



**Watson & Company
Lawyers**

Watson & Company Lawyers ABN 41 787 677 943

Liability limited by a scheme approved under professional standards legislation

Costs Agreement (s322 Legal Profession Act 2007) & Disclosure (s308 Legal Profession Act 2007)

<i>Costs</i>	Means the fee for services estimated in specific correspondence.
<i>Disbursements</i>	Means any costs or expenses incurred by us on your behalf in connection with the Work.
<i>GST</i>	Has the meaning given in <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
<i>Providers</i>	Means our related entities, affiliated organisations, service providers and other agencies, who may be located in Australia or overseas.
<i>us, our, we</i>	Means Watson & Company Lawyers ABN 41 787 677 943.
<i>Work</i>	Means the work you have instructed us to undertake.
<i>you, your</i>	Means the person or organisation submitting instructions for the Work.

1. The Agreement

- 1.1. You have engaged us to undertake the Work on your behalf in exchange for payment of the Costs and Disbursements.
- 1.2. This agreement may be accepted in writing, or by provision of further instructions in respect of the Work.
- 1.3. Should you have any concerns regarding our fees or provision of services to you generally, please contact us immediately so that we may address any problem from the outset.

2. Disbursements

- 2.1. We may incur disbursement costs on your behalf, which will be detailed in our invoice to you.
- 2.2. Disbursements costs may include (but are not limited to) search costs, registration fees and Court filing fees.
- 2.3. Disbursement costs will be disclosed to you before the cost is incurred, wherever possible.
- 2.4. You undertake to bear the costs of disbursements incurred, in exchange for the tax invoice of the relevant supplier upon request.

3. Billing and Payment

- 3.1. We will provide you with an estimate for our Costs at the commencement of the Work and will invoice you in accordance with this estimate. We will not diverge from the estimate provided to you unless the circumstances of the matter change significantly, in which case we will provide you with a revised estimate for additional work required as early as possible.
- 3.2. We will issue a tax invoice (including GST charges) to you after substantive completion of the Work. If the Work is to be undertaken over a significant period we will issue invoices at the completion of stages of the Work, or alternatively periodically (for example, quarterly) as best suits the nature of the Work.
- 3.3. You undertake to pay our tax invoice in full within seven (7) days of issue.
- 3.4. We reserve the right to charge interest on overdue accounts equal to the Cash Rate Target set by the Reserve Bank of Australia as at the date of the invoice, plus 3.5%.

4. Your Rights

- 4.1. You have the right to:
 - Negotiate a costs agreement with this firm;
 - Receive a bill of costs from us;
 - Request an itemised bill of costs after you receive a lump sum bill from us;
 - Request written reports about the progress of your matter and the costs incurred in your matter;
 - Apply for costs to be assessed within 12 months if you are unhappy with our costs;
 - Apply for the costs agreement to be set aside;
 - Accept or reject any offer we make for an interstate costs law to apply to your matter;
 - Notify us that you require an interstate costs law to apply to your matter; and
 - Be notified of any substantial change in the matters disclosed in this Notice.

5. Jurisdiction

- 5.1. The law of Queensland applies to our proposed Costs Agreement. You have the right to enter into a costs agreement with us on the basis that a corresponding law of another state or territory is applicable such as where the legal services are or will be completely or primarily provided in, or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
- 5.2. For more information, please see 'Legal Costs – your right to know' at www.qls.com.au.

6. Disputes

- 6.1. Under the *Legal Profession Act (Qld) 2007* the following avenues are open to you in the event of a costs dispute:
 - Apply for an independent costs assessment within 12 months of delivery of our invoice (or a period determined by the Courts);
 - Apply for the Costs Agreement to be set aside, within six years (or other time as the law permits).

7. Multiple Clients

- 7.1. When acting for more than one person we endeavour to act in the best interests of each person.
- 7.2. If we conclude that it is impossible to act in the best interests of each person, we will advise you to seek independent advice.
- 7.3. Unless directed otherwise we will accept instructions from any one person representing the group as client.
- 7.4. All persons are jointly and severally liable to pay our Costs and Disbursements.

8. Reliance

- 8.1. Our advice is given exclusively to you and we are not responsible to anyone else for any loss or damage they suffer as a result of them relying on our advice.
- 8.2. To the extent permitted by law, you agree that our liability for any loss or damage you suffer as a result of our Work is capped at \$10,000,000.
- 8.3. If we are requested to retain original documents, including wills and attorney documents, on your behalf, you agree to ensure your executors are advised of the location of the documents. To the extent permitted by law, you agree that our storage and custody of your will is a courtesy service, which does not require us to positively monitor newspapers or any other publication which may contain death notices.

9. Retention of documents

- 9.1. We will, on completion of the Work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years and on the undertaking that we have your authority to destroy the file seven years after the date on the final bill rendered by us in this matter.

10. Privacy

- 10.1. Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (e.g. under the *Social Security Act*). You also authorize us to disclose such information where necessary to others in furtherance of your claim/matter (e.g. with the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).
- 10.2. Your personal information may be provided to Providers who assist us in the Work. Such Providers may be based overseas, or use overseas infrastructure.
- 10.3. Unless specifically requested otherwise, we may record telephone conversations and meetings as a digital file and transcribe the same, for quality of recordkeeping.

11. Questions

- 11.1. If you have any concerns as to our performance or regarding legal costs, please contact Steve Watson – (07) 5477 5501.
- 11.2. If you are not satisfied that your concern has been resolved then you may contact the Queensland Law Society on +61 7 3842 5842 or at GPO Box 1785 Brisbane, QLD 4001 Australia.