

Costs Agreement



View Legal

Costs agreement

1 Definitions

1.1 In this document:

Term	Definition
Disbursements	Means any costs or expenses incurred by us in connection with the Work.
GST	Has the meaning given to that term in A New Tax System (<i>Goods and Services Tax</i>) Act 1999 (Cth).
Price	Means the price specified on our website for the Work on the date the instructions are submitted, or as otherwise notified to you.
Providers	Means our related entities, affiliated organisations, service providers and other agencies, who may be located in Australia or overseas.
us, our or we	Means View Legal Pty Ltd ACN 168 702 707.
Work	Means the work you have requested us to undertake, pursuant to the instruction form you have submitted.
you or your	Means the person or organisation submitting instructions for the Work.

2 Work, Price and Disbursements

- 2.1 You have engaged us to undertake the Work for the Price.
- 2.2 You agree to pay the Price and Disbursements for doing the Work.
- 2.3 You agree that all invoices will be provided to you electronically, unless you expressly request an invoice to be issued in hard copy.
- 2.4 You may accept this agreement in writing or by continuing to give us instructions about the Work.

3 Service guarantee

- 3.1 Our Price is guaranteed in relation to the service provided.
- 3.2 If at any time you believe the value we provide does not reflect the Price please contact us immediately so we can agree an adjustment.

4 Disbursements

- 4.1 We may incur GST-free costs or non GST-free costs as your agent. If requested, we will give you the tax invoice from the relevant supplier.
- 4.2 To the extent any Disbursements are incurred by us, you agree to pay us the amount we incur on your behalf.

5 Payments

- 5.1 We will issue you with a tax invoice after substantive completion of the Work. Where instructions for the Work have been submitted to us via our website, you authorise us to immediately charge any credit card details you have provided for the Work.
- 5.2 If an unpaid invoice is issued, you agree to pay that tax invoice in full within 14 days of the date of issue. We reserve the right to charge interest on overdue accounts at the rate equal to the Cash Rate Target set by the Reserve Bank of Australia (as at the date on the tax invoice) plus 3.5%.
- 5.3 You authorise us to pay the Price and Disbursements from money held in trust on your behalf, provided we give you 7 days written notice of our intention to do so.

6 Your rights

- 6.1 You have the right to:
- (a) negotiate this document 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) request written reports about the progress of your matter and the costs incurred in your matter;
 - (e) apply for costs to be assessed within twelve months if you are unhappy with our costs;
 - (f) apply for this document, or a provision of it, to be set aside;
 - (g) accept or reject any offer we make for an interstate costs law to apply to your matter;
 - (h) notify us that you require an interstate costs law to apply to your matter;
 - (i) Be notified of any substantial change in the matters disclosed in this notice.
- 6.2 This document 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 fact sheet titled Legal Costs - Your Right to Know. You can ask us for a copy, or obtain it from, for example, the Queensland Law Society or download it from their website.

7 Disputes

- 7.1 The following avenues are open to you under the terms of the *Legal Profession Act 2007* (Qld). In the event of a dispute in relation to legal costs:
- (a) 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; and
 - (b) to apply to set aside the costs agreement within six years or other times as the law permits.

8 Incorporated status

- 8.1 We are an incorporated practice and we advise that:
- (a) all legal services provided under this document will be provided by an Australian legal practitioner;
 - (b) the provision of legal services is regulated by the *Legal Profession Act 2007* (Qld) however the provision of non-legal services under this document is not regulated by that legislation; and
 - (c) the information in this clause is provided to you in relation to all matters that you may instruct us on an ongoing basis.

9 Multiple clients

- 9.1 When acting for more than one person in doing the Work, we endeavour to act in the best interests of each person.
- 9.2 If we conclude it is impossible to act in the best interests of each person, we will advise each of you to seek separate advice.
- 9.3 At our discretion, any instructions we receive from one of you may be taken to be instructions from all of you.
- 9.4 All persons are jointly and severally responsible for paying the Price and Disbursements.

