, there is no obligation for us to notify you after an assignment is completed in respect of any changes to the law, ATO materials, etc, including how any such changes might impact on any documents, advice or services previously provided.

16. If we are instructed to do any other assignment in the future, this agreement applies unless we notify you of any change. However, this agreement will reflect any increase in our hourly fee rates, disbursement or the price of documents on our Website. Alternatively, we may provide a new cost document and disclosure to establish a new agreement with you.

Website use

17. We will process all orders we receive via our Website and invoice accordingly at the price displayed on our Website.

18. It is your responsibility to keep your password to our Website safe and secure, change it periodically and use multi-factor authentication.

19. The Website contains information that gives context to the instructions that we need to prepare documents and should not be relied upon as advice.

How our costs are calculated

20. Unless agreed to otherwise, the price of documents are displayed on the Website.

Estimated fees

21. An estimate of Fees is provided or can be requested prior to us starting any work. An estimate is based on, among other things, the scope of work, the complexity of the matter and the documents involved prior to us making any estimate. If there is no estimate provided, our Fees will be determined under clause 24 until we confirm your instructions and provide an estimate.

22. An estimate is not a quote or fixed price as the work involved may change and our Fees may increase or decrease when new information is made available and we gain a better understanding of the assignment.

Fixed fee assignments

23. If we have agreed to a fixed fee for specific work, then the agreed fixed fee applies for that specific scope of work. In respect of document suites described on the Website, any special tailoring is consulting work that results in an additional fee in accordance with clauses 24–25.

Consulting and time-based fee assignments

24. Consulting work and additional attendances beyond the scope of any estimated or fixed fee assignment, are charged at our applicable hourly fee rates on a time spent basis.

25. Our team 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.

26. If we do not receive clear and timely instructions, our fee estimate may increase and/or we may deem the lawyer–client relationship untenable and terminate the relationship in accordance with this agreement. Please notify us of any changes to your instructions and provide us with all relevant documentation in a timely manner.

No recordings

27. You agree not to record any conversations or meetings with us (if instructed, we are happy to provide advice in writing), without our prior written consent. This includes any audio and/or visual recording or the use of any automated or artificial intelligence system or product to make a transcription of any conversation or meeting.

Disbursements and expenses

28. If we incur other fees, expenses and charges, we will do so as your agent. For example, we may pay ASIC fees, postage, title searches, barristers fees and duty without your prior approval. We will invoice you only the cost incurred as your agent (without any markup).

29. If we are required to engage a consultant, expert or adviser on your behalf to provide specialist advice or services, we may consult you on the terms of this engagement and provide you with an outline of this person's fee proposal before you enter a direct engagement with that person. If we engage a consultant and incur fees on your behalf, you agree to reimburse us for any fees and costs we incur.

Invoices

30. You have the right to receive an invoice. Invoices are generally issued on a progressive basis during an assignment or at the end of every month. Invoices for documents are generally sent with the documents.

31. Fees are payable within 14 days of the invoice date. You consent to invoices being sent via email.

32. You may request a written progress report and a written report of the Fees 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.

33. You can request an itemised invoice within 30 days of an invoice being payable. We will provide an itemised invoice within 21 days of such a request.

34. A person accepting this agreement on behalf of a company and/or any type of trust guarantees all our Fees.

35. While payments are in arrears, we may postpone any work, retain documents (ie, withhold documents until payment is received) 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).

36. If your payments are in arrears and we are required to pursue the matter through alternative avenues such as the Victorian Civil & Administrative Tribunal (**VCAT**) (or an equivalent tribunal/body outside of Victoria), debt collectors, the courts or any other method, you will pay the costs incurred to recover any associated fees, costs and disbursements in seeking recovery from you.

37. We are not liable for any loss or damage arising from not progressing your matter if payments are in arrears, or you delay providing further instructions or you delay the performance of any of your other obligations.

38. We are not liable for any taxes, damages or costs arising from matters beyond our instructions. Further, any taxes, damages or costs that are payable by us in respect of you must be paid to us.

Payment options

39. 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.

40. 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.

41. Our invoices are only considered paid when we receive full payment. If paying us by EFT, our bank account details are BSB 063215 account number 10247596 or for the Annual Update Service BSB 063145 account number 10262045. If you receive an email with different bank account details, contact us immediately.

Review and dispute Fees

42. If you have any concern about our Fees or service, please do not hesitate to speak to the relevant lawyer(s) or ask to speak to a director or our office manager. 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 is made). Alternatively, you may seek a costs assessment on the date that you otherwise pay costs if an invoice or a request has 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 also be able to make a complaint to the Legal Services Commissioner (**LSC**) subject to certain threshold criteria.

d) You may also be able to apply to the VCAT where the amount in dispute does not exceed the relevant threshold and you have first tried to resolve the matter via the LSC.

Use of artificial intelligence

43. You agree not to upload, input, share or otherwise provide any of our documents, files, letters, advice, emails or anything else we provide or send to you to any artificial intelligence system, large language model, machine learning system, automated decision-making system, or similar technology (whether publicly available or proprietary), including any system that stores, retains, learns from, or uses such information to generate outputs, without our prior written consent. You acknowledge that that doing so may compromise legal professional privilege, confidentiality, privacy, data security and our intellectual property rights, and you agree to indemnify us against any loss, liability or cost arising from a breach of this obligation.

Sundry

44. If we are required to attend or provide any information to any government body (eg, ATO, SRO),

tribunal, court or other entity or forum or undertake any service relating to any work we have previously provided (even if this work is some years afterwards), you agree to pay our relevant time based fees (as at the time of any further services being provided) and any related disbursements or costs (eg, to produce any legal document or provide testimony, etc) relating to any service or document we have previously provided.

45. You authorise us to communicate with you and where applicable with third parties (eg, advisers, the ATO, ASIC, courts and others) via email. You acknowledge that using email is not secure and poses some risk to your information. You may instruct us to communicate via other means, but if so, this must be in writing and may result in additional fees.

46. Either party can terminate this agreement with 5 business days written notice or immediate notice if the other party is in material breach of this agreement. We will not be liable for any damages or liabilities arising from the termination of this agreement by you. Fees accrued up to the time of termination and any related attendances remain payable.

47. We are subject to statutory obligations, including reporting obligations that might include confidential information. We may be required to provide your confidential information to others in accordance with those obligations.

48. We may terminate the retainer, and notify you of the termination of the retainer, where continuing to act would require us to breach our ethical duties or professional responsibilities. The law may prevent us from providing reasons for terminating the retainer.

49. You authorise us to destroy any information at the expiration of 7 years from the date we received instructions and to send our email newsletters to you unless you have notified us otherwise.

50. You have the right to negotiate this agreement with us and you may progress this negotiation by suggesting changes to this form prior to us commencing work.

51. This document is governed by Victorian law. We are regulated by the Victorian Legal Services Board and Commissioner, Level 5, 555 Bourke Street, Melbourne 3000, Tel: (03) 9679 8001, website: www.lsbc.vic.gov.au.

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

53. We are retained to provide legal services and you acknowledge that we are not licensed to provide financial product under the *Corporations Act 2001* (Cth). Further, we do not provide advice on any overseas or foreign law.

54. We manage your Personal Information for use, disclosure, and storage in accordance with the Australian Privacy Principles of the *Privacy Act 1998* (Cth). Your personal information may be obtained from and shared with third parties where necessary during the provision of our services.

55. Please see our full Privacy Policy at https://www.dbalawyers.com.au/dba-privacy-policy/.

Signed and dated by client(s):

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Signature of client(s)

Date: