
STANDARD COSTS AGREEMENT

1. This document is an offer to enter into a costs agreement with you.
2. The work LAC Lawyers Pty Ltd (“LAC Lawyers”) have been instructed to do is:
 - (a)
 - (b)
 - (c)
3. The disclosure requirements which LAC Lawyers is required to provide you under the *Legal Profession Act 2004* are contained in annexure A (Disclosure Document) which forms part of this document. This is in addition to the disclosures made to you during our first conference a copy of which is recorded in annexure B (Enquiry & Disclosure Sheet) which forms part of this document.

4. **Acceptance of Offer**

If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document (including Annexure A and B) including being billed in accordance with it. Acceptance may be by any one of the following ways:

- signing and returning a copy of this document or accepting the terms by other written means e.g. email;
- giving LAC Lawyers instructions after receiving this document;
- oral acceptance.

Failure to accept LAC Lawyers’ offer within 7 days of dispatch of this document can result in the immediate withdrawal of LAC Lawyers’ offer to act on your behalf.

5. **Termination of Agreement**

- 5.1. LAC Lawyers will not continue to do the Work: if you fail to pay LAC Lawyers’ bills; if you fail to provide LAC Lawyers with adequate instructions within a reasonable time; if you give instructions that are false or misleading; if you fail to accept an offer of settlement which LAC Lawyers think is reasonable; if you fail to accept advice LAC Lawyers (or counsel) give you; if you engage another law practice to advise you on this matter without LAC Lawyers’ consent; if LAC Lawyers has a conflict of interest, or if you indicate to LAC Lawyers that LAC Lawyers has lost your confidence; or for other just cause.

LAC Lawyers will give you at least seven (7) days' notice of LAC Lawyers' intention to terminate LAC Lawyers' agreement with you, and of the grounds on which the notice is based.

- 5.2. You may terminate this agreement at any time.
- 5.3. If the agreement is terminated either by you or LAC Lawyers, you will be required to pay LAC Lawyers' professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of LAC Lawyers' lump sum fee that LAC Lawyers reasonably estimates, has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay LAC Lawyers' costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.
- 5.4. With regard to any unpaid professional fees and disbursements owed by (insert client name and/or company name) or any other entity either directed and/or controlled by (insert client name and/or company name) including any trust, (client name) personally guarantee payment of all professional fees and disbursements owed to LAC Lawyers in this matter.
- 5.5. On termination, LAC Lawyers is entitled to retain possession of your papers and documents while there is money owing to LAC Lawyers for LAC Lawyers charges' and expenses, unless and until security is provided for LAC Lawyers' costs.

6. **Retention of your documents**

LAC Lawyers will, on completion of the Work, retain any papers to which you are entitled, but leave in LAC Lawyers' possession (except documents deposited in safety custody) for no more than seven (7) years and on the undertaking that LAC Lawyers has your authority to destroy the file seven (7) years after the date of the final bill rendered by LAC Lawyers in this matter.

7. **Privacy Protection**

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 (eg under the *Social Security Act*). You also authorise LAC Lawyers to disclose such information where necessary to others in furtherance of your claim/matter (eg within the law practice, to the Court, the other party or parties to litigation to valuers, experts, barristers etc).

8. **Payment/Money on Account**

LAC Lawyers may ask you to pay LAC Lawyers in advance, some money on account of payments which will be made to others and our costs. **Credit card payments will incur a surcharge of 2.5%.**

9. LAC Lawyers requires you to pay the sum of \$ into LAC Lawyers Pty Ltd Trust Account immediately and as discussed at our conference LAC Lawyers will use this sum towards payment of any legal costs and disbursements. Should there be a shortfall between the amount in trust and the sum billed, you agree at our demand to pay that shortfall immediately. LAC Lawyers also requires you to make "top up payments" into its trust account for further work as requested. Where applicable LAC Lawyers Pty Limited will require a bank cheque/ trust account cheque (Conveyancers or Law Practice) for payment in full or part of LAC Lawyers Pty Limited professional costs and disbursements.

10. If any fees or disbursements remain unpaid, we will invoice you for and recover from you our costs involved in recovery of the fees and disbursements.

11. LAC Lawyers' continuing ability to act for you is dependent upon you paying our bills on time and providing funds into our Trust Account on a "top up basis" to keep those trust funds at a level acceptable to LAC Lawyers. If there is no payment of funds as requested, LAC will not carry out any work on your behalf.

12. **Authorisation to Transfer Money from Trust Account**

You authorise LAC Lawyers to receive money directly into LAC Lawyers' Trust Account including any judgment or settlement money or money received from any source (including you), in furtherance of your work, and to immediately pay LAC Lawyers' costs, disbursements and expenses upon sending you LAC Lawyers' bill of costs requesting payment with a notice of withdrawal of trust money in accordance with the provisions of clause 88(3)(a)(i) of the *Legal Profession Regulation 2005*. If any fees or disbursements remain unpaid we will invoice you for our costs included in recovery of the fees and disbursements.

13. You have the right to revoke your authority giving us seven (7) days notice in writing, but we may withdraw money held on your behalf for legal costs and disbursements including Counsel's fees accrued up to the expiry of the notice period for costs accrued whenever billed.

By agreeing to the terms of this costs agreement you agree to direct all third parties to pay to LAC Lawyers' Trust Account all settlement and/or judgment funds on your behalf.

14. **Your Address**

You have informed us that your current address for correspondence with us is as set out at the front of this letter.

15. You agree to inform us within 2 days of changing your address or any other particulars of the new address or the new particulars.

Yours faithfully
LAC LAWYERS PTY LIMITED

Signed:	
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Client	Date
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Legal Practitioner	Date