

General Business Terms (effective from August 2013)

1 Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice.

2 Acceptance of Offer

You may accept this offer, the Agreement and the costs disclosure and costs agreement comprised in it by: a) signing and returning this document to us; or b) continuing to instruct us. Upon acceptance you agree to pay for our services on these terms.

3 Interest Charges

Interest at the maximum rate prescribed in Regulation 110A of the *Legal Profession Regulation 2005* ("the Regulation") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

4 Recovery of Costs

The *Legal Profession Act 2004* (NSW) ("the Act") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Act) has been delivered to you.

5 Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) receive a lump sum bill in respect of legal services provided;
- (c) request and receive an itemised bill after receipt of a lump sum bill;
- (d) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- (e) request in writing, and be provided with, a written report of the progress of any matter in which you retain us or a written report of the legal costs incurred by you to date;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

We are entitled to charge you a reasonable amount for the provision of a progress report on your matter but we may not charge for the provision of a written report on the legal costs incurred by you.

Nothing in these terms and conditions affects your rights under the Australian Consumer Law.

6 Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly

and without it adversely impacting on our business relationship;

- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid;
- (c) you may apply to the Costs Assessor to set aside some or all of these terms on the grounds they are not fair or reasonable; and
- (d) you may refer a dispute about a tax invoice to the President of the Law Society or the Legal Services Commissioner for mediation if the amount in dispute is less than \$10,000.

7 Payment Methods

It is our policy that when acting for new clients, that we do one or more of the following:

- (a) approve credit;
- (b) ask the client for their credit card details.

If we ask you for your credit card details you agree that we are authorised to debit your credit card with the amount of the fees and expenses incurred in accordance with this Agreement as and when they are due and payable.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount for which credit is approved.

In any event you agree that you will not use, and you are not entitled to use any work product delivered to you under this Agreement, unless and until you have paid all outstanding fees and expenses in relation to that work product.

8 GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

9 Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

10 Termination by Us

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;

- (c) if you fail to provide us with clear or timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- (h) if in our sole discretion we consider it is no longer appropriate to act for you.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

11 Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

12 Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and
- (b) our lien will continue notwithstanding that we cease to act for you.

13 Privacy

You acknowledge the contents of our Privacy Policy (available on our website www.loyaltylegal.com.au) and consent to our acting in accordance with it.

You also authorise us to disclose such personal information where necessary to others in furtherance of your claim/matter (e.g. within the law practice; to the Court; to the other party or parties to litigation; and to valuers, experts, barristers).

14 Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.

15 Liability limited

Liability is limited by a scheme approved under Professional Standards Legislation. Legal practitioners employed by Loyalty Legal are members of the scheme.

16 Acknowledgment of our obligations to prior clients

In addition to protecting your confidential information we also protect confidential information of our other clients and our prior clients. Accordingly, you acknowledge and agree that we will not disclose to you or use for your benefit any confidential information of our other and prior clients, including clients of our Principal and other legal practitioners prior to joining this firm.

17 Engagement of another law practice

It may be necessary for us to engage, on your behalf, the services of another law practice to provide specialist advice or services, including advocacy services or to act as my/our agent. We will consult you as to the terms of that law practice's engagement, but you may be asked to enter into a costs agreement directly with that law practice. The law practice engaged by us will disclose costs in a similar manner and we will disclose those costs to you.

18 Sending Material by Email

We are able to send and receive electronic mail. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by a transfer.

19 Independent legal advice

You have the right to obtain independent legal advice before entering into this Agreement.

20 Changes to this document

The terms contained in this Agreement are subject to change. You will be informed, as soon as reasonably practicable, of any substantial changes to anything contained in this disclosure document. This version of the General Business Terms is effective from the date specified above and supersedes all prior versions.

21 Governing Law

The law of New South Wales governs this Agreement, these terms and legal costs in relation to any matter upon which we are instructed to act.

For more information about your rights, please read the facts sheet titled "Legal Costs – your right to know". You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).