



ENTERPRISE

LEGAL

BUILT FOR BUSINESS

**COSTS AGREEMENT
AND
DISCLOSURE STATEMENT
ELBIZDOCS SERVICES**

COSTS AGREEMENT

BETWEEN

CLIENT: THE CLIENT

AND

FIRM: ENTERPRISE LEGAL (QLD) TRADING PTY LTD ACN 621 481 507 TRADING AS
ENTERPRISE LEGAL QLD

1 COSTS AGREEMENT

1.1 This document, including:

- (1) Schedule A – Costs Disclosure Statement; and
- (2) Schedule B – Costs Agreement Particulars (**the Particulars**);

is an offer from us to enter into a Costs Agreement with you.

1.2 If you accept this offer, you will be regarded as having entered into this Costs Agreement with us and you will be bound by the terms and conditions contained herein.

1.3 You will be deemed as having accepted this Costs Agreement if you place an order for an ELBizDoc product through our website, www.enterpriselegal.com.au (**the Website**).

1.4 We are not obliged or required to act for you in your matter until you have accepted our offer and complied with any conditions contained in this Costs Agreement, including payment of any requested sum.

2 CLIENT

2.1 We will take our instructions from the party identified at Item 1 of the Particulars (or any other party, subject to us receiving an Authority to Take Instructions authorising us to take instructions from another party) and that party will be responsible for the payment of our costs and disbursements.

3 THE WORK WE WILL CARRY OUT

3.1 The work we will carry out is set out at Item 2 of the Particulars (**the Work**).

3.2 We may use any staff within the Firm to carry out the Work as we consider it appropriate to do so, but the Work will always be supervised by a Principal Legal Director.

4 PROFESSIONAL COSTS AND DISBURSEMENTS

4.1 We agree to carry out the Work on a fixed fee basis, for the amount set out at Item 3 of the Particulars (**the Fee**).

4.2 'Fixed fee basis' means that we will not charge you any more (or less) than the agreed amount to carry out the Work, even if we spend more (or less) time than originally anticipated.

4.3 Your matter may have additional steps or stages outside those identified or agreed to at Item 2 of the Particulars. Such stages or steps are outside the scope of the Work and are not included in the Fee.

4.4 If we identify additional steps or stages, we will provide you with an additional fixed fee quote (or equivalent) at the appropriate time, but always before carrying out any work associated with the additional steps or stages. You can, at your discretion, either accept or decline the work and fixed fee quote associated with the additional steps or stages.

4.5 In the course of your matter it may be necessary to incur disbursements, which are fees, expenses and charges outside of our professional fees and which include (but are not limited to) search fees and property enquiries, court filing fees, bank charges, courier fees, barrister's fees, Titles registration fees, agency fees and process serving.

- 4.6 The Fee does not include disbursements and disbursements are included in addition to the Fee, unless otherwise stated.
- 4.7 Disbursements are payable as and when they fall due for payment. We will not incur any substantial expense without first obtaining your permission.

5 COSTS CALCULATION AND DISBURSEMENTS

- 5.1 Despite our agreement to charge you the Fee, we are still required in accordance with regulations to disclose to you how our professional costs are calculated for the legal services we perform.
- 5.2 Our professional costs are calculated as follows:

Any staff member who works on your matter will record the time they spend according to the following rates:

Principal Legal Director	Hourly rate of	\$ <u>440.00</u>	inclusive of GST
Senior Lawyer	Hourly rate of	\$ <u>330.00</u>	inclusive of GST
Lawyer	Hourly rate of	\$ <u>220.00</u>	inclusive of GST
Paralegal	Hourly rate of	\$ <u>110.00</u>	inclusive of GST
Clerk	Hourly rate of	\$ <u>110.00</u>	inclusive of GST

Our costs are determined by applying these hourly rates to the units of time recorded by each staff member on your matter. Time is recorded in 6 minute units, rounding up to the nearest six minute unit (e.g. the time recorded for a phone call of up to 6 minutes will be 6 minutes and the time recorded for an attendance between 6 and 12 minutes will be 12 minutes).

6 GOODS AND SERVICES TAX (GST)

- 6.1 The *A New Tax System (Goods and Services Tax) Act 1999* (Cth) imposes GST on our costs and on some disbursements we may pay on your behalf.
- 6.2 The Fee and all other costs are exclusive of GST unless otherwise specified.
- 6.3 You must pay the GST specified in our account in the same manner as you pay the Fee and all other costs.

