



General Terms of Engagement

Your continued use of our website & services constitutes agreement to be bound by the following terms.

Legal practice in Western Australia is regulated by the Legal Profession Act 2008 (WA) (the "Act"). The Act requires solicitors to provide certain information to their clients in relation to a number of things including how legal fees are charged and invoiced as well as who will be responsible for your matter and your right to have bills reviewed.

Free consultations

We offer free initial consultations. Free consultations are limited to one (1) 15 minute telephone or online (Zoom) consultation or one (1) online form question.

We will do our best to provide initial information and advice based on the information you provide. However, the nature of your legal issue may preclude us from providing detailed information and/or advice.

Engaging us

If you want to engage us, we will send you a Costs & Engagement Agreement (Agreement), usually via email. The Agreement will set out the work to be done for you, who will do the work, how we calculate our costs and how we invoice you. We usually send the Agreement and ask you to return a signed copy or an email confirming your acceptance before we commence work. However, if your matter is urgent, we will send the Agreement as soon as practicable.

The Agreement and these General Terms of Engagement will, in combination, make up our costs & engagement agreement with you. The Agreement will override these General Terms of Engagement to the extent that they are inconsistent with the Agreement.

If anything in the Agreement and/or General Terms of Engagement is inconsistent with or does not comply with the Act, it will be excluded, varied or read down to be consistent with, and comply with, the Act.

Acceptance of terms

You may accept the Agreement in writing, orally or by instructing (or continuing to instruct) us to undertake work on your behalf. If you instruct us (or continue to instruct us, including verbally or by email) to undertake work on your behalf it will be deemed that you have accepted the Agreement and/or these General Terms of Engagement.

Conduct of the matter and responsibility

Our Agreement will name a lawyer who will be responsible for your matter. Other staff will be involved in your matter from time to time as required.

Fees

Our professional fees will be calculated on a fixed fee or time-cost basis, or a combination of them. The Agreement will set out the method applicable to your matter. If no method is specified in the Agreement, our professional fees will be calculated on a time-cost basis.

If our professional fees on a matter are to be calculated on a time-cost basis:

- The hourly rates for work to be performed by our lawyers, paralegals and law clerks will be set out in our letter of engagement;
- Our time will be charged in units of six minutes, rounded up to the next full six minutes if the time spent is not a multiple of six minutes (for example, if 10 minutes is spent it will be rounded up to 12 minutes or two units); and
- No charge will be made for secretarial or administration staff except in circumstances where, due to the requirements of your matter, the staff are attending to work on your matter that removes them from the office (such as filing/lodging of documents) or requires them to work outside normal office hours.

Where we act for you on a fixed fee basis, if you decide not to proceed after instructing us to act, you agree to pay a portion of the agreed fixed fee as follows:

Stage of Work	% Payable
Instructions received: work not started	0%
Instructions received: work planned, clarification of instructions/scope of work sought from you, but no work started	10%
Instructions received: correspondence exchanged, and work started but less than 50% completed	25%

Work 50% or more completed (but less than 100% completed)	50%
Work 100% completed	100%

Disbursements

Our invoices will also include disbursements incurred by us or paid by us on your behalf. These include photocopying charges, telephone and facsimile transmission charges, printing of emails and documents, travel fares and expenses, stamp duty and fees paid to third parties such as registration fees, land title and company search fees, court fees and the fees of others engaged by us on your behalf (such as couriers, barristers and expert witnesses). You may be asked to approve the terms of engagement of any third party whom we engage on your behalf.

Most disbursements are charged at their cost to us, but we will charge a service charge in addition to the charge to us for some internal disbursements such as photocopying, facsimile transmissions, printing of emails and documents, and STD and IDD telephone calls. Details of our current disbursement rates are set out in the Agreement.

You agree to pay or reimburse the following disbursements invoiced in each matter:

- those incurred with your prior authority; and
- those incurred without your prior authority where:
 - it was not reasonably practicable for us to seek your authority and we considered it desirable to incur the disbursement for the proper conduct of the matter; or
 - the amount of the disbursement is not significant having regard to the nature of the matter.

We may ask you for funds in advance for our professional fees or for disbursements that we will be required to incur on your behalf.

Billing procedures

You are entitled to, and will, receive a bill of costs (invoice) for any work done on your behalf.

We will usually send you an invoice on completion of your matter for fixed fee matters or monthly for time-cost matters. In some matters we may to send you an invoice on completion of part of our work on the matter.

