


# LEGAL COSTS AGREEMENT



Legal Profession Act 2007 Part 3.4



WE'RE ALL THE  
SUITS  
YOU NEED

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# 20 MINUTE CONSULTATION

Do you want to know our Legal Costs Agreement? We provide a completely confidential, no obligation, [free 20-minute appointment](#) to discuss your unique situation and legal options.

Call us now on (07) 3236 0001 and you can start to build some certainty and direction in this stressful and unsettling time.

# FIXED FEE APPOINTMENT

As an alternative to the 20 minute consultation, we offer an initial appointment for up to 2 hours for a fixed fee of \$440 (inc GST).

This longer appointment enables us to obtain more comprehensive information from you and provide you with more comprehensive information relevant to your circumstances.



## Brisbane office

office 07 3236 0001

United Service Club  
4th Floor, 183 Wickham Terrace  
Brisbane Q 4000

GPO BOX 1257, Brisbane QLD 4001

## Gold Coast office

office 07 5655 4474

2/20 Grice Ave  
Paradise Point Q 4216

PO BOX 229 Paradise Point Q 4216

## Sunshine Coast office

office 1800 217 217

T2.101 The Hive  
55 Plaza Parade  
Maroochydore Q 4558

GPO BOX 1257, Brisbane QLD 4001

toll free 1800 217 217

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[mail@aylwardgame.com.au](mailto:mail@aylwardgame.com.au)

IN ASSOCIATION WITH

FAMILY LAWYERS  
MACKAY



LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL  
STANDARDS LEGISLATION | ABN 37 634 159 041

CALL 1800 217 217

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# LEGAL COSTS AGREEMENT

Legal Profession Act 2007 Part 3.4

## TABLE OF CONTENTS

Parties	04
Terms and Conditions	05
Use Of Emails & Faxes	14
Signing	14

### Disclaimer:

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DATED: .....

## PARTIES

### LAW PRACTICE (or "we", "us" and "our")

NAME	Aylward Game Solicitors Pty Ltd		
ABN	37 634 159 041		
ADDRESS (1)	Level 4, 183 Wickham Terrace, Brisbane	POST CODE	4001
ADDRESS (2)	GPO Box 1257, Brisbane	POST CODE	4001
TELEPHONE	07 3236 0001	FACSIMILE	07 3236 0005
EMAIL	mail@aylwardgame.com.au		

### CLIENT (or "you" and "your")

NAME			
ABN			
ADDRESS (1)			
ADDRESS (2)			
NOMINATED ADDRESS FOR BILLING (S.330(5) LPA)	<input type="checkbox"/> Address (1) <input type="checkbox"/> Address (2)		
MAIN TELEPHONE:			
MOBILE		FACSIMILE	
BEST CONTACT NO. USUALLY	<input type="checkbox"/> Telephone <input type="checkbox"/> Mobile		
EMAIL			
PHOTO ID		ID NUMBER	
PROPERTY DETAILS (IF APPLICABLE):			

## ASSOCIATED THIRD PARTY PAYER (or "Associate")

NAME			
ABN			
ADDRESS (1)		POST CODE	4001
ADDRESS (2)		POST CODE	4001
NOMINATED ADDRESS FOR BILLING (S.330(5) LPA)	<input type="checkbox"/> Address (1) <input type="checkbox"/> Address (2)		
TELEPHONE (1)		TELEPHONE (2)	
MOBILE		FACSIMILE	
BEST CONTACT NO. USUALLY	<input type="checkbox"/> Telephone (1) <input type="checkbox"/> Mobile <input type="checkbox"/> Telephone (2)		
EMAIL			
PHOTO ID		ID NUMBER	

## TERMS AND CONDITIONS

### 1. DEFINITIONS

#### 1.1 Terms in the black shaded side tabs and in bold in:

- a. the Reference Schedule.
  - b. the Legal Costs Disclosure Notice and
  - c. any Subsequent Legal Costs Disclosure Notices,
- have the meanings shown opposite them.