7 PAYMENT OF ACCOUNTS

- 7.1 You must make payment of the Fee upfront, at the time of placing your order for the Work. We do not have to, and will not, start work for you until payment of the Fee has been made.

8 CHANGE OF SOLICITOR OR FIRM

- 8.1 You may change solicitor or firm at any time. You must give us written notice of the new solicitor or firm.
- 8.2 We may charge you for costs and disbursements incurred up to the time when the notice is given to us, in accordance with the terms set out in this Costs Agreement.
- 8.3 We may retain your file until all costs and disbursements are paid.
- 8.4 If either party cancels this engagement, we can exercise any lien arising pursuant to Section 258 of the *Legal Profession Act 2007* or otherwise by law. A lien is a right we can exercise in certain circumstances to hold documents, money, (including general trust money) or other property until legal costs due or becoming due to us are paid.
- 8.5 If either of us cancels our engagement and your file is transferred to another lawyer, we may keep the documents on your file that belong to us and we may keep a copy of the documents on your file belonging to you. We can charge you for the work done in relation to the cancellation of our engagement.

9 TERMINATION

- 9.1 You may terminate this Costs Agreement and withdraw your instructions at any time and for any reason.
- 9.2 We may terminate this Costs Agreement and/or stop acting for you if:
- (1) you breach your obligations under this Costs Agreement;
 - (2) you do not pay an account on time;
 - (3) you indicate you have lost confidence in us;
 - (4) we discover a conflict of interest;
 - (5) you do not follow our advice or recommendations;
 - (6) for professional or ethical reasons, we decide we cannot continue to act for you in your matter;
 - (7) you behave abusively or obscenely, through the use of language or otherwise, towards any staff member;
 - (8) we consider continuing to act for you could place any of our staff in jeopardy; or
 - (9) you lose legal capacity or we suspect you have lost legal capacity (acting reasonably).
- 9.3 We will give you reasonable notice of our intention to terminate this Costs Agreement or to stop acting for you.
- 9.4 If this Costs Agreement is terminated by us or by you, we are entitled to all outstanding costs and disbursements up to the time of the termination.

10 COMMUNICATION

- 10.1 You must immediately notify us of any change to your contact details.
- 10.2 All communications will be sent to the most recent address provided and we accept no responsibility for miscommunications or inaction that results from your failure to keep address details current.
- 10.3 It is our policy, wherever possible, to communicate by electronic communications (e-mail), including sending of our accounts.
- 10.4 There is a possibility that e-mails may be intercepted by a third party with neither us or you being aware, which may put confidentiality at risk. By engaging our services you agree that you are aware of this risk and agree we can contact you and send any information in relation to your matter (which may contain information which is confidential or subject to legal professional privilege) by e-mail.
- 10.5 You also agree we can communicate by email with other parties we have to deal with in doing the Work. We will not be liable to you if another person intercepts or interferes with such communications or for any other defect that arises from the use of such communications.
- 10.6 You acknowledge and agree that we have informed you that hackers have been targeting matters like yours and diverting funds from intended accounts. This has meant that clients of law practices across Australia have lost their money. You acknowledge and agree that you will help reduce this risk by:
- (1) not transferring any money more than \$2,000.00 without first telephoning Enterprise Legal to verbally confirm the account number, details and amounts;
 - (2) not contacting Enterprise Legal using a phone number listed in any communication from us that asks for money or sets out account numbers or details without first checking the phone number in a prior separate paper communication from us or checking our website or white or yellow pages telephone listing;
 - (3) not opening attachments, clicking on hyperlinks or downloading buttons in unexpected emails or correspondence without first contacting the sender to check legitimacy;
 - (4) contacting Enterprise Legal if you have any doubt about emails or other electronic communications that appear to have come from us;
 - (5) giving the same warnings to anyone else involved in your matter; and/or
 - (6) contacting Enterprise Legal telephonically to confirm any changes to our bank account details or your bank account details.

- 10.7 You acknowledge and agree that we have advised you all incoming and outgoing calls to our Firm are recorded, for the purpose of record keeping and audio file notes. You further acknowledge that you have consented to being recorded, which consent can at any time be revoked (upon providing written notice to our Firm).