10 Reliance

- 10.1 Our advice is given exclusively to you and we are not responsible to anyone else for any loss or damage they suffer as a result of them relying on our advice.
- 10.2 To the extent permitted by law, you agree that our liability for any loss or damage you suffer as a result of our Work is capped at \$10,000,000.
- 10.3 If we are requested to retain original documents, including wills and attorney documents, on your behalf, you agree to ensure your executors are advised of the location of the documents. To the extent permitted by law, you agree that our storage and custody of your will is a courtesy service, which does not require us to positively monitor newspapers or any other publication which may contain death notices.
- 10.4 You acknowledge you are advised, and have had the opportunity, to seek independent advice about this document.
- 10.5 You agree that you have satisfied yourself that you fully understand the limitations of any Work we do for you. In general terms, these limitations are as follows, namely:
- (a) an entry level package - the only Work that we will do for you is to check that our master documents and all online question and answer interfaces are accurate;
 - (b) a compliance level package - our Work relates to confirming that the legal documentation produced is accurate based on what we have been specifically told;
 - (c) a comprehensive level package – our Work covers confirming that the documentation appears appropriate based on what we have been told and a legal signoff on any specific issues raised with us; and

- (d) a concierge level package - our Work covers confirmation that the documentation appears appropriate based on what we have been told, legal signoff on any specific issues raised with us and any other additional issues that we identify.

11 Retention of files

- 11.1 All of our files are stored electronically only, with no physical files maintained.
- 11.2 You authorise us to:
 - (a) destroy your file, including electronic records, after seven years from the completion of the Work; and
 - (b) retain a physical or electronic copy of your file (including any confidential information or intellectual property) if you request the file from us.
- 11.3 In relation to files transferred to our firm from another firm, we review and scan any physical documents we believe are relevant and then destroy the file.

12 Privacy

- 12.1 We may collect, use and disclose personal information about you.
- 12.2 We use and disclose personal information collected about you for the purposes of doing the Work for you, for internal business purposes and to provide other information that we believe may be of interest to you.
- 12.3 Your personal information may be provided to our Providers who assist us in providing the Work to you. Some providers are based overseas or use overseas infrastructure (in countries including United States of America, New Zealand, South Africa, India, Hong Kong, Singapore, United Kingdom, Bangladesh, Argentina and Philippines) to perform services for us.
- 12.4 Unless you specifically request us not to, if we receive any instructions or information from an intermediary on your behalf (for example, including but not limited to, your accountant, financial adviser or risk adviser), we may provide your personal information to that intermediary as your agent.
- 12.5 You (and any client who you represent) consent to the appointment of View Legal Pty Ltd and its Providers to act as agent in relation to any company registration process we are instructed to assist with, including the correction of any errors.
- 12.6 Unless you specifically request us not to, you should assume that all telephone calls, virtual meetings and any in person meetings will be recorded as a digital file and often transcribed into a Word document for quality, compliance and training purposes.

13 Termination

- 13.1 You may terminate this document at any time by giving written notice to us however you remain liable for the Price and Disbursements incurred up until that time, as determined by us acting reasonably.
- 13.2 If you do not pay monies in accordance with this document, we may suspend work and cease acting for you.

- 13.3 We may terminate this document by giving at least seven days' written notice to you for any reason.
- 13.4 We may retain possession of your file until all outstanding payments of the Price and Disbursements have been paid.

14 Questions or concerns

- 14.1 If you have any concerns with the performance of the Work or wish to discuss legal costs, please contact View Legal director Matthew Burgess on 0403 209 977.
- 14.2 If you are still not satisfied with the way your concern has been resolved, you may contact for example, the Queensland Law Society on +61 7 3842 5842 or GPO Box 1785, Brisbane, Queensland 4001, Australia.

15 General

- 15.1 The law of Queensland will apply to this document.
- 15.2 You have the right to enter into a costs agreement with us on the basis that a similar law of another state or territory is applicable, for instance where our services are being primarily provided in another state or territory or where the matter has a substantial connection with that other state or territory.
- 15.3 Further 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.