#### 1.2 Unless the context otherwise indicates:

- a. **"Agreement"** means this Legal Costs Agreement as it may be supplemented or amended from time to time.
- b. **"Business Day"** means a day on which banks are open for retail banking business other than a Saturday or a Sunday in Brisbane.
- c. **"Cash Rate Target"** means the percentage (or maximum percentage) stated by the Reserve Bank of Australia as the Cash Rate Target.
- d. **"GST"** means any tax on goods, services, including any value-added tax, broad-based consumption tax or other similar tax.
- e. **"GST Law"** means any act, order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a Supply of goods and/or services in Australia and includes A New Tax System (Goods & Service) Act 1999.
- f. **"Legal Costs Disclosure Notice"** means the legal costs disclosure notice provided by us to you (and where applicable) the Associate in compliance with the provisions of Part 3.4 Division 3 of the LPA at the same time when this Agreement was provided to you and (where applicable) the Associate for signing.
- g. **"LPA"** means the Legal Profession Act 2007 (Qld).
- h. **"OSR"** means the Office of State Revenue Queensland.
- i. **"Reference Schedule"** means the reference schedule to this Agreement.
- j. **"Relevant Bill Date"** means the date a Bill was given personally or sent by post to the Client and/or the Associate as the case may be.

- k. **“Subsequent Legal Costs Disclosure Notices”** means any legal costs disclosure notices provided by us to you and (where applicable) the Associate in compliance with the provisions of Part 3.4 Division 3 Sections 309, 312 and 315 of the LPA subsequent to the Legal Costs Disclosure Notice being provided and this Agreement being signed.
- l. **“Supply”** includes a supply which is deemed a supply under the GST Law.
- m. **“Surplus Trust Monies”** means the balance of any monies received by us and held in the Trust Account in the course of or as a result of the Work after all Legal Costs including interest (if any) incurred to complete the Work has been paid in full.
- n. **“Trust Account”** means the Law Practices Trust with Suncorp Limited, the details of the account attached separately “Trust Information”.
- m. wherever “include” or any form of that word is used it must be construed as if it were followed by “(without being limited to)”.
- n. money amounts are stated in Australian currency.
- o. a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (“defunct body”), means the agency or body which performs most closely the functions of the defunct body.
- p. an agreement, representation, or warranty made by, or in favour of, more than one (1) person binds or benefits those persons jointly and each of them severally. and
- q. a reference to any person is a reference to their heirs, successors and assigns.

## 2. INTERPRETATION

### 2.1 Unless the context otherwise indicates

- a. the singular includes the plural and vice versa.
- b. a gender includes the other genders.
- c. the headings are used for convenience only and do not affect the interpretation of this Agreement.
- d. a reference to a thing includes a reference to a part of that thing.
- e. a reference to a document includes the document as modified from time to time and any document replacing it.
- f. if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day.
- g. the word “person” includes a natural person and anybody or entity whether incorporated or not.
- h. the word “month” means calendar month and the word “year” means twelve (12) months.
- i. the words “in writing” include any communication sent by letter or facsimile transmission.
- j. the words “Client”, “you” and “your” also include (if applicable) the Associated Third Party Payer.
- k. a reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it.
- l. a reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force.

## 3. ACKNOWLEDGEMENT OF DISCLOSURE BEFORE SIGNING

- 3.1 Before providing legal services and entry into any legal costs agreement, we are required to provide you and (if applicable) the Associate with disclosure of information under the LPA.
- 3.2 In compliance with the statutory requirement specified in clause 3.1, the Legal Costs Disclosure Notice was provided to you and (where applicable) the Associate with this Agreement and by signing this Agreement you, and (where applicable) the Associate, acknowledge that you, and (where applicable) the Associate, have received, read and understand the Legal Costs Disclosure Notice.

## 4. INCORPORATION OF DISCLOSED INFORMATION IN AGREEMENT

- 4.1 The contents of the Legal Costs Disclosure Notice and any Subsequent Legal Costs Disclosure Notices are incorporated into this Agreement as if set out in full in this Agreement.
- 4.2 If there is any inconsistency between the terms of this Agreement, the Legal Costs Disclosure Notice and any Subsequent Legal Costs Disclosure Notices then the terms of those documents shall apply to the extent of any inconsistency in the following priority order.
  - a. Firstly to any Subsequent Legal Costs Disclosure Notices issued (if any) in the order from the latest issued to the earliest issued.
  - b. Secondly, the Legal Costs Disclosure Notice. and
  - c. Finally, this Agreement.

