

## **Costs Agreement**



View Legal

# Costs agreement

## 1 Definitions

1.1 In this document:

<b>Term</b>	<b>Definition</b>
<b>Agent</b>	Means any accountant, financial planner, insurance broker, lawyer or other adviser you ask us to liaise with and their authorised representatives.
<b>Associate</b>	Has the meaning given to that term in the <i>Income Tax Assessment Act 1997</i> (Cth).
<b>Disbursements</b>	Means any costs or expenses incurred by us in connection with the Work.
<b>Email</b>	Means the email to which this document is attached, including any other documents attached to that email.
<b>Further Letter</b>	Means the correspondence we will send you about the Further Work, setting out the Price and Disbursements payable by you for the Further Work.
<b>Further Work</b>	Means each new set of instructions for further work received from you.
<b>GST</b>	Has the meaning given to that term in A New Tax System ( <i>Goods and Services Tax</i> ) Act 1999 (Cth).
<b>Initial Work</b>	Means the work described in the Email.
<b>Law Society</b>	Means the body responsible for setting and enforcing professional standards of lawyers in each Local Jurisdiction.
<b>Local Jurisdiction</b>	Means the state or territory in which you reside and in the event of uncertainty, is deemed to be Queensland.
<b>Price</b>	Means the amount charged by View Legal Pty Ltd for professional services.
<b>Providers</b>	Means our Associates, affiliated organisations, service providers and other agencies, who may be located in Australia or overseas.
<b>us, our or we</b>	Means View Legal Pty Ltd ACN 168 702 707.
<b>Work</b>	Means the Initial Work and any Further Work.
<b>you or your</b>	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 The Work includes a minimum of two meetings with us. If the first meeting is held, and you subsequently elect not to proceed before any other work has been completed by us (or you do not respond to requests for further information within 10 days of the first meeting), you will be charged 40% of the Price and the engagement will be terminated. If we have completed any other work beyond the first meeting, you agree that the full Price will be payable.
- 2.6 You agree that all invoices will be provided to you electronically, unless you expressly request an invoice to be issued in hard copy.
- 2.7 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 We will issue a tax invoice after substantive completion of the Work, which may be upon the provision of draft documents.

- 6.2 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%.

## **7 Referral fee**

- 7.1 In return for identifying the need for you proceeding with having us advise in relation to your estate planning, the Agent who introduced you to us is paid a referral fee of 10% of the Price of the package selected from the following scope, [here](#). If the engagement is terminated and the full Price is not paid to us by you, the referral fee will accordingly be reduced to 10% of any amount that is paid to us.
- 7.2 If a separate scope (regardless of the Price paid to us) is provided, the maximum referral fee payable to your Agent is 10% of the concierge service level for the 'multiple testamentary trusts (couple) package' [here](#).
- 7.3 The referral fee is payable to your Agent as follows:
- (a) within 30 days of you paying the Price to us, View will confirm to the Agent the referral fee payable and request a tax invoice; and
  - (b) after receipt of the Agent's tax invoice by View, the referral fee will be paid to the Agent by View.
- 7.4 No referral fees are paid for any other work outside the scope [here](#).
- 7.5 Until you either pay the Price or attend the first meeting with View as outlined in the scope [here](#), you may refuse to enter into this agreement. Your payment of the Price or attendance at the first meeting is a deemed acceptance of this agreement. If you refuse to enter into an agreement with us, no referral fee is paid to your Agent.
- 7.6 For clarity, in no circumstances:
- (a) is the referral fee recovered from you;
  - (b) will your Agent influence the nature, style and extent of the representation to you by us;
  - (c) will the position in relation to your privacy or on termination (as set out in this document) be impacted on.

## **8 Your rights**

- 8.1 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.

8.2 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).

## **9 Disputes**

9.1 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)*).

9.2 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.

## **10 Incorporated status**

10.1 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.

## **11 Multiple clients**

11.1 When acting for more than one person in doing the Work, we endeavour to act in the best interests of each person.

11.2 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.

11.3 At our discretion, any instructions we receive from one of you may be taken to be instructions from all of you.

11.4 All persons are jointly and severally responsible for paying the Price and Disbursements.

- 11.5 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.

## **12 Execution of documents**

- 12.1 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.

## **13 Reliance**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 You acknowledge you are advised, and have had the opportunity, to seek independent advice about this document.

## **14 Documents provided by a trusted adviser**

- 14.1 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.
- 14.2 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.

- 14.3 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.

## **15 Retention of files**

- 15.1 Subject to clause 15.4, all of our files are stored electronically only, with no physical files maintained.
- 15.2 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.
- 15.3 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.
- 15.4 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 15.4(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.

## **16 Privacy**

- 16.1 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/>.
- 16.2 You acknowledge that you have read and consent to our Privacy Policy.
- 16.3 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.
- 16.4 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.

## **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.