



Scott Legal

LAWYERS & ADVISORS

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DISCLOSURE DOCUMENT AND COSTS AGREEMENT

LAW PRACTICE

Law Practice	Scott Legal
Incorporated by	Licage Enterprises Pty Ltd (ACN 600 469 172)
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Email	info@scottlegal.com.au
Principal Lawyer	Leanne Scott

The following **Part A (Disclosure Statement)** and **Part B (Costs Agreement)** together form a binding agreement subject to the terms and conditions set out (**Agreement**) between Licage Enterprises Pty Ltd (ACN 600 469 172) trading as Scott Legal (**Scott Legal**) and the client (**you**).

Refer to separate Website Disclaimer and Privacy Policy.

PART A – DISCLOSURE STATEMENT

Under Division 3 of Part 4.3 of the Legal Profession Uniform Law (Vic) (**Uniform Law**), we must disclose to you the following information relating to legal costs.

1. The basis on which our charges will be calculated

Subject to you entering into a Costs Agreement with us, our charges are determined by hourly rates charged in 6-minute units. For example, the time charged for an attendance of up to 6 minutes will be rounded up to 6 minutes and the time charged for an attendance between 6 and 12 minutes will be rounded up to 12 minutes. Alternatively, in some circumstances, we may agree to a fixed cost estimate based on the scope of services outlined. If the services provided exceeds the scope, then you may be charged according to our hourly rates.

Our lawyers record the time they spend when they work on your matter, and each lawyer has an hourly charge rate which reflects that lawyer's skills required in the particular matter and experience. The applicable hourly rate(s) will be provided to you. In the absence of being advised of the particular rate, the hourly rate for Leanne Scott in respect is \$330.00 (including GST) per hour or part thereof.

In providing legal services to you, it may also be necessary to incur other fees, expenses and charges, including but not limited to Court filing and issue fees, barristers' fees, experts' fees, bank charges, travel expenses, stamp duty, agent's fees, courier fees, long distance telephone charges, third party photocopying charges and company and other search fees. These fees, expenses and other charges we incur on your behalf are referred to as disbursements. If there are disbursements to be incurred that are unusual, we will seek your instructions before incurring the expense.

We will charge you at cost for any disbursements we incur on your behalf. You must pay reasonable disbursements, including GST (Goods and Services Tax), incurred by us on your behalf either on demand or at the conclusion of this matter.

We may also request that you provide us with payment in advance of us incurring a disbursement on your behalf. These funds will be held in our trust account until payment of the disbursement is required.

2. Our estimated total legal costs

Disclosure of our costs is not required if the total legal costs (excluding disbursements) is not likely to exceed \$750 (excluding GST). If the costs are likely to exceed this amount, we will provide you with a formal engagement letter including a detailed estimate of costs giving a range between the amounts (if applicable).

This estimate of total legal costs is NOT BINDING on us, as the work required may change, but is our best estimate at the point of providing the estimate based on our current understanding of the circumstances of this matter. If the scope of the matter or your instructions to us change in a way that results in a significant change to anything we have previously disclosed, including the estimate, we will revise the estimate as soon as practicable.

Recovery of costs from another party in litigious matters

If your matter becomes a litigious matter, and if you are successful, it is likely that the court will order the other party to pay some of your legal costs. These costs are usually calculated by applying the relevant court scale of costs applicable to your matter.

The costs you may recover from another party are unlikely to cover the whole of the legal costs that you must pay us. If the Court orders the other party to pay your costs, we estimate that you will recover between 60-70% of your total legal costs.

An order for costs in your favour does not affect your liability to pay all our charges and disbursements. If you cannot recover legal costs from the other party (if for example the other party goes into liquidation or becomes bankrupt), you will still be liable for your total legal costs.

Your liability for the costs of another party in litigious matters

If your matter is a litigious matter, and if you are unsuccessful, it is likely that the court will order you to pay part of the legal costs of the other party. These costs are usually calculated by applying the relevant court scale of costs applicable to your matter. We estimate that this amount could range between 60-70% of your total legal costs which you would need to pay to the other party, as well as 100% of your own legal costs.

