

Disclosure and Costs Agreement Precedent

(Legal fees less than \$3000 excl. GST and disbursements)

INSTRUCTIONS FOR USE

This precedent is designed to comply with the [Legal Profession Act 2007 \(Qld\)](#). Practitioners are reminded that there may be other statutory compliance requirements.

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Modify highlighted sections as required.

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Document layout: You may change this to a single column layout in Microsoft Word by clicking 'Layout → Columns → One'.

'Basis of calculating legal costs' and 'Ending this Costs Agreement' has an option for fixed fee work or hourly rate work, delete the option not required.

Ensure the payment terms under 'Billing and Interest' are consistent with the payment terms on your invoice. If you do not operate a trust account, consider including the clause highlighted in blue.

If you wish to use the client engagement precedent as a **trust account authority**, you should obtain the client's signature. You may use an e-signing platform. Consider adding a clause in relation to the *Electronic Transactions (Queensland) Act 2001* (Qld). Under 'Billing and Interest' consider deleting the clause highlighted in blue as it is included in the 'Trust Money' clause.

If your practice is an incorporated legal practice or a multi-disciplinary practice, you may need to include a disclosure under s 123 or s 152 of the *Legal Profession Act 2007* (Qld).

For those who are Lexon insured, ~~see Lexon's Client Intake Pack for further information to consider before you are engaged to act.~~

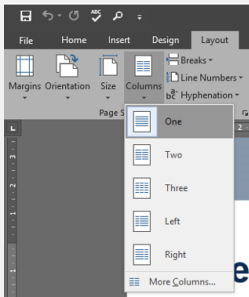
- ~~for conveyancing matters: under *Joint Clients* note the modification to the general rule with respect to receiving instructions from joint clients in order to comply with the Lexon Conveyancing Protocol; and~~
- ~~see Lexon's Client Intake Pack for further information to consider before you are engaged to act.~~

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This precedent is **not** suitable for conditional fee agreements ~~and/or~~ uplift fees ~~or engaging another law practice or counsel~~ and may not be suitable for ~~engaging counsel~~, a third party provider ~~or ongoing engagements, or another law practice.~~

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Remove this page, these instructions and all highlighting on completion.



DISCLOSURE COSTS AGREEMENT

<<Client Name(s)>> Date DD/MM/YYYY

What this document contains

<<Firm Name>> ("we / us / our") sets out in this document:

- (a) Information that we are required to disclose pursuant to s 307B of the *Legal Profession Act 2007* (Qld) as our fees are not anticipated to exceed \$3000 exclusive of GST and disbursements;
- (b) <<Information that we are required to disclose pursuant to s 123 and/or and 152 of the *Legal Profession Act 2007* (Qld)>>
- (c) The basis upon which we offer to provide legal services; and
- (d) Our offer to enter into a Costs Agreement for <<scope of work>> (the "work") set out below together with our proposed terms and conditions.

(6)>> minute increments (or part thereof). The time for the work is likely to be <<time to complete work>> making a total of \$<<total sum of hourly legal fees including GST>> including GST.

In addition, we estimate the amount of the disbursements to be \$<<disbursements ex GST>> plus GST of \$<<GST on disbursements>> making a total of \$<<disbursements including GST>>.

We estimate your total legal costs to be \$<<legal fees + disbursements + GST>>.

We will advise you as soon as practicable of any substantial changes to our estimate of legal costs. If it becomes apparent that our legal fees will exceed \$3,000, including if the work is varied by you, a detailed disclosure will be provided to you.

DISCLOSURE

1. Your rights

You have the right to:

- negotiate a costs agreement with us;
- receive a bill from us;
- request an itemised bill after receipt of a lump sum bill;
- be notified under s 315 of the *Legal Profession Act 2007* (Qld) of any substantial change under this Section.

2. Scope of work

The legal services to be provided comprise:

<<scope of work>>

3. Basis of calculating legal costs and estimates

In this document, "legal costs" means our fees and disbursements (if any) inclusive of GST.

There <<is / is not>> a scale of costs that applies to any of the legal costs for the work.

<<Optional clause - if there is a scale, insert details>>

<<Option 1 fixed fees>>

Our fees for the work will be calculated as a lump sum fixed fee which is in the amount of \$<<lump sum legal fees ex GST>> plus GST in the amount of \$<<GST on legal fees>> making a total of \$<<lump sum legal fees including GST>>.

In addition, we estimate the amount of disbursements to be \$<<disbursements ex GST>> plus GST of \$<<GST on disbursements>> making a total of <<disbursements including GST>>.

