

Disclosure and offer

QBM Lawyers ("we / us / our") sets out in this document:

- (a) Information that we are required to disclose pursuant to s 307B of the *Legal Profession Act 2007* (Qld) as our fees are not anticipated to exceed \$3000 exclusive of GST and disbursements;
- (b) Our offer to enter into a Costs Agreement for << scope of work >> (the "work") set out below together with our proposed terms and conditions;
- (c) The basis upon which we offer to provide legal services.

You have the right to:

- negotiate a costs agreement with us;
- receive a bill from us;
- request an itemised bill after receipt of a lump sum bill;
- be notified under s 315 of the *Legal Profession Act 2007* (Qld) of any substantial change under this Section.

Scope of work

The legal services to be provided comprise:

<<scope of work >>

Joint Clients

If we are acting for more than one client in this retainer, we confirm that:

- information or instructions given by one client may be shared with the other joint client(s);
- if one of you insists that information or instructions be withheld from the other(s), we will have to cease acting for all of you;
- if a conflict arises between you as joint clients, you all need to engage new solicitors and you may incur additional legal costs;
- all clients are jointly and severally liable for legal costs which means that we can recover legal costs from all or any of you.

If this is a conveyance, under the Lexon Protocol you authorise us to take instructions from any one of you on behalf of all of you unless you inform us that the authority of any person to provide instruction is withdrawn.



Basis of calculating legal costs

In this document, "legal costs" means our fees and disbursements (if any) inclusive of GST.

There <<is / is not >> a scale of costs that applies to any of the legal costs for the work. If a scale applies it is [insert]

<<Option 1 fixed fees >>

Our fees for the work will be calculated as a lump sum fixed fee which is in the amount of \$<<lump sum legal fees ex GST >> plus GST in the amount of \$<<GST on legal fees >> making a total of \$<<lump sum legal fees including GST >>.

In addition, we estimate the amount of disbursements to be \$<<disbursements ex GST >> plus GST of \$<<GST on disbursements >> making a total of <<disbursements including GST >>.

For any work done outside of the scope of work, our hourly rate charges will apply.

OR

<<Option 2 hourly rate >>

Our fees will be calculated on an hourly rate dependent on the lawyer or staff handling your matter and charged in six minute increments (or part thereof).

Our charges on an hourly basis are as follows (each exclusive of GST):

Partner: \$

Associate: \$

Lawyer: \$

Law clerks: \$

Assistant: \$[insert] for work done in the absence of direct instructions and \$[insert] for work done under the direct instruction of a lawyer

While the main file author for your matter is, we may have involvement by other lawyers or assistants where appropriate and in particular if we believe it is reasonable so as to efficiently carry out your work.

We have estimated the likely fees for the work on an hourly rate to be in a range of \$..... to \$..... including GST.

In addition, we estimate the amount of the disbursements to be \$<<disbursements ex GST >> plus GST of \$<<GST on disbursements >> making a total of \$<<disbursements including GST >>.

We will advise you as soon as practicable of any substantial changes to our estimate of legal costs.

We will usually bill monthly.

Billing and interest

You consent to us delivering your bills either electronically or as agreed. Our bills are due and payable within 14 business days after your receipt of a bill.

You authorise us to include in our bill, legal costs due from you to us including such disbursements incurred by us on your behalf but which we have not already paid, if the relevant procedures and requirements under the *Legal Profession Regulation 2017* are complied with.

Trust money

- You may be asked to pay money in advance.
- Money paid in advance will be held in our trust account until payment of our legal costs is required.
- You authorise us to draw on all trust money held by us on your behalf to pay legal costs due from you to us including such disbursements incurred by us on your behalf but which we have not already paid, if the relevant procedures and requirements under the *Legal Profession Regulation 2017* are complied with.

Working with you

Your obligations are to:

- give us accurate, timely and full information and instructions upon our request;
- keep us informed of any changes to your email, telephone or address;
- transfer funds promptly to our trust account when requested;
- pay our bills when they are due (except where a bill is disputed by you, in which case you may dispute the amount in accordance with this Costs Agreement); and
- comply with any reasonable cyber-security obligations notified by us to you, and otherwise take all reasonable measures to prevent attacks or the misuse of our or your information, including telephoning us and third parties (i.e. real estate agents, insurers, medical providers etc.) to confirm both our and your bank details before performing any transfer of funds, and not acting on emailed or text message requests for payment.

Our office hours are 8.30am to 5.00pm Monday to Thursday and 8.30am to 4.30pm on Friday.

Our contact points for the persons carrying out the work are set out in our covering letter.

If you have a matter where you urgently need assistance, please call and email, and indicate the urgency to the person taking your call and in the email.

