

COSTS AGREEMENT AND DISCLOSURE STATEMENT

Client Name: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Matter: _____

Papson Legal is pleased to provide you with legal services. As part of engaging our firm, we are required by law to provide you with information about our legal costs. This information is listed below.

This document is both a Disclosure Statement under s 3.4.9 of the Legal Profession Act 2004 (Vic) (the 'Act'), as well as an offer to enter into a Costs Agreement with our firm pursuant to s 3.4.26 of the Act.

You may accept the Costs Agreement and Disclosure Statement by writing to us indicating your acceptance, by returning a signed copy of this document or by continuing to give us instructions in this matter (for example via reply email acknowledging acceptance of this Costs Agreement and Disclosure Statement and providing us with further instructions).

1. The basis on which our fees will be calculated

Legal fees

Subject to you entering into a Costs Agreement with us, our charges are determined by hourly rates charged in 6 minute units. Our lawyers record the time they spend when they work on your matter and each lawyer has an hourly charge rate which reflects that lawyer's skills and experience. **The lawyer primarily responsible for your matter is NATHAN PAPSON, Principal Lawyer, whose rate is \$300 per hour (excluding GST).** At times it may be appropriate to delegate some tasks to other legal, paralegal or clerical staff.

If you order documentation of a standard nature that has a fixed price, without any additional advice, then the fixed price will apply to that product. Papson Legal's fixed pricing for various legal documentation is available on our website.

All fees and disbursements will incur 10% Goods and Services Tax ('GST'), unless a particular fee is exempt.

Disbursements

In providing legal services to you it may also be necessary to incur other fees, expenses and charges including Court filing and issue fees, barristers and other experts fees, bank charges, travel expenses, stamp duty, courier fees, long distance telephone charges, photocopying fees and company and other search fees.

These fees, expenses and other charges we incur on your behalf are referred to as disbursements. We will charge you at cost for any disbursements we incur on your behalf. You must pay reasonable disbursements including GST incurred by this law practice on your behalf either on demand or at the conclusion of this matter.

We may also request that you provide us with payment in anticipation of this practice incurring a disbursement on your behalf.

If there are disbursements to be incurred that are unusual (for example briefing a barrister) we will seek your instructions before incurring the expense.

2. Your Rights

- You have a right to negotiate a costs agreement with us. You may want to seek independent legal advice before agreeing to the legal costs we propose to charge in this matter.
- You have a right to receive a bill of costs from us.
- You have a right request an itemised bill of costs within 30 days after receiving a lump sum bill from us.

- You have a right to be notified of any substantial change to the matters disclosed in this statement under section 3.4.16 of the Act.

3. Our estimated legal costs

Based on the preliminary instructions that we have received, we estimate that the total legal costs including our charges and disbursements (but excluding GST) is as follows (alternatively, you may have received correspondence from one of our lawyers that outlines the estimated costs for this assignment – in which case that cost estimate should be used for the purposes of this Costs Agreement and Disclosure Statement).

Estimate of legal costs \$ _____

This estimate is not binding on us as the work required may change. The estimate is based on our current understanding of the present circumstances of this matter. If the scope of this matter and your instructions to us change, we will revise this estimate.

A major variable affecting the legal costs payable in this matter is the scope of what is required (including any ongoing or follow up work that is unexpected) – which will in turn affect the actual time spent on the assignment and also affect disbursements. Complexity, risk and value of the transaction are also variables affecting legal costs payable.

4. Our invoices

We will send you an invoice at suitable intervals during the matter and at the end of this matter. We may ask you to pay an amount in advance to cover expenses or on account of our charges.

Our invoices are payable within 14 days of the invoice date.

If you do not pay our bill we may be entitled to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our bill is paid.

5. Interest on unpaid invoices

If a bill remains unpaid 30 days after you receive it, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2%, at the date the bill is issued.

6. Your right to progress reports

You have a right to request a written report of the progress of this matter and/or a written report of the legal costs incurred to date or since our last bill (if any).

7. If you have a concern about our legal costs

If you have any concerns about our legal costs, please do not hesitate to contact NATHAN PAPSON, Principal Lawyer on (03) 9078 4430.

8. Dispute in relation to our legal costs

The following avenues are open to you in the event of a dispute about legal costs :

- (i) Apply for a costs review under Division 7 of the Act within 12 months after being given a bill, a request for payment is made or the costs are paid without a bill being given or request for payment being made;
- (ii) Apply for the costs agreement to be set aside under section 3.4.32 of the Act;
- (iii) Make a complaint to the Legal Services Commissioner under Chapter 4 of the Act. This includes making a complaint that includes a civil dispute to the Legal Services Commissioner within 60 days after the legal costs were payable or within 30 days after as request for an itemised bill was complied with.

9. Jurisdiction

The law of Victoria applies to legal costs in this matter.

10. Corresponding law

You have the right to :

- (i) Accept under a corresponding law a written offer to enter into an agreement with this law practice that the corresponding provisions of the corresponding law will apply; or
- (ii) Notify this law practice in writing, within the time allowed by the corresponding law, that you require corresponding provisions of the corresponding law will apply to this matter.

11. Engagement of another lawyer or law practice

In providing legal services for you it may be necessary to engage another law practice (including barristers) to provide specialist advice or services.

We will consult you about the terms of these engagements before incurring the expense. We will provide you with a statement setting out the rates and estimated costs of any other law practice we propose to engage as soon as the retained law practice provides this information to us.

12. If we cease to act for you or you stop using this law practice

Circumstances may arise (such as a conflict of interest), which make it impossible for us to continue to act for you. We may also cease acting for you if you do not accept reasonable advice we give you relating to your matter, or you fail to give us instructions as required.

We may also cease acting for you if you fail to provide us with payment in advance of this law practice incurring a disbursement on your behalf when requested.

We will notify you immediately if any of the above matters arise.

If we cease to act for you :

- We will take steps to remove our name from the court record in any court proceedings;
- You will receive a final account which will include all outstanding legal costs;
- You must pay our legal costs up until the date we cease to act; and
- We may retain your file and keep your documents until we are paid subject to any other statutory requirements.

If this law practice ceases to act for you during the course of this matter and before there is an outcome, then all legal costs incurred up to the date of the termination will be charged.

You may end our engagement by written notice at any time. If this occurs then all legal costs incurred up to the date of the termination will be charged and become immediately payable. Depending on circumstances, we may be entitled to exercise our right to a common law lien by retaining documents relating to any matters we are conducting on your behalf.

Acknowledgement

I ACKNOWLEDGE that I have:

- received this Costs Agreement and Disclosure Statement pursuant to Part 3.4 of the Act; and
- read, understood and approved this Costs Agreement and Disclosure Statement.

Signature

Signature

Print name

Print name

Dated: / /20

Once you have completed this form, please return it to Papson Legal by post (PO Box 1147, Armadale North, Victoria 3143) or email legal@papsonlegal.com.au. Please contact our office on (03) 9078 4430 or email us if you require further assistance.