## 5. PROVISION OF LEGAL SERVICES

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- 5.1 Pursuant to the information and instructions provided by you to us, we acknowledge that you have engaged us to, and we will provide, the Legal Services.
- 5.2 These are your instruction as understood by us. If we have misunderstood your instructions you must immediately notify us so that we can issue a Subsequent Legal Costs Disclosure Notice to rectify the misunderstanding.

## 6. PERSONS PERFORMING THE WORK

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- 6.1 The persons performing the Work are those detailed in the Legal Costs Disclosure Notice.
- 6.2 We may in our absolute discretion change the Primary Contact, being the person principally performing the Work, by issuing to you a Subsequent Legal Costs Disclosure Notice.
- 6.3 Any change of the Primary Contact will be made having regard to:
- a. the Legal Services to be provided to you including the nature of the Work, and
  - b. the availability, suitability and experience of personnel within our office

## 7. LEGAL COSTS – HOW WE CHARGE

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- 7.1 We charge professional fees in the four (4) categories as specified in the Legal Costs Disclosure Notice, being as follows:
- a. Professional Fees (Hourly Rate)
    - I. This fee is calculated by reference to the amount of time we actually spend attending to the Work. The time we spend will be charged on the basis of six (6) minute units (that is, each unit or part of a unit is charged at one tenth (1/10) of the hourly rate applicable). For example, the time charged for an attendance up to 6 minutes will be one unit and time charged for an attendance between 6 and 12 minutes will be two units.
    - II. Most attendances pertaining to the Work are chargeable, including time spent on:
      - incoming and outgoing telephone calls;
      - drafting and reading emails, facsimiles and letters;
      - advising;
      - appearances at court;
      - negotiating;

- inspecting documents;
  - preparing briefs to barristers;
  - instructing barristers; and
  - reviewing documents.
  - meeting with you or other people on your behalf
- III. Time spent by paralegals, law clerks, secretaries and administration assistants in relation to attendances of a legal nature in relating to the Work (example, drafting emails facsimiles and letters, organising searches and other enquiries, arranging service of documents, making and receiving telephone calls) are also chargeable attendances.
- IV. While our team members have a level of knowledge and skill appropriate to their position, there may be circumstances where the sheer complexity or nature of an issue requires us to undertake research so that we can properly do the Work for you. Reasonable time spent researching is also a chargeable attendance.
- V. The Hourly Rates will automatically be increased on and from the 1st July of each year by five percent (5%) without notice to you. Such increases may however be incorporated in any Subsequent Legal Costs Disclosure Notice issued to you after that date for other reasons (that is, a Subsequent Legal Costs Disclosure Notice is not required to be issued to you only for the reason of notifying you of the increase in the Hourly Rates).
- VI. An allowance for Care and Consideration may, in our sole discretion and depending upon the circumstances be charged up to the maximum percentage rate specified in the Legal Costs Disclosure Notice of the total hourly rates charged on each Tax Invoice having regard to the following factors:
- The demands of the Work;
  - The complexity of the Work and the difficulty and/or novelty of the questions raised;
  - The importance of the Work to the party and the amount of money involved;
  - The skill, labour, specialised knowledge and responsibility involved in performing the Work;
  - The number and importance of the documents prepared or perused without regard to length;
  - The time expended attending to the Work;
  - Consideration of questions of law and fact
- VIII. An Administration Fee fixed at the rate of 2.5% of the total hourly rates will be charged on each Tax Invoice for general office administration, file maintenance and storage.

## **b. Professional Fees (Fixed Fee)**

- I. This is where a fixed fee is specified in the Legal Costs Disclosure Notice as applying for all the Work to be undertaken by the us from the date of this Agreement to completion of the Work.
- II. If additional legal services are to be undertaken which are not reasonably within the scope of the Work the Professional Fees (Hourly Rate) shall apply to the provision by us of the additional legal services.
- III. If this Agreement is terminated either by you or on a permitted ground by us in accordance with the provisions of clause 11, you will be required to pay the proportion of the Professional Fees incurred up to the date of termination.

## **c. Professional Charges**

These are additional professional charges for the cost of services we use or supply on your behalf of and incidental to us performing the Work.

