

# LEGAL COSTS DISCLOSURE NOTICE

Legal Profession Act 2007 (Qld) Part 3.4 Section 308



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# 20 MINUTE CONSULTATION

Do you want to know our legal costs disclosure notice?  
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

[aylwardgame.com.au](http://aylwardgame.com.au)

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

CALL 1800 217 217

[www.aylwardgame.com.au](http://www.aylwardgame.com.au)

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DATED: .....

## FROM

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

NAME: **Aylward Game Solicitors Pty Ltd**

ABN: **37 634 159 041**

## TO

CLIENT (or "you" and "your")

NAME:

ABN:

ASSOCIATED THIRD PARTY PAYER: (or "Associate")

NAME:

ABN:

## LEGAL SERVICES

### MATTER TYPE

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Conveyancing          | <input type="checkbox"/> Banking and Finance | <input type="checkbox"/> Employment Law  |
| <input type="checkbox"/> Civil Litigation      | <input type="checkbox"/> Family Law          | <input type="checkbox"/> Immigration Law |
| <input type="checkbox"/> Commercial Litigation | <input type="checkbox"/> Wills and Estates   | <input type="checkbox"/> Other           |
| <input type="checkbox"/> Commercial            |  |  |

WORK (Allowing for total professional time up to but not exceeding ..... hours).

## PERSONS PERFORMING THE WORK

NOTE: all work undertaken by paralegals, law clerks and secretarial and administrative staff will be supervised by a solicitor.

PRIMARY CONTACT	The work will principally be undertaken by: Mark Game - Legal Practice Director.
SUPERVISOR	The Primary Contact will be supervised by: Mark Game - Legal Practice Director.
ASSISTANTS	The Primary Contact may be assisted in undertaking the work (as and when determined by the Primary Contact and/or the Supervisor) by all other partners, solicitors, paralegals, law clerks and secretarial staff employed or otherwise engaged by us from time to time .

## LEGAL COSTS

your rights

### YOUR RIGHTS IN RELATION TO LEGAL COSTS

s.308(1)(b)(i)-(iv), (g), (i) & (l) LPA, S.315 LPA, S.317 LPA

- To negotiate a legal costs agreement with us.
- To receive a bill from us.
- To request an itemized bill after you receive a lump sum bill from us
- To request written reports about the progress of your matter and/or the costs incurred in your matter.
- To apply for costs to be assessed within 12 months if you are unhappy with our costs (see "If you dispute legal costs" below).
- To accept or reject any offer made by us for an interstate costs law to apply to your matter (see "Governing law" below).
- To notify us that you require an interstate costs law to apply to your matter (see "Governing law" below).
- To be notified of any substantial change in the matters disclosed in this Legal Costs Disclosure Notice.

### GOVERNING LAW

S.308(1)(k) & (l) LPA

- The law of Queensland will apply to the proposed Legal Costs Agreement .
- You have the right enter into a costs agreement with us on the basis that a corresponding law of another State or Territory is applicable such as where the legal services are or will be completely or primarily provided in, or where the matter has a substantial connection with, that other State or Territory.
- You have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.

## YOUR RIGHTS IF YOU DISPUTE LEGAL COSTS

S.308(1)(i) LPA

- To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay (except sophisticated clients as defined in the LPA).
- To apply to set aside the Legal Costs Agreement within six years or other times as the law permits.

## FOR MORE INFORMATION

This Legal Costs Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled 'Legal Costs – your right to know'. You can ask us for a copy, or obtain it from the Queensland Law Society Inc. or download it from their website at [www.qls.com.au](http://www.qls.com.au).

## PROFESSIONAL FEES (FIXED FEE)

S.308(1)(a) LPA

A fixed fee of «FEE» (including GST) shall apply for all work to be undertaken by us from the date of the Legal Costs Agreement to completion of the Work.

Exceptions

- Where 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.
- If the proposed Legal Costs Agreement is terminated either by you or on a permitted ground by us, you will be required to pay the proportion of the Professional Fees incurred up to the date of termination.

## PROFESSIONAL CHARGES

S.308(1)(a) LPA

Fees for the cost of services we use or supply on your behalf of and incidental to us performing the Work.

A rate of up to 5% of the total hourly rates charged on each Tax Invoice for postage (including express postage), photocopying, incoming and outgoing facsimiles, incoming and outgoing emails, outgoing telephone costs, and any other general office administration, file maintenance and storage costs.

## PROFESSIONAL FEES (CLOSED FILE CHARGES)

S.308(1)(a) LPA

If your file has been maintained by us in hard copy form it will be stored by us for seven (7) years from completion of the Work and 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. That is, these fees continue to apply after the Work is completed and/or the proposed Legal Costs Agreement is terminated.

**RETRIEVAL FEE**

Actual cost incurred by us from our Storage Facility provider.