11 DOCUMENTS AND FILES

- 11.1 We own the copyright in any advice or other document we prepare or provide to you. You do not receive, nor do you have, any interest in our copyright.
- 11.2 The contents of our file for your matter are our property, other than documents the law says are your property (such as documents we prepare for your benefit and charge you for).
- 11.3 By signing this Costs Agreement (or by otherwise engaging our services), you agree that we may keep your file in an electronic format and destroy the hard copy of your file (if any) once your matter is finalised. If you wish to keep a hard copy of your file please contact us before your matter is finalised.
- 11.4 By signing this Costs Agreement (or otherwise engaging our services), you instruct us to destroy your file (the hard copy and/or the electronic copy) after seven (7) years from the completion of your matter, without any further instructions from you. You should arrange to collect it from us before then if you wish to keep it.

12 PRIVACY

- 12.1 You consent to us:
- (1) collecting personal information and sensitive information (**Information**) about you to enable us to perform the Work and to protect your legal position;
 - (2) using and disclosing the Information to any person as is necessary to perform the Work and protect your legal position; and
 - (3) using the Information to market our services and products to you (unless you request we cease doing so).
- 12.2 The type of people we may disclose Information to includes Enterprise Legal Lawyers staff, other solicitors, barristers, judges, court staff, witnesses, accountants, people providing expert advice to us or you, our agents, people providing other services to us and any other person we may deal with from time to time.

13 JURISDICTION

- 13.1 The law of Queensland governs this Costs Agreement.
- 13.2 The parties submit to the exclusive jurisdiction of the courts in Brisbane and agree that any lawsuit must be heard in those courts.

14 SEVERANCE

- 14.1 If anything in this Costs Agreement is unenforceable, illegal or void then it is severed and the rest of this Costs Agreement remains in force.

SCHEDULE A
COSTS DISCLOSURE STATEMENT

1 IMPORTANT NOTICE

This Costs Disclosure Statement discloses important information to you about how your legal costs will be calculated and your rights and obligations in accordance with the *Legal Profession Act 2007* (Qld) (the **LP Act**).

2 YOUR RIGHTS

You have the right to:

- (1) negotiate a costs agreement with us;
- (2) receive a bill of costs from us;
- (3) request an itemised bill of costs after you receive a lump sum bill from us;
- (4) request written reports about the progress of your matter and the costs incurred in your matter;
- (5) apply for costs to be assessed within 12 months if you are unhappy with our costs;
- (6) apply for this Costs Agreement to be set aside;
- (7) accept or reject any offer we make for an interstate costs law to apply to your matter;
- (8) notify us that you require an interstate costs law to apply to your matter;
- (9) be notified under section 315 of the LP Act of any substantial change to the matters disclosed under this section; and
- (10) accept this offer under a corresponding law in another jurisdiction if you notify us in writing and provide us with the provisions that apply to your matter within the time frame stipulated by that corresponding law.

3 MORE INFORMATION

For more information about your rights, please visit the Queensland Law Society Website, and read the fact sheet titled *Legal Costs – your right to know and Your right to challenge legal costs*.

SCHEDULE B
COSTS AGREEMENT PARTICULARS

Item Number	Detail
Item 1 – Client	Means each of the person/s who orders the ELBizDocs product through the Website (by clicking the 'Start' button and/or entering payment details) and/or who completes the interview process that follows.
Item 2 – The Work	We agree to undertake the work specified under the heading, 'What is included with this ELBizDoc' on the Website page on which you ordered the ELBizDoc (the Work).
Item 3 – The Fee	We agree to charge you the fixed fee specified on the Website page on which you ordered the Work (the Fee).
Item 4 – Disbursements	The Fee includes disbursements, unless otherwise specified. If we need to incur disbursements on your behalf, we will contact you prior to incurring them.
Item 5 – The work we will not do	The work that does not form part of the Work, nor part of our Costs Agreement includes the provision of: <ul style="list-style-type: none"> (1) financial advice; (2) accounting advice; (3) taxation advice; (4) any other work outside of the Work; and (5) any work specifically excluded on the Website page on which you ordered the Work.
Item 6 – Commencement Date	We will commence the Work upon the later of us receiving: <ul style="list-style-type: none"> (1) a completed interview summary (sent to us after you have completed the interview on the Website page on which you ordered the Work); and (2) payment of the Fee.