## **d. Professional Fees (Closed File Costs)**

- I. As your file will be stored by us in compliance with our legal obligations for seven (7) years from completion of the Work these fees are charged if after placed in storage you require your file to be retrieved and/or the whole or any part of it released to you.
  - II. The Professional Fees (Closed File Costs) rates charged are as set out in the Legal Costs Disclosure Notice and any Subsequent Legal Costs Disclosure Notice.
  - III. The Professional Fees (Closed File Costs) rates will be increased on and from the 1st July of each year by five percent (5%) without notice to you. Such increases may however be incorporated in any Subsequent Legal Costs Disclosure Notice issued to you after that date and before the Work is completed for other reasons (that is, before the Work is completed a Subsequent Legal Costs Disclosure Notice is not required to be issued to you, only for the reason of notifying you of the increase in the Professional Fee (Closed File Costs) rates). After the Work has been completed no further notice will be provided.
  - IV. For the avoidance of doubt, the Professional Fees (Closed File Costs) continue to apply after the Work is completed and/or this Agreement is terminated.
- 7.2 We charge Disbursements incurred by us on your behalf of and incidental to performing the Work on an at cost basis. That is, we charge you the actual cost to reimburse the cost incurred by us on your behalf.
- 7.3 Disbursements include other law practices fees (example; barrister's fees and agents fees), search fees, enquiry fees, courier fees, the costs of expert consultants, the cost of obtaining medical and other expert reports, court filing fees, Department of Natural Resources and Water and other government department lodgment fees, banking charges, government revenue charges,

postage, process servers and investigators, external consultants, travel expenses and accommodation costs, witness fees and expenses and transcript charges.

- 7.4 We will inform you of these Disbursements as well as any other payments required to be made, as soon as is reasonably practicable.
- 7.5 If we propose to engage another law practice on your behalf to provide specialist advice or services (e.g. a barrister) you will be advised. If the other law practice provides us with fee disclosures or the basis of fee calculation we will pass this information on to you. If we become liable to pay interest on any other law practices fees as a consequence of delay on your part we will pass that charge on to you.
- 7.6 As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this Agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.
- 7.7 Scales of fees fixed by legislation do not apply to any of the Legal Cost to be charged pursuant to this Agreement. That is, scales of fees fixed by legislation are not used as a basis on which Legal Costs pursuant to this Agreement are charged or calculated. If however this Agreement did not apply for any reason a scale of costs fixed by legislation may apply. If you require any information as to whether or not a scale fixed by legislation would in those circumstances apply and/or require a copy, we can advise you and provide you with a copy on request.

## **8. LEGAL COSTS – HOW YOU WILL BE CHARGED**

- 
- 8.1 You will be charged Legal Costs by us for the provision of the Legal Services as specified in the Legal Costs Disclosure Notice, and where applicable any Subsequent Legal Costs Disclosure Notice, in the section titled "How Client/Associate to be charged" under the black shaded side tab titled "LEGAL COSTS – how we charge".

## **9. GST**

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- 9.1 All Legal Costs (including estimates) in the Legal Costs Disclosure Notice, and where applicable any Subsequent Legal Costs Disclosure Notice, are GST inclusive unless otherwise stated to be exclusive of GST.
- 9.2 You will be charged an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.



## 10. BILLING

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- 10.1 Bills will be given personally or sent by post to you or, if you choose to receive them by facsimile transmission or email, sent to you by facsimile transmission or e-mail. Our bills will contain information regarding the Legal Costs charged and GST, at the Billing Intervals specified in the Legal Costs Disclosure Notice and, where applicable, any Subsequent Legal Costs Disclosure Notice.
- 10.2 For the purposes of clause 10.1, if the Billing Intervals specified are "Monthly and at conclusion of matter", we may give or send a Bill to you at any time during a month. Bills given or sent monthly will however usually be given or sent at or towards the end of a month.
- 10.3 Our bills are due and payable on receipt. If bills remain unpaid for seven (7) days of becoming due and payable, interest will be charged on the unpaid amount at a rate equal to the Cash Rate Target at the Relevant Bill Date plus 2.0% per annum.
- 10.4 For the purpose of this Agreement you will be deemed to have received our Bill if it is:
- given to you or to your agent personally – on the day it is given to you or your agent.
  - sent to you at the Nominated Address for Billing or to your agents address by post – within two days of posting.
  - sent to you by facsimile transmission – when we obtain a clear transmission report. and
  - sent to you by email - on receipt of a successful delivery receipt to your email address.
- 10.5 In the event that you do not pay our Bills and any accrued interest on unpaid Bills we are entitled to exercise a solicitor's lien. The lien allows us to retain all your documents and trust funds until our Bills and any such accrued interest is paid in full.
- 10.6 All monies received on account of our Bill will firstly be applied to accrued interest and then to the outstanding amount of our Bill.

