

Our Ref:

12 April 2024

Client:

By email:

Dear **[insert client]**,

RE:

The purpose of this letter is to provide our cost disclosure as is required by section 308 of the *Legal Profession Act* and to set out our offer to act for you.

Our Scope of Retainer

We have been instructed to:

1. **[insert instructions]**
2. **[insert instructions]**

We do not provide financial, taxation, or valuation advice. You should take advice from an appropriately qualified person if the matter involves any of those aspects.

Lexon Insurance Cyber Safety

As a part of our firm being cyber safe, we encourage our clients to understand the importance of cyber safety before transferring any funds to or from bank accounts. We strongly encourage our clients to read, retain and acknowledge the following critical information.

Funds Transfer Critical Information

People across Australia have lost money when hackers have impersonated a law practice or another party involved in a legal matter by altering electronic communications including email, fax, social media, text, instant messaging, applications, file sharing and documents including PDF or Word documents. The following steps are critical to reduce this risk and if you are involved in a transfer of funds these are our expectations of you in helping to reduce the risk of such loss. Any retainer with us is on the basis of the following acknowledgements by you.

To QBM Lawyers. In this matter, where payment details are contained in an electronic communication or document, I acknowledge that I:

X MUST NOT

Transfer any funds (send, deposit, pay or transfer) of more than \$10,000 Australian dollars or its equivalent in any other currency (or give any funds transfer information I receive to someone else) **without first** telephoning the apparent original sender to verbally confirm the account number, details and amounts by **reading out and reading back the account and BSB numbers** (or other specific payment details where applicable, e.g. if not a bank account) **and confirming any instructions**; and

✓ MUST

Give the same warnings to anyone else known to be connected to the matter and anticipated to be involved in transferring or receiving any funds or funds transfer information (including but not limited to, agents, brokers, family members, accountants).

I MUST ALSO:

- when calling to check payment details above, **only use a phone number for the apparent original sender which I have verified from a source that is different to the communication containing those details**, for example a separate paper communication or checking the person's website or white or yellow pages telephone listing;
- contact the sender to check legitimacy **before** I open attachments, or click on hyperlinks or download buttons in unexpected emails; and
- contact you immediately if in any doubt about emails or any other electronic communications that appear to have come from you.

PLEASE NOTE: I also acknowledge QBM Lawyers will not transfer money out of your practice until you are able to verify any funds transfer information by a voice call to confirm those details (**by reading out and reading back the account and BSB numbers** or other specific payment details where applicable, e.g. if not a bank account). **I understand I must make sure I can be contacted if I need any funds transferred by a specific time, otherwise my objectives may not be met.**

File Author and Rates of Costs

Your file is being handled primarily by **[insert lawyer]** whose hourly rate is **[insert rate]** plus GST. If we have work done by another partner or employee, the work done by that person will be at the rate of that person.

Professional fees are calculated on an item by item basis calculated at an hourly rate. **[insert hourly rates]** Fees are charged in 6 minute increments (called units) *eg a telephone call of 10 minute duration is charged as 2 units.*

Facsimiles and emails are billed an additional \$5.00 per transmission due to administrative time involved in processing them. Expenses and outlays incurred in performing the work, such as search fees, counsel fees, filing fees and the like are also payable by you.

We charge \$50.00 per transfer for direct transfers from our trust account. This charge is to offset the additional time involved in dealing with direct transfers.

Your Rights

In arrangements in respect of costs with us, you have rights:

- (i) To negotiate a costs agreement;
- (ii) To receive a bill and to request an itemized bill if we have provided you with a lump sum bill;
- (iii) Accept or reject any offer that we make for interstate costs law to apply to your matter, or require an interstate costs law to apply to your matter if appropriate;
- (iv) To be notified of substantial changes in the matters disclosed to you;
- (v) To progress reports including reports as to costs, and to discuss any issue with costs with us, and you should contact the writer if you feel the need to do so; and
- (vi) To apply for a costs assessment within 12 months of our provision of an itemized bill to you, or to apply to set aside any agreement that we reach in relation to costs.