We welcome feedback – good and bad. We would rather have the opportunity to rectify a problem than have a dissatisfied client. So please let us know if there is an issue, and we will do our best to provide a solution.

Ending this Costs Agreement

You may end this Costs Agreement and withdraw instructions at any time before we complete the work and without any stated reason.

We may end this Costs Agreement with your consent or for a good reason and on reasonable prior notice. Good reasons may include but are not limited to:

- failing to satisfy your obligations set out under this Costs Agreement;
- failing to pay our bills in accordance with this Costs Agreement;
- being unable to properly verify your identity or your authority to give instructions;
- unreasonably refusing to follow our advice;

- requiring us to act unlawfully or unethically;
- reasonable evidence that you have lost confidence in our services, such that we are unable to continue providing our services to you in an acceptable manner; or
- failing to provide us with adequate instructions.

If we cease to act for you:

- we will remove our name from the court record in any court proceedings;
- you will receive a final bill for all outstanding legal costs;
- subject to any dispute of a bill in accordance with this Cost Agreement, you must pay our legal costs up until the date when we cease to act.

If our engagement ends or your matter concludes before we complete the scope of work and we are carrying out the work for a fixed fee, you must pay that part of the fixed fee that reasonably reflects the value of the work performed to the date of the termination or conclusion of the matter, plus any expenses and disbursements which are not included in the fixed fee but have been reasonably incurred in order for us to complete the work.

If our engagement is on an hourly rate and ends or your matter concludes before we complete the scope of work, subject to any dispute of a bill in accordance with this Cost Agreement, you must pay us the value of the work performed to the date of the termination or conclusion of the matter, plus any expenses and disbursements that have been reasonably incurred in order for us to complete the work.

Copyright and file retention

We may use precedents and other tools in providing our services to you. You have a right to use the documents we prepare for you only for the purposes for which they are supplied. Unless otherwise agreed, we retain the copyright in any documents that we prepare for you.

You consent to:

- your documents being held in electronic form;
- us destroying any paper duplicates at any time;
- us transferring your documents to you in electronic format.

At the completion of this matter and if all outstanding legal costs are paid:

- we may write to you to seek instructions about the collection or transfer of your documents without charge, or the destruction of your documents; and
- if you do not collect or provide instructions to transfer or destroy your documents, please note the relevant legislation provides that we may destroy a client document relating to a matter if—
 - it is at least 7 years since the completion of the matter; and

- we have been unable, despite making reasonable efforts, to obtain instructions from you about the destruction of the document; and
- it is reasonable in the circumstances, having regard to the nature and content of the document, to destroy the document.

Privacy

The *Privacy Act 1988* (Cth) and other privacy legislation may apply when we collect personal information from you. Except for your name and address, this information is also confidential and may be protected by legal professional privilege.

Confidential Information

The information you provide to us will be treated as confidential information. You agree that we may use and disclose any information you provide us (including, where reasonably required, your confidential information) as necessary in order for us to carry out your work, or as otherwise legally required or permitted by law (subject to any claims of confidentiality or privilege you may lawfully instruct us to make) or as authorised by you. This may include, where the engagement of third parties on your behalf is required for your work, the provision of your information to those third parties to enable them to provide ancillary services (e.g. document processing). Any disclosures of your confidential information will be made on a confidential basis.

[1 client]

Offer to Enter into Costs Agreement

Our offer to enter into a Costs Agreement is on the terms and as disclosed on the preceding 3 pages and may be accepted by:

- (a) you signing and returning a signed copy to us by post or email; or
- (b) you by providing further instructions to us.

/ /

| | | |
|------------|-----------|-----------------|
| Print name | Signature | Date of signing |
|------------|-----------|-----------------|

[2 clients]

Offer to Enter into Costs Agreement

Our offer to enter into a joint Costs Agreement with you is subject to the following terms and conditions:

- information or instructions given by any one of you may be shared with the other joint clients;
- if one of you insists that information or instructions be withheld from the other(s), we will have to cease acting for all of you;
- if a conflict arises between you as joint clients, you will all need to engage new solicitors, and you may incur additional legal costs.
- where there are joint clients all clients are jointly or severally liable for legal costs which means that we can recover legal costs from all or any of you.

Our offer to enter into a joint Costs Agreement with you is on the terms as disclosed on the preceding 3 pages and may be accepted by:

- (a) all of you signing and returning a signed copy to us by post or email; or
- (b) each of you by providing further instructions to us.

/ /

| | | |
|------------|-----------|-----------------|
| Print name | Signature | Date of signing |
|------------|-----------|-----------------|

/ /

| | | |
|------------|-----------|-----------------|
| Print name | Signature | Date of signing |
|------------|-----------|-----------------|