## 11. TERMINATION

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- 11.1 You may by notice in writing to us terminate this Agreement at any time and for any reason.
- 11.2 If you do not pay monies in accordance with this Agreement, we may suspend doing the Work and may cease acting for you.
- 11.3 We will not continue to do the work and may terminate this Agreement if:
- you fail to pay our Bill or deposit monies to our trust account as required from time to time.
  - you fail to provide us with adequate instructions within a reasonable time.

- you give instructions that are deliberately false or intentionally misleading.
  - you fail to disclose facts that are relevant to the matter.
  - you instruct us to adopt a course of action which is, in our opinion, so unreasonable or against your interests that it is inappropriate that we continue to act for you in the matter.
  - you fail to accept an offer of settlement which we (or counsel) think is reasonable.
  - in our opinion, you unreasonably refuse or fail to accept advice we (or counsel) give you.
  - you engage another law practice to advise you on this matter without our consent.
  - we, on reasonable grounds, believe that we may have a conflict of interest.
  - you ask us to act unlawfully or unethically, or in our opinion, improperly or immorally.
  - you indicate that you have lost confidence in us.
  - you lose legal capacity.
  - you use abusive or obscene language with a member of our staff, or we form the opinion that continuing to act for you places our staff under physical threat or emotional stress.
  - we are unable, despite reasonable efforts, to contact you or obtain instructions from you.
  - for other just cause.
- 11.4 We will give you notice in writing of our intention to terminate this Agreement, and of the grounds on which the notice is based.
- 11.5 If this Agreement is terminated either by you or us at any time:
- we are not obliged to do any more Work or take any further step in the conduct of your matter.
  - we can notify any relevant court of tribunal or party that we no longer act for you.
  - you remain liable for and will be required to pay Legal Costs incurred up to the date of termination and/or which arise or are incurred as a result of the termination.
  - despite any agreement to the contrary, all monies owing to us shall become immediately due and owing.
  - without affecting any right or lien to which we are otherwise entitled at law, you hereby acknowledge agree and declare that we are entitled to retain by way of lien any of your funds, property or papers which are in our possession or under our control until all Legal Costs and accrued interest on unpaid Bills is paid in full.
  - if we continue to act for you or take any further step on your behalf, we do so without affecting our rights under this Agreement including the rights to suspend Work or terminate this Agreement.

## 12. AUTHORITY TO RELEASE PERSONAL INFORMATION`

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12.1 Personal information about you, provided by you and other sources, is protected under the Privacy Amendment (Private Sector) Act 2000. Disclosure of such information may be compelled by law (e.g. under the Social Security Act). You hereby authorise us to disclose such information where necessary to others in furtherance of your matter (e.g. within the Law Practice, to the court, the other party or parties to litigation, to valuers, experts, barristers etc).

## 13. PAYMENT OF MONIES ON ACCOUNT

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13.1 We may require you to pay money to us in advance (e.g. to cover the whole or a part of our Estimate of total Legal Costs).

13.2 If we need you to pay any money in advance, we will notify you in writing of the amount to be paid. You must pay the requested amount into the Trust Account within five (5) Business Days of your receipt of our request or such earlier date specified by us having regard to the circumstances and requirements of your matter.

13.3 For the purposes of clause 13.2, the notification shall be deemed to have been received if it is:

- a. given to you or to your agent personally – on the day it is given to you or your agent;
- b. sent to you at the Nominated Address for Billing or to your agents address by post –within two days of posting;
- c. sent to you by facsimile transmission - when we obtain a clear transmission report; and
- d. sent to you by email - on receipt of a successful delivery receipt to your email address.