Our Estimate of Costs

Our estimate of the costs associated with the scope of our retainer will depend upon the action taken and could be in the range from [insert fees] to [insert fees] plus GST and disbursements.

Billing Information

Please use the following account and reference when transferring funds:

QBM Lawyers Trust Account

Bank: NAB
BSB: 084 462
A/C: 66605 0274
Ref: **[to be inserted]**

Please note that all tax invoices must be paid within seven (7) days of receiving unless otherwise advised.

We will generally provide interim bills at appropriate times, usually monthly. Our accounts are payable upon issue. We may charge interest at the 5% per annum upon debts outstanding for a period in excess of 30 days.

We will usually provide you with a lump sum bill. If you require us to deliver an itemized bill, you agree that we may deliver that bill disregarding any reduction of fees that we have proposed to give to you in our lump sum bill.

We may exercise a lien (a right to retain possession of your documents and property in our possession) pending payment of our costs and outlays.

Electronic Communication (Email)

You consent to the formation of this agreement, communications including the giving of notices and accounts, by electronic communication (email) pursuant to the provisions of the Electronic Transactions (Queensland) Act 2001, and each state and the Commonwealth equivalent.

File Retention and Authority to Destroy File

You agree that at the conclusion of a matter we will destroy hard copies of documents and retain electronic copies only. You can ask for the hard copies to be sent to you if you wish.

We do not destroy documents that we consider should be retained, such as documents of title. We will retain your file in electronic or hard copy format (or a combination of those) for at least 5 years from the conclusion of the matter unless you authorize us to destroy it earlier.

As a part of signing this agreement, you authorise the destruction of the hard file (with the exception of any documents in safe custody) with respect to this matter upon the scanning of the file to an electronic form which is only required to be held by the Law Practice for 6 years.

Ending Our Engagement

You may end our engagement at any time by giving us reasonable written notice, but you will be responsible for legal costs to that time including costs which we are obliged to pay to third parties incurred on your behalf notwithstanding that we may not - at the time of termination - have been charged those costs.

We may suspend or end our engagement by written notice to you if circumstances arise by which:

- (a) We cannot lawfully or ethically carry out your instructions or our ability to act impartially or consistent with our obligations under the *Legal Profession Act* or *Legal Profession Rules* is otherwise affected;
- (b) You indicate that you have lost confidence in us, refuse to cooperate with us, or refuse to follow our advice;
- (c) You do not pay money to us when requested or otherwise breach the terms of our engagement.

Miscellaneous

The law of Queensland will apply to the costs agreement between us.

This firm participates in the limitation of liability scheme which is a scheme limiting the liability of the firm under the *Professional Standards Act 2004*.

Marketing

You agree that unless you tell us otherwise, we may send by email legal updates or other communications to you in respect of matters that we think may be of interest to you, such as recent developments in the law or reminders to consider certain legal matters, as examples updating your will or checking lease arrangements. **You may opt out at any time** if you no longer wish to receive our marketing information. You can make this request by using the contact details provided below, or by ‘unsubscribe’ from our email marketing messages.

We do not disclose your personal information (including your email address) to any third party for the purpose of allowing them to market their products or services to you.

Our Offer to Act

We confirm our offer to act for you on the basis set out in our letter above. Please let us know if you have any issues with that. You can accept this offer by responding to the effect that you accept the terms of our engagement, or by continuing to instruct us. Upon your acceptance a costs agreement will be formed between us.

Should you have any concerns in regard to the above, please contact the writer.

Yours faithfully,

QBM Lawyers

Liability limited by a scheme approved under professional standards legislation

Your Acknowledgment and Acceptance

By signing our agreement, you acknowledge and accept all the terms and information provided above. You agree that you have read and understood the Cyber Alert to ensure you will be cyber safe.

Name:

Date:

Signature:

AUTHORITY TO DESTROY FILE