## DISBURSEMENTS

<p>Including but not limited to 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.</p>	<p>At cost (including GST)</p>
<p>NOTE</p> <ol style="list-style-type: none"> <li>1. We will inform you of these disbursements as well as any other payments required to be made, as soon as is reasonably practicable.</li> <li>2. 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.</li> </ol>	

## APPLICABLE SCALES FIXED BY LEGISLATION

S.308(1)(a) LPA

<p>Scales of fees fixed by legislation that are applicable to legal costs to be charged pursuant to the proposed Legal Costs Agreement are</p> <p><input type="checkbox"/> Supreme Court Scale</p> <p><input type="checkbox"/> Nil applicable</p>
<p>If a scale fixed by legislation is applicable we will provide you with a copy on request.</p>

## HOW CLIENT/ASSOCIATE TO BE CHARGED

S.308(1)(a) LPA

<p><input type="checkbox"/> FEE OPTION 1</p>	<p>Professional Fees (Hourly Rate) + Professional Costs + Professional Fees (Closed File Costs) + Disbursements.</p>
<p><input type="checkbox"/> FEE OPTION 2</p>	<p>Professional Fees (Fixed Fee) + Professional Costs + Professional Fees (Closed File Costs) + Disbursements.</p>

## ESTIMATE OF TOTAL LEGAL COSTS

S.308(1)(c) LPA

<p>This estimate of the range of total legal costs is based on the information available to us at this time and may change when more information is available. It is an estimate, not a quotation and subject to change.</p>	
<p><b>Professional Fees (Hourly Rate)</b></p>	<p>From \$ ..... To \$ .....</p>
<p><b>Professional Fees (Fixed Fee)</b></p>	
<p>Professional Charges</p>	<p>From \$ ..... To \$ .....</p>
<p>Disbursements (estimated)</p>	<p>From \$ ..... To \$ .....</p>
<p style="text-align: right;"><b>TOTAL (including GST)</b></p> <p>From \$ ..... To \$ .....</p>	

# MAJOR VARIABLES LIKELY TO AFFECT ESTIMATE OF TOTAL LEGAL COSTS

S.308(1)(c) LPA

The total professional time taken to complete the matter exceeds \_\_\_\_\_ hours. AND any other disbursements that may need to be incurred.

## ESTIMATE OF RANGE OF LEGAL COSTS RECOVERABLE OR PAYABLE (LITIGATION MATTERS ONLY)

S.308(1)(f) LPA  
S.308(4)(a) LPA

If court proceedings are taken on your behalf:

- the court may order that you pay another party's costs (for example, if you lose the case).
- the court may order the other party to pay your costs (for example, if you win the case) and, as a general rule, this will not necessarily cover the whole of the legal costs you are liable to pay us.
- in the event the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the propose Legal Costs Agreement.

### Legal Costs that may be recoverable if litigation successful

Professional Fees (Hourly Rate)	From 50% To 70%
Professional Fees (Fixed Fee)	From 50% To 70%
Professional Charges	From 50% To 70%
Professional Fees (Closed File Costs)	From 0% To 0%
Disbursements	From 90% To 100%

### Legal Costs that may be payable if litigation unsuccessful

Professional Fees (Closed File Costs)	From 50% To 70%
Disbursements	From 90% To 100%

### Jurisdiction in which litigation to be conducted

- General rule that successful party may recover costs.
- General rule that each party bears own costs.

If your case is to be resolved by alternate dispute resolution, prior to any agreement resolving the matter this firm will provide you with a reasonable estimate of our costs payable by you on settlement, a reasonable estimate of the costs you may obtain from the other party at trial if the matter proceeded to trial and the outcome is favourable to you or a reasonable estimate of the costs you may have to pay the other party if the matter proceeded to trial and the outcome is not favourable to you.

NOTE:

1. It is not possible at this time to provide an accurate percentage or amount of costs recoverable or payable and the ranges given are merely estimates.
2. Despite the general rule costs may not be recovered or may be payable as the case may be.



## GST

All Professional Fees and Disbursements (including estimates) in this Legal Costs Disclosure Notice are GST inclusive unless otherwise stated to be exclusive of GST. You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.

## BILLING

S.308(1)(d) & (e) LPA  
S.317 LPA

### Billing intervals

Fortnightly and at conclusion of matter or otherwise agreed in writing by prior arrangements.

NOTE:

1. Fortnightly bills may be given or sent to you at fortnightly intervals from the date of receipt of your initial instructions.

### Payment terms

Bills are due and payable on receipt

NOTE:

1. On the date we give personally, fax or email, or 2 days after we post a Bill to you.

### Interest Rate on Unpaid Bills

If a Bill 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 (specified by the Reserve Bank of Australia) as at the date we gave personally or send by post the unpaid Bill to you plus 2.0% per annum.

For latest Cash Rate Target see [www.rba.gov.au](http://www.rba.gov.au)

NOTE:

1. If bills are not paid in full by the end of the 7 day period, interest will be charged on the unpaid portion until paid.
2. Part payments will firstly be applied to accrued interest and then to the outstanding amount of the bill.

### Legal Costs Contact



**Mark Game**

Legal Practice Director

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



**Ian Field**

Legal Practice Director

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



**Kate Roberts**

Legal Practice Director

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

### Solicitors lien

If you do not pay our bill(s) the Legal Costs Agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the bill(s) is/are paid.

## CHANGES to disclosure

### YOUR RIGHTS

We will inform you, as soon as is reasonably practicable, of any substantial changes to anything contained in this Legal Costs Disclosure Notice.

## LEGAL SERVICES

### ACKNOWLEDGEMENT

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

### SIGNATURES

.....

Date:

.....

Date:

WE'RE ALL THE  
SUITS YOU NEED

**AYLWARD GAME**  
aylwardgame.com.au





 **Brisbane office**

office 07 3236 0001

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4th Floor, 183 Wickham Terrace  
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 **Gold Coast office**

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Paradise Point Q 4216

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