Each invoice will contain details of our professional fees, expenses and disbursements. If you want a breakdown of the professional fees you can request it within 30 days of receiving the invoice.

Unless other payment terms are agreed, each invoice is payable within 15 days of you receiving it.

Interest on our unpaid costs

If our invoice is not paid in full by the due date, we may charge you interest on the unpaid amount at the rate prescribed by the regulations under the Act. This will be noted on each invoice we send to you.

If we charge interest on our costs, any subsequent payment made by you will be credited first to any unpaid interest that has accrued on our unpaid costs by the date of the payment and then any balance left over will be credited towards payment of our unpaid costs.

Disputing our costs

If you have an issue with our costs you should first contact the lawyer responsible for your matter. We will attempt to answer your questions and resolve any dispute fairly and promptly.

If we cannot resolve a dispute you may:

- apply to have the invoice assessed by the Supreme Court;
- apply to the Supreme Court to set the invoice aside; or
- lodge a complaint with the Legal Profession Complaints Committee.

Trust moneys

Before we commence work on your matter and from time to time during our work, we may ask you to provide funds to us in advance to pay our costs and/or disbursements. Any funds paid in advance will be deposited to your credit in our trust account. If we hold such funds in our trust account, these General Terms of Engagement and the Agreement authorise us to transfer the funds in payment of invoiced fees and disbursements in accordance with the Act.

Payment

You may pay us by:

- EFT;
- cash, bank cheque or money order; or
- credit card.

Electronic Funds Transfer (EFT)

You may pay for all of our professional services and other charges by making an Electronic Funds Transfer (EFT) from your bank account into our bank account. The payment details are set out in our invoices.

Cash, bank cheque or money order

We accept cash (in Australian dollars) for all of our professional fees, disbursements and other charges. Cash payments may only be made in person. Bank cheque or money order payments may be made in person or by post.

Credit Card

We accept payment by Visa or MasterCard for our professional fees, disbursements and other charges.

A lower limit of AUD\$100 and an upper limit of AUD\$3,000 apply for all credit card transactions. Credit card payments may be made in person, by phone, or online via the link on our invoice.

Privacy protection

As part of providing legal services to you we may collect personal information about you from you and other sources. We handle and use this personal information in accordance with our privacy policy.

Except as required by law, we do not use your personal information for any purpose other than directly in relation to the provision of legal services to you, updates on your matter, invitations to events and seminars that we believe may be of interest to you, and to allow us to maintain proper business records.

You consent and authorise for us to disclose your personal information to third parties, including but not limited to courts, parties to litigation, valuers, experts and barristers where it is directly in connection with our provision of legal services to you or necessary to maintain proper business records.

Our responsibility to you

We will be liable to you only for that proportion of the total loss that we have caused or to which we have contributed and we will not be liable for any consequential loss.

We will not be liable for any loss or failure to provide the services which is caused by an unexpected delay or which arises as a result of us relying on any false, misleading or incomplete information.

To the extent permitted by law, our total liability for any claim against us, including for any implied warranties, is limited to the amount paid to us for the services or, if we choose, to supplying you the services again.

Ending our agreement

You may end our agreement at any time by giving us written notice. We may end our agreement if:

- you fail to pay our invoices;
- you fail to provide us with adequate, timely instructions;
- you give instructions that are deliberately false or intentionally misleading;
- you fail to accept an offer of settlement that we think is reasonable;
- you fail to accept or act on advice that we give you;
- you engage another law practice to act for you on the same matter without our consent;
- we believe that we have a conflict of interest;
- you indicate to us that we have lost your confidence;
- you fail to pay into our trust account an amount we ask you to provide to us on account of our costs and/or disbursements; or
- there is, in our sole discretion, any other good reason.

If you or we end our agreement, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date that the Agreement comes to an end. For fixed fee matters, you must pay that proportion of our fixed fee that we reasonably estimate has been incurred in respect of legal services provided to you up to the date that the agreement comes to an end, plus charges, expenses and disbursements.

Retention of files

We reserve the right to keep your files and documents if there is any money owing to us for fees or disbursements, even if this agreement has been terminated by us, regardless of the reason for termination.

These General Terms of Engagement authorise us to destroy your files in a matter after a period of seven years from the date we provide you with our final invoice.

Applicable law

The law of Western Australia applies to legal costs regarding this agreement.