

This disclosure and terms sets out the basis on which you engage us on your own behalf and on behalf of any company or organisation you represent. You can agree to these terms by continuing to use our services after receiving a copy of these terms.

Confidentiality

We will treat the instructions and information you give us as confidential except as you instruct us or as required by law.

Our Accounts & Rights & GST

We normally charge for our legal services by reference to the time we spend and in accordance with hourly rates. Our current rates (exclusive of GST) are set out on the reverse of this page.

We review our rates annually and increase them and will inform you of any changes. We also charge for administrative support and external services, identified on the reverse of this page. We may require you to pay money into our trust account in anticipation of our fees and charges, including fees for support and external services.

We generally issue accounts monthly. Accounts are required to be paid 14 days upon receipt. We may charge interest on unpaid legal costs once they have remained unpaid for 30 days at the rate that is equal to the Cash Rate Target increased by 2% as at the date the account is issued by us. We may cease acting for you if accounts are not paid. If we are not paid then you hereby grant a charge over all real property held by you to Corsers Lawyers Pty Ltd as security for any unpaid accounts due and payable in future if not paid within the terms as a term of our engagement. This right extends to us being able to register a *Personal Properties Security Act* (PPS) charge over your property the subject of the claim and or any settlement proceeds arising for unpaid fees. Our fees and charges do not include any goods and services tax (“GST”) which is in addition to fees charged.

Scope of Legal Services & Other Firms

The scope of the legal work is detailed in our letter of engagement (Letter) which will set out the work. We will provide legal services to you arising from your instructions to us from time to time as in our Letter (scope) or as you may change that scope from time to time. You may find other lawyers who charge less than our standard rates detailed or lawyers who are prepared to act at less cost or at a rate set out in the Scale of Fees published by the Supreme Court. You need to consider that and whether you wish us to act for you before you proceed. Our rates and terms are as below detailed. We will endeavour to update the budgets and costs estimates as your matter proceeds.

Recovery of Costs – Litigation

If your matter involves litigation you need to be aware that costs orders even if you win will likely be very substantially less than costs you incur. Also you may have to pay the other party’s costs if you lose in addition to our costs paid.

Conflicts

If a conflict of interest arises which prevents us from continuing to act for you, we will advise you, providing reasonable notice, cease acting and we will help you try to find alternative legal representation.

Trust Moneys

Apart from payment of our fees, any moneys paid to us on your behalf or held by us on your behalf (other than cheques delivered to us for delivery to a third party) will be

paid into our trust account. It is a term of the engagement that should we receive any money from you or on your behalf other than for a specified purpose, you authorise and we are at liberty to apply that money in payment of our outstanding accounts if nothing has been heard from you disputing the accounts within 14 days after delivery.

Third Party Cheques

Unless you instruct us in writing to the contrary, any cheques which are delivered to us for the purposes of payment to or delivery to a third party will be paid or forwarded by us direct to the relevant third party and you will be taken to have authorised us to do so.

Lien

You authorise us to retain by way of lien any funds, property or documents which are from time to time in our possession or control until all fees, charges for support and external services and interest due to us have been paid.

End of this Agreement and Files

Either you or we may terminate this agreement at any time.

If either of us terminates this agreement then you will be liable and obliged to pay us for all work we have done and for all charges we have incurred or incur, including work properly done and charges properly incurred after the date of termination. We are entitled to retain custody of any of your papers, documents or files until all unpaid accounts are paid in full. Our files are and remain our property and we are not obliged to release them. We own copyright in all documents we author in supplying our services and you have the right to use those documents only for the purposes for which they are supplied. If we retrieve the file at your request and copy papers for you then you will pay our costs and reasonable charges for same. We destroy our files 7 years after a matter is completed. If you do not retrieve your papers, documents or files within that period we have your authority to and will destroy them along with our files.

Limitation of Liability

Where you suffer loss or damage as a result of conduct by us constituting negligence, breach of contract, breach of fiduciary duty or otherwise giving rise to a liability on our part, then (to the extent that the law allows effect to be given to a contractual provision for the limitation of damages or compensation):

- we will not be liable for any damage or compensation to the extent that your loss or damage is caused or contributed to by you or other persons; and
- the damages or compensation recoverable by you will not exceed the amount of the Sum Insured for the purposes of the compulsory professional indemnity insurance required under the *Legal Practitioners Act 1981* and is limited pursuant to a scheme regulated under the Professional Standards Legislation and no claims beyond the published limit are able to be brought against Corsers.

Personal Information

We collect personal information for the purpose of providing legal services and other purposes such as inviting you to events or as we are legally required to. You may request access to your personal information by contacting us.