

ACCESS LAW GROUP PTY LTD
DISCLOSURE NOTICE AND TERMS AND CONDITIONS FOR STANDARD COSTS AGREEMENT

The *Legal Profession Act 2004* ("LPA") requires us to make certain disclosures to you in respect of the legal services provided to you and the costs of those services. In addition to these disclosures, the following arrangements will apply in respect of the legal services provided by us for you.

1 The Basis for our Professional Charges

Our professional costs are usually charged on a time basis at an agreed hourly rate. The hourly rate will vary, depending on the nature of the work and the degree of experience and specialisation of our professional staff. The hourly rates that apply are set out below:

Director	\$440/hr + \$44.00 GST = \$484.00/hr
Senior Associate	\$410/hr + \$41.00 GST = \$451.00/hr
Consultant	\$380/hr + \$38.00 GST = \$418.00/hr
Associate	\$380/hr + \$38.00 GST = \$418.00/hr
Solicitor	\$370/hr + \$37.00 GST = \$407.00/hr
Junior Solicitor	\$310/hr + \$31.00 GST = \$341.00/hr
Para-legal	\$260/hr + \$26.00 GST = \$286.00/hr
Convey Clerk	\$100/hr + \$10.00 GST = \$110.00/hr
Law Clerk	\$160/hr + \$16.00 GST = \$176.00/hr
Admin Staff	\$ 60/hr + \$ 6.00 GST = \$ 66.00/hr

Travel time charged at 50% of the above rates.

We may increase our rates at any time and will advise you in writing. You agree to pay such increased rates unless you notify us in writing to the contrary within fourteen (14) days of receipt of our notification.

All time we spend doing the work is recorded as it occurs or shortly afterwards. There is a minimum charge of five (5) minutes for any task that is required to be done.

2 Disbursements

The firm may incur expenses on your behalf while acting for you which we will either ask you to pay in advance or ask you to reimburse. These expenses are usually of three kinds:

- (a) Fixed fees and charges such as registration fees or court filing fees;
- (b) Payments to third parties for services provided in the course of the matter such as barrister's fees, searches or courier services;
- (c) Our support services which includes photocopying, facsimiles and printing costs.

We will invoice you for disbursements where appropriate. The charge for our support services will approximate our actual cost only, without mark up. In most matters we achieve this by adding to each invoice a fee of up to five percent (5%) of our professional charges. If the actual cost to us of our support services in a particular matter is likely to exceed five percent (5%) we will discuss this with you.

3 GST

Our hourly rates and disbursements are exclusive of any GST unless otherwise indicated. GST will be added where payable.

4 Billing Arrangements

It is our normal practice to render accounts monthly or the completion of the matter. If a matter will take longer than one (1) month, we may send you accounts on a monthly basis or on such other regular basis as we determine to be appropriate.

Payment is due within fourteen (14) days of the date of any invoice. If an account is not paid within thirty (30) days we reserve the right to charge interest on any outstanding amount at the rate of interest prescribed under *Section 101 of Civil Procedure Act 2005* in respect of unpaid judgments. The prescribed rate of interest payable under *Section 101* is:

- (a) in respect of the period from 1 January to 30 June in any year-the rate that is 6% above the cash rate last published by the Reserve Bank of Australia before that period commenced, and
- (b) in respect of the period from 1 July to 31 December in any year-the rate that is 6% above the cash rate last published by the Reserve Bank of Australia before that period commenced.

We may refuse to do any work on a matter if you:

- fail to pay funds required on account,
- fail to pay our bills; or
- fail to reimburse us for disbursements

within these terms. If you have a query about an account you should tell us immediately so that we can clear up any misunderstandings or errors before a problem develops. Similarly if you have difficulty paying an account when it is due, or paying a disbursement where required, you should tell us promptly to avoid, as far as possible, your position being prejudiced.

Where you pay our account by credit card, a surcharge equal to the amount of the merchant's fee may be added and you agree to pay such a surcharge.

If we are required to commence legal proceedings to recover any payment due to us, you agree that any costs incurred in doing so will be payable by you on an indemnity basis.

