

Disclosure Notice

s308 *Legal Profession Act 2007* (Qld)

1. Legal Fees – Your Rights

- 1.1 You have the right to:
- (a) Negotiate costs with us
 - (b) Receive a bill of costs from us
 - (c) Request an itemised bill of costs after you receive a lump sum bill from us
 - (d) Apply for costs to be assessed within 12 months if you are unhappy with our costs
 - (e) Apply for our agreement with you to be set aside within 6 years
 - (f) Be notified of any substantial change in the matters disclosed in this Notice
- 1.2 More information about your rights: www.qls.com.au and www.lsc.qld.gov.au

2. Incorporated Status of This Law Practice

- 2.1 This law practice is an incorporated practice, and we advise that:
- (a) Liability is limited by a scheme approved under professional standards legislation
 - (b) The provision of, as requested by you from time to time:
 - (i) *Legal Advice Work*: advices including briefing barristers and experts
 - (ii) *Litigation and Advocacy Work*: management of causes of action, court actions, including all interlocutory steps, associated alternative dispute resolution processes, hearings or trials, appeals and judgment execution/enforcement.
 - (c) The provision of legal services is regulated by the *Legal Profession Act 2007* however, the provision of non-legal services under the proposed Costs Agreement is not regulated by that legislation
 - (d) This information relates to all matters that you may instruct us on an ongoing basis
 - (e) The law of Queensland will apply to our agreement with you

3. How This Law Practice Charges

- 3.1 We do not charge an hourly rate. Our fees are calculated as a fixed fee (based on the type and size of your claim plus costs awarded by a court (pursuant to the court scale of costs relevant to the case))
- 3.2 Outlays (also called expenses and disbursements) are sums of money which we pay (or become liable to pay) to others on your behalf. We will inform you of these outlays as well as any other payments required to be made before same are incurred
- 3.3 Our estimates are based on the information available to us to date. We reserve the right to revise this estimate if new information becomes available which substantially changes the parameters of the matter (ie. if Third Party action is commenced)
- 3.4 We will notify you in writing before incurring further fees/costs
- 3.5 Tax Invoices containing information of professional fees, other charges, disbursements and expenses will be sent to you at the conclusion of each stage and/or the matter.
- 3.6 Payment of tax invoices is required within seven (7) days
- 3.7 If any tax invoice remains unpaid for fourteen (14) days, interest may be charged on the unpaid amount at a benchmark rate being the rate prescribed by regulations under the *Legal Profession Act 2007*
- 3.8 In the event that you do not pay any of our tax invoices, our agreement entitles the exercise of a solicitor's lien. The lien allows us to suspend work, cease acting for you and retain all your documents and funds in trust (if any) until the account is paid

Address

37 Connor Street
Burleigh Heads Q 4220

Contact Us

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3.9 We may also invoice you for outlays we incur. Outlays (also called expenses and disbursements) are sums of money which we pay (or becomes liable to pay) to others on your behalf. These may include, for example:

- (a) Experts' reports
- (b) Filing fees and other Government Charges (including stamp duty)
- (c) Other law practice fees (including barrister)
- (d) Postage, courier and messenger fees
- (e) Process servers and investigators fees
- (f) Search fees (including obtaining institutional records)
- (g) Transaction specific banking charges
- (h) Transcripts charges
- (i) Travel and accommodation expenses
- (j) Witness fees and expenses

4. Engagement of Another Law Practice (eg., Barrister)

4.1 In the event that we engage on your behalf another law practice to provide specialist advice or services (for example: a Barrister) you will be advised beforehand

5. Ending Arrangements

5.1 You may end this agreement at any time by written notice, however, you remain liable for our costs incurred up to that time

6. Collection of Monies

6.1 You hereby irrevocably authorise, direct and instruct us to collect all monies (including sums claimed, interest accrued thereon and costs ordered to be paid) on your behalf