13.4 We are not required to pay any Legal Costs on your behalf unless there is sufficient money held by us in the Trust Account to pay the whole of any outstanding Legal Costs (including accrued interest). That is, if there is only sufficient money held in the Trust Account to pay part of the outstanding Legal Costs (including interest), then there is no obligation whatsoever on us to transfer some or all of those monies in part payment despite the fact that interest may start, or continue, to accrue.

13.5 If monies are paid into the Trust Account we will advise you how it has been applied by issuing to you a Trust Account statement periodically or at the same time we give to, or send, you a Bill.

13.6 Subject to clauses 13.7, 14.1(c) and 14.1(d), we will refund any Surplus Trust Monies to you.

13.7 If we are providing any other legal services to you (that is, acting on your behalf in another matter or other matters),we may at our absolute discretion:

- a. allocate some or all of the Surplus Trust Monies (if any) to be held in the Trust Account in relation to the other matter or matters; or
- b. apply some or all of the Surplus Trust Monies (if any) in payment of outstanding Legal Costs including interest incurred in relation to the other matter or matters.

## 14. TRUST ACCOUNT AUTHORITY

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14.1 You irrevocably authorise us to:

- a. receive on your behalf and deposit into the Trust Account any monies due to you, including monies due to you in the course of or as a result of the Work;
- b. direct the payer of any funds you are entitled to receive (including any order of a court or tribunal awarding any payment in your favour) to pay those funds to the Trust Account.
- c. draw on any monies which may from time to time be standing to your credit in the Trust Account in respect of:
  - I. the Legal Services (that is, this matter). or
  - II. any other legal services provided now or in the future by us to you (that is, any other matter or matters in which we act on your behalf now or in the future),

in payment of the whole or part of any outstanding Legal Costs (including accrued interest) incurred as a result of us providing:

- I. the Legal Services; or
  - II. any other legal services (that is acting on your behalf in any other matter or matters);
- d. transfer between trust ledgers for any of the matters that we are acting on your behalf.

## 15. DUTIES

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15.1 We will:

- a. provide the Legal Services and carryout the Work with professional skill and diligence.
- b. ensure that, so far as is reasonable, we keep you informed about the progress of your matter. and

- c. not be required to institute court proceedings nor do any more Work nor take a further step in the matter if you have breached your duties or any other provision of this Agreement.

15.2 You must:

- a. fully co-operate with us and assist us to do the Work and effectively act for you.
- b. reasonably consider our recommendations and advice before giving us instructions.
- c. make all reasonable efforts to be available to give us instructions in relation to the Work.
- d. if there are more than one of you, nominate a primary contact with whom we will communicate, and who is duly authorised by you to, and responsible for, giving us instructions on behalf of all of you.
- e. if you are a company, nominate a primary contact with whom we will communicate, and who is duly authorised by a directors resolution, (or a company resolution as the case may require) to, and responsible for, giving us instructions on behalf of the company.
- f. make arrangements so that we can contact you if you are (or anticipate being) absent from your home or business during a time when we may need to receive instructions from you.
- g. keep us informed of your current contact information, including:
  - home, postal and email addresses;
  - home, work and mobile telephone numbers;
  - an emergency or alternate contact person.
- h. provide us with full, complete and accurate instructions including disclosing to us all such information, documentation and other material that is, or might be, relevant to the conduct of the matters in relation to which we are providing legal services to you .
- i. answer fully, completely and honestly all reasonable questions and queries made by us to you which we in our discretion determine are, or are potentially likely to be, relevant to, or impact on, the matters in relation to which we are providing legal services to you.

## 16. QUALIFIED ADVICE

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- 16.1 From time to time the advice we give you might be based on assumptions and/or qualifications and we will tell you when we give you the advice what those assumptions and/or qualifications are.
- 16.2 You must consider our advice having due and proper regard to our assumptions and/or qualifications.

- 16.3 We will not be liable for any part of our advice that relies upon an assumption if it is later discovered that the assumption was incorrect.