The total the legal costs for the work will be \$<<legal fees + disbursements + GST>>.

OR

<<Option 2 hourly rate>>

Our fees will be calculated on an hourly rate which is \$<<hourly rate ex GST>> plus GST and charged in <<six

4. <<Incorporated Legal Practice>> or <<Multi-disciplinary partnership>>

We are an <<incorporated legal practice or multi-disciplinary partnership>> and we advise that all legal services offered under this agreement <<will / will not>> be provided by an Australian Legal Practitioner [or by a paralegal, law clerk, administrative staff, under the supervision of an Australian Legal Practitioner]. The services that will not be provided by an Australian Legal Practitioner are <<insert details if any>>.

The provision of legal services is regulated by the *Legal Profession Act 2007* (Qld) however the provision of non-legal services under the proposed agreement (if any) is not regulated by that legislation.

The information in this clause is provided to you in relation to <<this matter only / all matters>> that you may instruct us on an ongoing basis.

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DISCLOSURE COSTS AGREEMENT

<<Client Name(s)>> Date DD/MM/YYYY

BASIS OF OUR OFFER

In addition to the basis for calculating legal costs set out above, our offer to provide the above legal services in relation to the scope of work is on the basis set out above and on the following terms.

5. <<Joint Clients>>

By having you as joint clients, we confirm that:

- information or instructions given by one client may be shared with the other joint client(s);
- if one of you insists that information or instructions be withheld from the other(s), we will have to cease acting for all of you;
- if a conflict arises between you as joint clients, you all need to engage new solicitors and you may incur additional legal costs;
- all clients are jointly and severally liable for legal costs which means that we can recover legal costs from all or any of you.



If this is a conveyance, under the Lexon Protocol you authorise us to take instructions from any one of you on behalf of all of you unless you inform us that the authority of any person to provide instruction is withdrawn.

6. Billing and interest

You consent to us delivering your bills either electronically or as agreed. Our bills are due and payable within <<X>> business days after your receipt of a bill.

You authorise us to include in our bill, legal costs due from you to us including such disbursements incurred by us on your behalf but which we have not already paid, if the relevant procedures and requirements under the Legal Profession Regulation 2017 (Qld) are complied with.

If, after <<X>> business days, you have not paid a bill, and where you have not otherwise disputed the amount of the relevant bill, interest on the unpaid amount will be charged at the lesser of <<interest rate>> or the rate prescribed under s 59(3) Civil Proceedings Act 2011 (Qld) for a money order debt and money order.

7. Trust money

- You may be requested to provide us with reasonable security for payment of legal costs in advance of us performing the work asked to pay money in advance.
- Money paid in advance will be held in our trust account until payment of our legal costs is required and authorised by law.
- Unless there is a dispute in relation to amounts owed by you, you authorise us to draw on all trust money held by us on your behalf to pay legal costs due from you to us including such disbursements incurred by us on your behalf but which we have not already paid, if the relevant procedures and requirements under the

Legal Profession Regulation 2017 (Qld) are complied with.

8. Working with you

Your obligations are to:

- give us accurate, timely and full information and instructions upon our request;
- keep us informed of any changes to your email, telephone or address;
- transfer funds promptly to our trust account when requested;
- pay our bills when they are due (except where a bill is disputed by you, in which case you may call <<X>> to raise your concerns or dispute the amount in accordance with the Legal Profession Act 2007 (Qld)); and
- comply with any reasonable cyber-security obligations notified by us to you, and otherwise take all reasonable measures to prevent attacks or the misuse of our or your information, including telephoning us and third parties (i.e. real estate agents, insurers, medical providers etc.) to confirm both our and your bank details before performing any transfer of funds, and not acting on emailed or text message requests for payment.

You consent to the provision of information electronically, and to acceptance of this agreement by electronic or digital signing.

Our office hours are <<general office hours>>.

Our contact points and the persons carrying out the work are set out in our covering letter.

If you have a matter where you urgently need assistance, please call rather than email, and indicate the urgency to the person taking your call.

We welcome feedback – good and bad. We would rather have the opportunity to rectify a problem than have a dissatisfied client. So please let us know if there is an issue, and we will do our best to provide a solution.

9. Ending this Costs Agreement

You may end this Costs Agreement and withdraw instructions at any time before we complete the work and without any stated reason.

