

Costs Agreement



Costs agreement

1 Definitions

1.1 In this document:

Term	Definition
Agent	Means any accountant, financial planner, insurance broker, lawyer or other adviser you ask us to liaise with and their authorised representatives.
Associate	Has the meaning given to that term in the <i>Income Tax Assessment Act 1997</i> (Cth).
Disbursements	Means any costs or expenses incurred by us in connection with the Work.
Email	Means the email to which this document is attached, including any other documents attached to that email.
Further Letter	Means the correspondence we will send you about the Further Work, setting out the Price and Disbursements payable by you for the Further Work.
Further Work	Means each new set of instructions for further work received from you.
GST	Has the meaning given to that term in A New Tax System (<i>Goods and Services Tax</i>) Act 1999 (Cth).
Initial Work	Means the work described in the Email.
Law Society	Means the body responsible for setting and enforcing professional standards of lawyers in each Local Jurisdiction.
Local Jurisdiction	Means the state or territory in which you reside and in the event of uncertainty, is deemed to be Queensland.
Price	Means the amount charged by View Legal Pty Ltd for professional services.
Providers	Means our Associates, 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 Initial Work and any Further Work.
you or your	Means the person or organisation that has engaged us to perform Work.

2 Work, Price and Disbursements

2.1 You have engaged us to undertake the Initial Work for the Price.

2.2 If you instruct us to undertake any Further Work, we will:

- (a) send you a Further Letter;
- (b) provide an updated Price; and
- (c) notify you of any Disbursements likely to be payable.

- 2.3 Each Price is guaranteed for 30 days from the date it is given. Acceptance by us of a request to perform the Work more than 30 days after we have provided a Price is at our sole discretion.
- 2.4 You agree to pay the Price and Disbursements for doing the Work.
- 2.5 You agree that all invoices will be provided to you electronically, unless you expressly request an invoice to be issued in hard copy.
- 2.6 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 to discuss an adjustment to the Work, Price or both.

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 Agent

- 5.1 You authorise us to liaise with the Agent as your agent to complete the Work until you tell us otherwise, including issuing advice, documentation and tax invoices to the Agent.
- 5.2 You agree the Agent is acting on your instructions and has your authority to:
 - (a) communicate with us about the Work;
 - (b) give us instructions and receive our advice about the Work;
 - (c) receive notices from us on your behalf; and
 - (d) give comments and material to us, solely to assist us perform the Work and provide our legal advice to you.

6 Payments

- 6.1 You confirm that you have read and understood the Cyber Alert at the end of this document.
- 6.2 If instructions for the Work have been submitted to us via our website:
 - (a) then after substantive completion of the Work, which may be upon the provision of draft documents, you authorise us to immediately charge any credit card details that have been provided for the Work; and
 - (b) if an unpaid tax invoice is issued, you agree to pay that tax invoice in full within 14 days of the date of issue. We can 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%.

- 6.3 If instructions for the Work have not been submitted to us via our website:
- (a) we will issue a tax invoice after substantive completion of the Work, which may be upon the provision of draft documents; and
 - (b) you agree to pay the tax invoice in full within 14 days of the date of issue. We can 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%.

7 Your rights

- 7.1 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; and
 - (i) be notified of any substantial change in the matters disclosed in this notice.
- 7.2 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 contact the Law Society in your Local Jurisdiction (or in the event of uncertainty, 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).

8 Disputes

- 8.1 The following avenues are open to you under the terms of the Legal Profession Act of your Local Jurisdiction (or in the event of uncertainty the *Legal Profession Act 2007 (Qld)*).
- 8.2 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.

9 Incorporated status

- 9.1 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 in your Local Jurisdiction (or in the event of uncertainty, the *Legal Profession Act 2007 (Qld)*), however the provision of non-legal services under this document is not regulated by this 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.

10 Multiple clients

- 10.1 When acting for more than one person in doing the Work, we endeavour to act in the best interests of each person.
- 10.2 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. If you have any doubts that we are unable to act in your best interests, you must seek separate advice.
- 10.3 At our discretion, any instructions we receive from one of you may be taken to be instructions from all of you.
- 10.4 All persons are jointly and severally responsible for paying the Price and Disbursements.
- 10.5 When acting for more than one person in doing the Work, you acknowledge that information obtained from one person may be shared by us with each other person.

11 Execution of documents

- 11.1 Where you have engaged View Legal to produce legal documents for you and View Legal provides those documents to you or your Agent for execution, you acknowledge that:
 - (a) it is your responsibility to ensure that those documents are appropriately signed and witnessed; and
 - (b) View Legal is not responsible for following up you or your Agent to ensure this has been done.

12 Reliance

- 12.1 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.
- 12.2 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.
- 12.3 If we are requested to retain original documents, including wills and attorney documents, on your behalf, you agree to ensure your executors and attorneys 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. In addition, you accept that View Legal has no ongoing retainer to and is not liable to keep you informed of changes you should make or consider making to any documents prepared by View Legal, including as a consequence of future changes in the law.

12.4 You acknowledge you are advised, and have had the opportunity, to seek independent advice about this document.

13 Documents provided by a trusted adviser

13.1 During the course of us acting for you, we may be provided with information from your Agent. Such information may include:

- (a) trust deeds and amendments of trust deeds;
- (b) company constitutions;
- (c) financials for your companies and trusts;
- (d) self-managed superannuation trust deed and amendments;
- (e) financials for self-managed superannuation funds;
- (f) details of any binding death benefit nominations and pension arrangements; and
- (g) details of assets and liabilities of you personally and held via entities including ownership and value.