## 17. SECURITY FOR COSTS

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- 17.1 You and where applicable the Associate guarantee and indemnify us in respect of all Legal Costs that may become owing to us pursuant to the terms and conditions of this Agreement.
- 17.2 If you, and where applicable the Associate, comprise more than one person, the guarantee and indemnity referred to in Clause 17.1 is acknowledged as being given jointly and severally by all such persons (in this Clause 17 referred to as "Guarantors").
- 17.3 The Guarantors must, if and when asked by us, provide us for security for Legal Costs (which security may include a mortgage, charge, lien or bill of sale over the Guarantor's property) and for this purpose the Guarantors hereby grant us such security in and over any and all property owned by the guarantors at any time.
- 17.4 If we require security, we are entitled to stop doing the Work until the security we have requested is given. If the security is not given within a reasonable time, we are entitled to terminate this Agreement.
- 17.5 The Guarantors acknowledge that we may require the Guarantors to give us a mortgage or other security over the Guarantor's assets to better secure the payment of Legal Costs payable under this Agreement.
- 17.6 The Guarantors agree to sign all documents and do all things necessary to ensure that the security is provided.
- 17.7 The security shall be on such terms as we deem reasonable including the interest rate, terms and that the Legal Costs due and payable in accordance with this Agreement or anticipated are secured to our satisfaction.
- 17.8 The Guarantors also acknowledge that we may lodge a caveat over all or any of the property the Guarantors own and maintain such caveat until the Work is fully completed or until this Agreement has been terminated and all monies owing to us have been paid in full.
- 17.9 If we require the security to be formalised, we will prepare all the documents and the Guarantors must do everything needed to ensure that this security is given and if applicable registered, and the Guarantors appoint us as their Attorney to sign any documents for this purpose.
- 17.10 The Guarantors must pay the costs of preparing, stamping and registering the security within fourteen (14) days at our request unless we make another Agreement with the Guarantors in writing.

## 18. CHANGE OF SOLICITORS

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- 18.1 You may change solicitor or law practice at any time.
- 18.2 You must however give us reasonable notice in writing of the change to a new solicitor or legal practice, and tell us the details of the new solicitor or legal practice.
- 18.3 We may charge you for reasonable Legal Costs incurred up to the time when the notice is given to us.
- 18.4 We may retain your file until all Legal Costs and accrued interest are paid in full.

## 19. ACKNOWLEDGEMENT AND UNDERTAKING

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- 19.1 You expressly acknowledge and undertake, and confirm by accepting this Agreement, that:
- a. before you accepted this Agreement you were given the opportunity to seek independent advice as to the legal and practical nature and effect of, and whether or not it is in your interests to enter into, this Agreement.
  - b. you have read and understand this Agreement.
  - c. you agree to be bound by the terms of this Agreement.
  - d. you are authorised to make this Agreement with us and give instructions to us relating to our provision of Legal Services and performance of the Work.
  - e. you have received and will retain your own copies of this Agreement and the Legal Costs Disclosure Notice.
  - f. the terms of this Agreement shall apply from the date we commenced doing the Work for you regardless of the date that this Agreement is signed.
  - g. the instructions given to us as at the date of this Agreement, and all instructions to be given to us during the term of this Agreement, are, or will be, to the best of your knowledge, information and belief correct in every detail; if you realise that any instructions that you have provided to us are incorrect you will notify us immediately.
  - h. we are entitled to rely on your instructions given in our provision of Legal Services to you and performance of the Work.
  - i. all monies paid to us are monies to which you are lawfully entitled and is not derived either directly or indirectly from unlawful activity.
  - j. we may be obliged to disclose to a court or to other parties authorised by law the contents of this Agreement and/or the source of funds used to pay your Bills.

- k. either:
- Legal Aid is not available in respect of the Work.
  - you are not eligible for a grant of legal aid. or
  - you have declined to make an application for legal aid.

## 20. STORAGE AND DISPOSAL OF YOUR FILE AND DOCUMENTS

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- 20.1 We are required to store your documents during the period of this Agreement, and for a period of seven 7 years after it has ended, unless we return the documents to you or you instruct us to deal with them in another manner.
- 20.2 At the conclusion of this Agreement we will return to you any original documents that you have supplied to us and we will store a copy of your file and all other relevant documents electronically (that is, we will scan your file and the documents and store them on our computer system and then destroy the paper copies.
- 20.3 By accepting this Agreement you are instructing us to store and dispose of your file and documents in this manner unless before it is disposed of you request your file to be released to you and all Professional Fees (Closed File Costs) are paid to us in full..
- 20.4 Once your file and documents have been scanned and stored on our computer system they will comprise a closed file.