We may end this Costs Agreement with your consent or for a good reason and on reasonable prior notice. Good reasons may include but are not limited to:

- failing to satisfy your obligations set out under this Costs Agreement;
- failing to pay our bills in accordance with this Costs Agreement;
- being unable to properly verify your identity or your authority to give instructions;
- unreasonably refusing to follow our advice;
- requiring us to act unlawfully or unethically;

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DISCLOSURE COSTS AGREEMENT

<<Client Name(s)>> Date DD/MM/YYYY

- reasonable evidence that you have lost confidence in our services, such that we are unable to continue providing our services to you in an acceptable manner; or
- failing to provide us with adequate instructions.

If we cease to act for you:

- we will remove our name from the court record in any court proceedings;
- you will receive a final bill for all outstanding legal costs;
- subject to any dispute of a bill in accordance with this Costs Agreement, you must pay our legal costs up until the date when we cease to act.

<<Option 1 fixed fees>>

If our engagement ends or your matter concludes before we complete the scope of work, you must pay that part of the fixed fee that reasonably reflects the value of the work performed to the date of the termination or conclusion of the matter, plus any expenses and disbursements which are not included in the fixed fee but have been reasonably incurred in order for us to complete the work.

<<Option 2 hourly rate>>

If our engagement ends or your matter concludes before we complete the scope of work, subject to any dispute of a bill in accordance with the *Legal Profession Act 2007* (Qld), you must pay us the value of the work performed to the date of the termination or conclusion of the matter, plus any expenses and disbursements that have been reasonably incurred in order for us to complete the work.

10. Copyright and file retention

We may use precedents and other tools in providing our services to you. You have a right to use the documents we prepare for you only for the purposes for which they are supplied. Unless otherwise agreed, we retain the copyright in any documents that we prepare for you.

You consent to:

- your documents being held in electronic form;
- us destroying any paper duplicates at any time;
- us transferring your documents to you in electronic format.

At the completion of this matter and if all outstanding legal costs are paid:

- we may write to you to seek instructions about the collection or transfer of your documents without charge, or the destruction of your documents; and

- if you do not collect or provide instructions to transfer or destroy your documents, please note the relevant legislation provides that we may destroy a client document relating to a matter if—

- it is at least 7 years since the completion of the matter; and
- we have been unable, despite making reasonable efforts, to obtain instructions from you about the destruction of the document; and
- it is reasonable in the circumstances, having regard to the nature and content of the document, to destroy the document.

11. Privacy

The *Privacy Act 1988* (Cth) and other privacy legislation may apply when we collect personal information from you. Except for your name and address, this information is also confidential and may be protected by legal professional privilege.



You consent to your email address being added to our email service. We use this service to keep all our clients up-to-date with important information about the firm (e.g. office closure due to Christmas, public holidays), urgent arrangements required resulting from public health and wellbeing, extreme weather events or natural disasters and to provide you with information that we think may be of interest to you. You can unsubscribe from this service at any time.

Confidential Information

The information you provide to us will be treated as confidential information. You agree that we may use and disclose any information you provide us (including, where reasonably required, your confidential information) as necessary in order for us to carry out your work, or as otherwise legally required or permitted by law (subject to any claims of confidentiality or privilege you may lawfully instruct us to make) or as authorised by you. This may include, where the engagement of third parties on your behalf is required for your work, the provision of your information to those third parties to enable them to provide ancillary services (e.g. document processing). Any disclosures of your confidential information will be made on a confidential basis.

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**DISCLOSURE
COSTS AGREEMENT**

<<Client Name(s)>> Date DD/MM/YYYY

<<Option 1 Single client>>

Offer to Enter into Costs Agreement

Our offer to enter into a Costs Agreement is on the terms and as disclosed on the preceding <<3>> pages and may be accepted by:

- (a) you signing and returning a signed copy to us by post or email; or
- (b) you by providing further instructions to us.

/ /

Print name	Signature	Date of signing

<<Option 2 Joint / multiple clients>>

Offer to Enter into Costs Agreement

Our offer to enter into a joint Costs Agreement with you is subject to the following terms and conditions:

- information or instructions given by any one of you may be shared with the other joint clients;
- if one of you insists that information or instructions be withheld from the other(s), we will have to cease acting for all of you;
- if a conflict arises between you as joint clients, you will all need to engage new solicitors, and you may incur additional legal costs.
- where there are joint clients, all clients are jointly or severally liable for legal costs which means that we can recover legal costs from all or any of you.

Our offer to enter into a joint Costs Agreement with you is on the terms as disclosed on the preceding <<3>> pages and may be accepted by:

- (a) all of you signing and returning a signed copy to us by post or email; or
- (b) each of you by providing further instructions to us.

/ /

Print name	Signature	Date of signing

/ /

Print name	Signature	Date of signing

<<Option – repeat signature block for each joint / multiple client>>