5 Additional Rights under the LPA

The LPA gives you certain rights in relation to a costs agreement. These are:

- (a) The right to negotiate a costs agreement with us;
- (b) The right to receive a bill from us;
- (c) The right to request an itemised bill within 30 days of receipt of a lump sum bill;
- (d) The right to be notified of any substantial change to anything included in this Disclosure and the Costs Agreement as soon as reasonably practical after we become aware of the change;
- (e) The right on reasonable request to obtain from us a written report of the progress of the matter in which we are retained and of the legal costs incurred by you to date or since the last bill (if any) in the matter;
- (f) The right to apply to the Court to have a costs agreement set aside if it is not fair and reasonable;
- (g) The right to have any bill of costs we give you assessed in accordance with the requirements of

the LPA. You must make an application to do this within sixty (60) days of receiving the bill;

- (h) The right to have any bill of costs that has been issued by us assessed even where the bill has been wholly or partly paid;
- (i) The right to refer a costs dispute to the Legal Services Commissioner or to the Law Society Council for mediation provided that the amount in dispute is less than \$10,000.00.

6 Termination of this Agreement

You may terminate this Agreement by notice in writing to us at any time. We may cease to continue work and terminate this Agreement if you do not pay our accounts in accordance with these terms, if you fail to provide us with adequate instructions or any other just cause. We will give seven (7) days notice of our intention to cease to act.

In either event you will be obliged to pay our charges for the work done and for the expenses incurred up to the time that we receive or give notice of termination.

7 Use of E-mail

E-mail may be used in correspondence between this firm and you. We accept no responsibility for the security or confidentiality of any correspondence conveyed by e-mail.

8 Lien, Retention of Documents and Caveat

Should you wish, you may leave important original documents with us in safe custody free of charge. This might include an original Will, Power of Attorney or Certificate of Title.

We will on completion of your matter retain any papers to which you are entitled but leave in our possession (excepting documents deposited in safe custody) for no more than seven (7) years with your authority to destroy the file seven (7) years after the final accounts are prepared in relation to the matter. You can request the return of papers left with us at any time before their destruction.

By entering this agreement you consent to:

- a) Access Law Group having the right to a charge over any real property owned by you;
- b) the lodgement of a caveat by Access Law Group over any real property owned by you; and
- c) Access Law Group having a lien over any documents, funds or other property held by us

while there is money owing to us, for our costs and expenses until they are either paid or security is provided for such outstanding costs and expenses.

9 Privacy

The personal information that you provide will only be disclosed outside the firm where we are compelled by law to do so. You authorise us, however, to disclose your personal information within our firm and to other professionals retained on your behalf such as barristers or expert witnesses where it is relevant and necessary to do so.

10 Engagement of Another Legal Practitioner

It may be necessary for us to engage, on your behalf, the services of another practitioner to provide specialist advice or services. This may include the provision of advocacy services by a barrister.

We will disclose to you the terms of that practitioners engagement but you may be asked to enter into a separate costs agreement directly with that other practitioner.

11 Litigation

Your liability to pay our costs under these terms of engagement is not affected, if you are involved in a litigated matter, by any order that might be made in your favour by a court or tribunal that another party pays your costs.

An order by a court or tribunal that the other party pay your costs does not necessarily mean that all of your legal costs will be recovered.

Whatever amount is recovered by you pursuant to such an order may be applied towards the satisfaction of our costs or for reimbursement to you for the costs that you have incurred using our services.

It is possible that the court might make an order that you pay another party's legal costs (if for example you lose the case). Those costs payable by you to the other party would be in addition to those payable to us under these terms of engagement.

12 Applicable Law

The LPA and the law of NSW applies to legal costs in this matter. Where a legal matter has a substantial connection with another State or Territory, and that State or Territory has a law that corresponds with the provisions of the LPA, then you have the right to enter into a costs agreement with us that corresponds with the relevant provisions of the other State or Territory concerning costs. If you do not elect to do so within the time limits permitted by the corresponding law of the State or Territory, but have signed this agreement, it will be taken that the provisions relating to legal costs, and the assessment of those costs, in NSW by the LPA will apply to this agreement.