## 21. DIGITAL RECORDING OF VOICE COMMUNICATIONS

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- 21.1 We may from time to time digitally record our voice communications with you.
- 21.2 By accepting this Agreement you are consenting to any voice communications being digitally recorded.
- 21.3 You may request, and we will provide to you by email, copies of any digital recordings.

## 22. REGISTERED SELF ASSESSOR FOR THE OSR

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- 22.1 We are a registered self-assessor for the OSR pursuant to the provisions of Chapter 12 of the Duties Act 2001.
- 22.2 You acknowledge and agree that, if the provision by us of legal services to you involves a dutiable transaction pursuant to the provisions of the Duties Act 2001, we must comply with our obligations under the Duties Act 2001, including amongst other

things, attending to have the transaction assessed for the duty payable on that transaction.

22.3 If the provision by us of legal services to you involves a dutiable transaction pursuant to the provisions of the Duties Act 2001, by accepting this Agreement you are:

- a. instructing us to either:
  - lodge with the OSR for assessment; or
  - where we are required as a registered self-assessor, assess,

all relevant documents for determination of the liability of the dutiable transaction to duty under the Duties Act 2001

- (b) acknowledging and accepting that such assessments pursuant to clause 22.3(a), whether assessed by the OSR or by us as registered self-assessor, are subject to audit and possible re-assessment by OSR audit assessors and that you may be liable for further duty and potentially liability for unpaid tax interest on any underpayment determined as a result of such re-assessment;
- (c) agreeing not to hold us in any way whatsoever liable for and/or to indemnify us and keep us indemnified against, any liability for further duty and unpaid tax interest or claims, costs, expenses, loss or other liability you may suffer or incur as a result of any such re-assessment referred to in clause 22.3(b).

## 23. ACCEPTANCE

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- 23.1 You may accept this Agreement in any of the following ways:
- a. signing and returning a copy of this Agreement to us; or
  - b. giving us instructions after receiving this Agreement from us; or
  - c. contacting us and advising us of your acceptance of this Agreement.

## 24. GENERAL

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- 24.1 The laws of Queensland apply to this Agreement.
- 24.2 Even though we may issue Bills from time to time or complete the Work, this Agreement will continue in force unless and until it is terminated.
- 24.3 Amendments to this Agreement must be made in writing and signed by you and us.
- 24.4 All provisions of this Agreement are essential terms and reasonable in all the circumstances and each provision is and shall be deemed to be severable and independent and shall not affect the validity or enforceability of any other provision.



WE'RE ALL THE  
SUITS YOU NEED

**AYLWARD GAME**  
aylwardgame.com.au

The image features a dark blue background with a subtle geometric pattern of light blue lines. On the right side, there is a large, stylized logo composed of several overlapping triangles in various shades of blue and purple. The text 'WE'RE ALL THE SUITS YOU NEED' is centered in the upper left, and 'AYLWARD GAME' with the website 'aylwardgame.com.au' is centered below it.

## USE OF EMAILS & FAXES

### GENERAL CORRESPONDENCE:

You agree to us delivering correspondence and/or documents to you and otherwise communicating with you by facsimile and/or email, unless we otherwise determine it is appropriate or necessary (legally or otherwise) to deliver correspondence or documents to you by post

I DO NOT AGREE

### BILLS:

You instruct us that you consent to the delivery of our Bills to you by facsimile transmission or email

I DO NOT AGREE

## SIGNING

### SIGNATURE BY LAW PRACTICE:

For and on behalf of the Law Practice

.....  
Date:

### ACKNOWLEDGEMENT

You and/or the Associate acknowledge that you have read and understand the contents of this Legal Costs Agreement

### SIGNATURE(S) BY CLIENT AND/OR ASSOCIATE:

.....  
Date:

.....  
Date:



 **Brisbane office**

office 07 3236 0001

United Service Club  
4th Floor, 183 Wickham Terrace  
Brisbane Q 4000

GPO BOX 1257, Brisbane QLD 4001

 **Gold Coast office**

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Paradise Point Q 4216

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