Please note that your liability for the costs of another party, if ordered by the court, applies regardless of whether you entered into a Costs Agreement with us.

3. Your rights

- (a) You have a right to negotiate a Costs Agreement with us. You may want to seek independent legal advice before agreeing to the legal costs we propose to charge in your matter.
- (b) You have a right to negotiate the billing method with us.
- (c) You have a right to receive an Invoice from us.
- (d) You have a right to request an itemised Invoice within 30 days after receiving an Invoice that is not itemised, or is only partially itemised, from us.
- (e) You have a right to be notified of any significant change to the basis on which legal costs will be calculated or any significant change to the estimate of total legal costs.
- (f) You have the right to seek the assistance of the designated local regulatory authority (Victorian Legal Services Commissioner) in the event of a dispute about legal costs.

4. Our accounts

We will send you an Invoice at the end of each month or at suitable breaks in the matter and at the conclusion of the matter.

Unless you otherwise advise us, we will send our invoice electronically.

We may ask you to pay an amount in advance, to our trust account, to cover expenses or on account of our charges.

Our invoices are payable within 7 days of receipt.

If you do not pay our Invoice, we may be entitled to exercise a common law right known as a solicitors' lien. The lien allows us to retain your documents until our Invoice is paid.

5. Interest on unpaid accounts

If an invoice remains unpaid 30 days after we provided it to you, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the Invoice is issued.

6. Your right to request a written report on legal costs

You have a right to request a written report of the legal costs incurred to date or since our last Invoice (if any), and we must provide such a report within a reasonable period and without charge.

7. If you have a concern about our legal costs

If you have any concerns about our legal costs, please do not hesitate to contact Leanne Scott on (03) 9394 6326 or by email at leanne@scottlegal.com.au. It is important to us that, in consenting to the proposed course of action for the conduct of your matter (in particular the estimated costs), you are informed and understand the issues involved.

8. Cyber Fraud

Cyber thieves are clever. If you have received a suspicious email from us in which you are given direction to disclose personal information or make a payment which is not consistent with our Costs Agreement or discussions held directly with you, you should contact our office directly (using our known phone number and email address) before disclosing such Personal Information or making any payment.

9. Your documents

Your documents may be destroyed after seven years from the date of our final Invoice unless you write to us requesting retention for a longer period. At the end of the matter, and provided our invoices are paid in full, we will release your file and your documents as you direct upon request.

10. Jurisdiction

The Uniform Law as applied in Victoria is applicable to legal costs in this matter.

11. Engagement of another lawyer or law practice

In providing legal services for you, it may be necessary to engage another law practice (including barristers) to provide specialist advice or services.

We will consult you about the terms of these engagements before incurring the expense. We will provide you with a statement setting out the rates and estimated costs of any other law practice or barrister we propose to engage as soon as the retained law practice or barrister provides this information to us.

PART B – COSTS AGREEMENT

Division 4 of Part 4.3 of the Uniform Law allows Scott Legal and you to agree on how Scott Legal's charges are to be calculated and paid. It is called a Costs Agreement and it may be enforced in the same way as any other contract.

This document is an offer to enter into a Costs Agreement in accordance with the information contained in the Disclosure Statement (Part A) given to you in compliance with Division 3 of Part 4.3 of the Uniform Law.

If you accept these terms, the Disclosure Statement and this document will make up the complete Agreement between us for this matter.

You may accept the Agreement by writing to us indicating your acceptance, by returning a signed copy of this

document as provided in the Acknowledgement at the end of this document or by continuing to give us instructions in this matter.

1. The basis on which our charges will be calculated

Our charges will be calculated in accordance with the method (i.e. hourly rates) detailed in the Disclosure Statement (Part A) that forms part of this Agreement with you.

