



## DISCLOSURE DOCUMENT AND COSTS AGREEMENT

LAW PRACTICE	
Law Practice	Scott Legal
Incorporated by	Licage Enterprises Pty Ltd (ACN 600 469 172)
Street Address	277 Heaths Road Hoppers Crossing, Victoria, 3029
Postal Address	PO Box 6062 Point Cook, Victoria, 3030
Phone	+61 3 9111 0078
Facsimile	+61 3 8692 1032
Email	<a href="mailto:info@scottlegal.com.au">info@scottlegal.com.au</a>
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](#).

## 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.

### 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.

Our lawyers and paralegals record the time they spend when they work on your matter, and each lawyer and paralegal has an hourly charge rate which reflects that person's skills and experience. We will advise you of the applicable rates upon request and at the time that you engage our services.

In providing legal services to you, it may also be necessary to incur other fees, expenses and charges, including Court filing and issue fees, Barristers' fees, experts' fees, bank charges, travel expenses, stamp duty, courier fees, long distance telephone charges, photocopying fees and company and other search fees.

These fees, expenses and other charges we incur on your behalf are referred to as disbursements.

We will charge you at cost for any disbursements we incur on your behalf. You must pay reasonable disbursements, including GST, 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.

If there are disbursements to be incurred that are unusual, we will seek your instructions before incurring the expense.

## **Our estimated total legal costs**

We will provide you with our estimate of legal costs. This estimate of total legal costs is NOT BINDING on us, as the work required may change, but is our best estimate at this point in time. The estimate is based on our current understanding of the present circumstances of your 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 our estimate, we will revise the estimate as soon as practicable.

## **If your matter is litigious**

If your matter is or 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 – this equates to roughly between 70-80% of your total legal costs.

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

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. You will also be responsible for payment of our 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.

## **If your matter is for a conveyance**

Our costs will be deducted at the time of settlement from the proceeds of the sale/purchase of property, provided settlement is not unduly delayed.

If you are a vendor, in the event the property does not sell within 3 months of our engagement you will receive our bill for our professional costs and any disbursements incurred by our office – in this case our bill is payable within 7 days of receipt. The balance charges will be charged at time of settlement, if the sale proceeds.

## **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 this matter.
- (b) You have a right to negotiate the billing method with us.
- (c) You have a right to receive a Bill of Costs from us.
- (d) You have a right to request an itemised Bill of Costs within 30 days after receiving a bill 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.

## **Our accounts**

Unless you otherwise advise us we will send our bills electronically.

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

If you do not pay our bill, 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 bill is paid.

## **Interest on unpaid accounts**

If a bill remains unpaid 30 days after we gave 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 bill is issued.

## **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 bill (if any), and we must provide such a report within a reasonable period and without charge.

### **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 9111 0078 or by email at [leanne@scottlegal.com.au](mailto:leanne@scottlegal.com.au). This is because it is important to us that, in consenting to the proposed course of action for the conduct of your matter (in particular the proposed costs), you are informed and understand the issues involved.

### **Your documents**

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. Unless otherwise directed by you, we will engage FileMan Pty Ltd to retain your completed matter documents which you leave in our possession (except documents you require us to hold in safe custody) for no more than 7 years and on your undertaking, hereby given, that we and FileMan Pty Ltd have your authority to destroy those documents 7 years after the date of completion of the matter unless you write to us requesting retention for a longer period.

### **Jurisdiction**

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

### **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 we propose to engage as soon as the retained law practice provides this information to us.

## **PART B – COSTS AGREEMENT**

Division 4 of Part 4.3 of the Uniform Law allows a law practice and you (the client) to agree on how the law practice'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.

### **The basis on which our charges will be calculated**

Our charges will be calculated in accordance with the method detailed in the Disclosure Statement (**Part A**) that forms part of this Agreement unless otherwise expressly agreed by our office.

### **Payment of our charges**

Interim Bills of Costs will be given to you at the end of each month or at suitable breaks in the matter and a final Bill of Costs will be given to you at the conclusion of the matter. Our accounts are payable at settlement or within 7 days of receipt, whichever is the earlier.

If a Bill of Costs 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 bill is issued.

If you do not pay our bill, 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 bill is paid.

### **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.

Archiving fees and charges (relating to storage, scanning, retrieval and indexing) will be charged to you at the cost invoiced to

us for engaging FileMan Pty Ltd to retain your completed file for a minimum period of 7 years (statutory period) and the secure destruction of your client file at the end of the statutory period, unless otherwise stated by you in writing.

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.

### **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.

### **Bills**

We may give a Bill of Costs 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 bills:

- (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.

### **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.

### **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 will receive a final account which will include all outstanding legal costs;
- (c) you must pay our legal costs up until the date we cease to act; and
- (d) 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 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 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.

### **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.

### **Acknowledgment**

You ACKNOWLEDGE as follows:

- (a) you have read and understood the Disclosure Statement (**Part A**) pursuant to Division 3 of Part 4.3 of the Uniform Law;
- (b) you have read, understood and approved this Agreement (**Parts A, B & C**); and
- (c) you have been advised of your right to get independent legal advice before entering into this Agreement.

*Up to date as at 10 February 2020.*