13.2 You should be aware that information provided to us by your Agent may sometimes be incorrect and the information should be scrutinised by you to ensure that your intentions are fulfilled, as we are not in a position to confirm the correctness of the information.

13.3 If there is a possibility that the information that has been provided to us by your Agent is not correct, please advise us urgently so that steps can be taken to check the accuracy of the information provided. Unless we hear from you otherwise, we will assume the information provided is correct and we will not be liable for any loss suffered by you or anyone else claiming to suffer a loss as a result of any incorrect information that we have relied upon to advise you and prepare your documents.

14 Retention of files

14.1 Subject to clause 14.4, all of our files are stored electronically only, with no physical files maintained.

14.2 You authorise us to:

- (a) destroy your file, including electronic records, after seven years from the date of the Email; 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.

14.3 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.

14.4 If you request us to store a physical file or document, you consent to us:

- (a) charging you a fee for the storage, release or perusal of such physical file or document;
- (b) the fees charged by us in accordance with clause 14.4(a) will be our reasonable fees as published from time to time on our website at <https://viewlegal.com.au/secure-storage-fees/>; and

- (c) charging you any postal or courier fees on a cost recovery basis for the return of any physical file or document.

15 Privacy

- 15.1 As we collect, use and disclose personal information about you, the terms of our Privacy Policy apply. Our Privacy Policy may be accessed at <https://viewlegal.com.au/privacy-policy/>.
- 15.2 You acknowledge that you have read and consent to our Privacy Policy.
- 15.3 You (and any Agent) 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.
- 15.4 Unless you specifically request us not to, you authorise us to record all telephone calls, virtual meetings and any in person meetings as a digital file and to transcribe or convert the recording to a Word document for quality, compliance and training purposes at our discretion.

16 Copyright

- 16.1 All legal advice, documents, and materials provided by View Legal Pty Ltd are protected by copyright. You are granted a limited license to use these materials solely for the purpose for which they were provided. You may not reproduce, distribute, or transmit any part of these materials in any form or by any means, including but not limited to electronic or mechanical methods, without the prior written permission of View Legal Pty Ltd.
- 16.2 Furthermore, you agree not to input any legal advice, documents, or materials provided by View Legal Pty Ltd into any generative AI systems or similar technologies without our explicit consent.

17 Termination

- 17.1 You may terminate this document at any time by giving written notice to us however you remain liable for the Price and Disbursements up until that time, as determined by us acting reasonably.
- 17.2 If you do not pay monies in accordance with this document, we may suspend Work and cease acting for you.
- 17.3 We may terminate this document for any reason by giving at least seven days written notice to you.
- 17.4 We may retain possession of your file until all outstanding payments of the Price and Disbursements have been paid.

18 Questions or concerns

- 18.1 If you experience a problem with the performance of the Work or wish to discuss the Price, please contact View Legal director Matthew Burgess on 0403 209 977.
- 18.2 If you are still not satisfied with the way your concern has been resolved, you may contact the Law Society in your Local Jurisdiction, or in the event of uncertainty the Queensland Law Society on +61 7 3842 5842 or GPO Box 1785, Brisbane, Queensland 4001, Australia.

19 General

- 19.1 The law of Queensland will apply to this document.
- 19.2 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.
- 19.3 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.

Cyber Alert

Funds transfer critical information

People across Australia **have lost money** when hackers have impersonated a law practice or another party involved in a legal matter by altering electronic communications including email, fax, social media, text, instant messaging, applications, file sharing and documents including PDF or Word documents. The following steps are critical to reduce this risk and if you are involved in a transfer of funds these are our expectations of you in helping to reduce the risk of such loss. Any retainer with us is on the basis of the following acknowledgements by you.

To **View Legal**. In this matter, where payment details are contained in an electronic communication or document, I acknowledge I:

X MUST NOT

Transfer any funds (send, deposit, pay or transfer) of more than \$10,000 Australian dollars or its equivalent in any other currency (or give any funds transfer information I receive to someone else) **without first** telephoning the apparent original sender to verbally confirm the account number, details and amounts by **reading out and reading back the account and BSB numbers** (or other specific payment details where applicable, e.g. if not a bank account) **and confirming any instructions**; and

✓ MUST

Give the same warnings to anyone else known to be connected to the matter and anticipated to be involved in transferring or receiving any funds or funds transfer information (including but not limited to, agents, brokers, family members, accountants).

I must also:

- when calling to check payment details above, **only use a phone number for the apparent original sender which I have verified from a source that is different to the communication containing those details**, for example a separate paper communication or checking the person's website or white or yellow pages telephone listing;
- contact the sender to check legitimacy **before** I open attachments, or click on hyperlinks or download buttons in unexpected emails; and
- contact you immediately if in any doubt about emails or any other electronic communications that appear to have come from you.

PLEASE NOTE: I also acknowledge **View Legal** will not transfer money out of your practice until you are able to verify any funds transfer information by a voice call to confirm those details (**by reading out and reading back the account and BSB numbers** or other specific payment details where applicable, e.g. if not a bank account). **I understand I must make sure I can be contacted if I need any funds transferred by a specific time, otherwise my objectives may not be met.**