2. Payment of our charges

An invoice will be given to you at the end of each month or at suitable breaks in the matter and a final Invoice will be given to you at the conclusion of the matter. Our accounts are payable within 7 days of receipt.

If an Invoice remains unpaid 30 days after you receive it, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the Invoice is issued.

If you do not pay our Invoice, we may be entitled to exercise a common law right known as a solicitors' lien. The lien allows us to retain your documents until our Invoice is paid.

3. Payment of disbursements

We will charge you at cost for any disbursements we incur on your behalf. You must pay disbursements, including GST (Goods and Services Tax), incurred by us on your behalf either on demand or at the conclusion of this matter.

We may also request that you provide us with payment in advance of us incurring a disbursement on your behalf. These funds will be held in our trust account until payment of the disbursement is required.

4. Trust money

If we receive money into our trust account on your behalf, you authorise us to draw on that money to pay any amount due from you to us in accordance with the provisions of the Uniform Law and the *Legal Profession Uniform General Rules 2015* relating to the withdrawal of trust money for legal costs. A trust statement will be forwarded to you upon completion of the matter.

5. Invoices

We may give an Invoice to you in any way specified in Rule 73 of the Legal Profession Uniform General Rules 2015. For the purposes of Rule 73, you consent to receiving invoices:

- (a) by email address or mobile phone number to the address or number specified by you; or
- (b) by any other means of electronic transmission agreed to by you and us.

6. Your obligations

We require you to, and you agree to:

- (a) provide full and honest instructions relevant to your matter and any material change in your circumstances that might impact on your matter while we continue to act for you;
- (b) co-operate in the matter and do all that we reasonably request of you in a timely manner;
- (c) accept and follow our reasonable legal advice; and
- (d) provide funds in advance in accordance with this Agreement or some later arrangement.

If you fail to comply with any of these conditions, we have the option to terminate this Agreement by advising you of termination in writing.

7. If we cease to act for you or you stop using this law practice

Circumstances may arise (such as a conflict of interest) that make it impossible for us to continue to act for you. We may also cease acting for you if you breach your obligations as set out in above.

We will notify you immediately if any of the above matters arise. If we cease to act for you:

- (a) we will take steps to remove our name from the court record in any court proceedings;
- (b) you must pay our legal costs and disbursements up until the date we cease to act; and
- (c) we may retain your file and keep your documents until we are paid, subject to any other statutory requirements.

If we cease to act for you during the course of this matter and before there is an outcome, then all legal costs and disbursements incurred up to the date of the termination will be charged.

You may end our engagement by written notice at any time. If this occurs, then all legal costs and disbursements incurred up to the date of the termination will be charged.

Depending on circumstances, we may be entitled to exercise our right to a solicitors' lien by retaining documents relating to any matters we are conducting on your behalf.

8. Seeking independent legal advice

You are advised to seek independent legal advice prior to signing this Agreement or otherwise agreeing to the terms of Part A or Part B of this Agreement.

9. Acknowledgment

You ACKNOWLEDGE that you have:

- (a) read and understood the Disclosure Statement (Part A) pursuant to Division 3 of Part 4.3 of the Uniform Law; and
- (b) read, understood and approved this Agreement (Parts A and B); and
- (c) been advised of your right to get independent legal advice before entering into this Agreement; and
- (d) agreed that a binding agreement will have been formed in accordance with this Agreement in any of the following ways:
 - (i) sign the Agreement and return it to Scott Legal by hand, post, electronically or other method;
 - (ii) reply electronically to Scott Legal stating that you agree to the terms and acknowledgements set out in the Agreement received and for the email which contains your printed name or signature to be your signature in the Agreement;
 - (iii) type your name into the Agreement and confirm by email to Scott Legal that it should stand as your signature in the Agreement; or
 - (iv) any other method that would identify you as the client and your intention that you wish for your signature to be noted as being applied in the Agreement; or
 - (v) by continuing to give us instructions in this matter.