



**PD Law**

# **DISCLOSURE NOTICE & COSTS AGREEMENT**

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## DISCLOSURE NOTICE

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This is an offer by PD Law Pty Ltd to provide you with legal services in accordance with the terms of the Legal Profession Act Qld (LPA). To accept this offer, complete the following steps:

- Step 1**      Please read our Fee Proposal which accompanies this document which details the legal services we will provide you.
- Step 2**      Read this document name Disclosure Notice & Costs Agreement
- Step 3**      If you agree with what you have read, accept the offer as set out in our Fee Proposal



## DISCLOSURE NOTICE

Important information about your rights under the Legal Profession Act.

This Notice discloses information PD Law Pty Ltd is required to provide to you by the Legal Profession Act Qld (LPA) about your rights and the costs of our legal services. Please read this Disclosure Notice before signing our offer to provide you with legal services.

### 1. NEGOTIATION

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You have the right to negotiate a costs agreement with us before you accept the proposed Costs Agreement. Make sure you understand what you are agreeing to, and ask questions if you are unsure about any aspect of the proposed agreement. You have the right to seek independent legal advice about the proposed Costs Agreement.

#### 1.1. PD LAW PTY LTD SERVICES AND CHARGES

We will invoice you for professional services and those fees will be calculated, by reference to the Fee Proposal which outlines our fixed fees.

We may incur and you will be liable for other charges being 3rd party costs and outlays – that is, money which we pay, or are liable to pay, to others on your behalf. Examples are:

- (a) search fees;
- (b) enquiry fees;
- (c) court and other filing fees;
- (d) lodgement fees;
- (e) all government revenue charges (including stamp duty);
- (f) transaction specific banking charges;
- (g) process servers and investigators;
- (h) clinical records from hospitals;
- (i) medical, experts' reports and/or other external consultants;
- (j) witnesses' fees and expenses;
- (k) postage, courier and messengers;
- (l) transcript charges;
- (m) fees of external lawyers we retain for you (including barrister's fees);
- (n) travel expenses and accommodation costs.

These 3rd party costs and outlays are set out in the Fee Proposal. We have estimated these costs as accurately as possible, however there may be times when unexpected fees or charges arise, and we will notify you of these as soon as we become aware of them.

### 2. COST ESTIMATE

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The Legal Profession Act requires us to provide you with an estimate of any amounts we may charge you.

Our Costs estimate is outlined in our Fee Proposal.

### 3. COSTS IN COURT PROCEEDINGS

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- (a) If court proceedings are taken on your behalf:



- (i) The court may order that you pay another party's costs, e.g. if you lose the case;
  - (ii) The court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us; and
  - (iii) If the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed CSA.
- (b) If you are successful in the litigation you might recover some of your fees and costs from the unsuccessful party being an amount between approximately 60% and 70% of the fees and expenses that you pay us.
- (c) If you are unsuccessful in the litigation you may be required to pay the successful party's fees. These may be as much as or more than the fees you paid us, depending upon the successful party's solicitors charge out rates and, in addition, the outlays they incurred, e.g. for expert reports.
- (d) If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this firm will provide you with a reasonable estimate of its costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you, or a reasonable estimate of the costs you may have to pay the other party.

#### **4. BILLING ARRANGEMENTS**

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We will bill you for professional fees and other charges calculated in accordance with the milestones outlined in your fee proposal.

#### **5. SUBSTANTIAL CHANGES TO DISCLOSURE**

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We will inform you in writing as soon as reasonably practicable of any substantial changes to anything contained in this Disclosure Notice as work progresses.

#### **6. PROGRESS REPORTS**

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You are entitled to written progress reports on your matter at reasonable intervals upon request. You are also entitled, free of charge on request, to a written report on the legal costs (if any) incurred to date or since we gave you the last bill.

#### **7. ENGAGEMENT OF ANOTHER LAWYER**

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If it is necessary for us to engage, on your behalf, the services of an external lawyer to provide specialist advice or services, including advocacy services, or to act as an agent, we will consult with you as to the terms of that lawyer's engagement, but you may be asked to enter into a costs agreement directly with that lawyer on a similar basis to the proposed Client Agreement.



## **8. APPLICABLE LAW**

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The law of Queensland applies to legal costs regarding the matters. You are, however, able to enter into a costs agreement with us on the basis that the corresponding law of a State or Territory is applicable, if the matter has a substantial connection with that State or Territory. In that event, we will disclose costs as they are applicable in that State or Territory. You have the right to contract with us that the costs assessment scheme in Queensland is applicable, in the event of any dispute as to costs arising with us.

## **9. REVIEW RIGHTS**

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You have a right to have our costs (if any) assessed where you have entered into a costs agreement with us which complies with the provisions of the LPA, and you make such application within 12 months after you received our bill or a request for payment of costs is made by us, or full payment is made to us if no bill was given or request was made. You have a right under section 328 of the LPA to apply to the Supreme Court to set aside the costs agreement or a provision of it on the basis that it determines that the agreement is not fair or reasonable within 6 years or such other time as the law permits.

This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet entitled Legal Costs – Your right to know. You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website [www.qls.com.au](http://www.qls.com.au).



## **COSTS AGREEMENT**

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### **1. OUR RELATIONSHIP**

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#### **1.1. SERVICES**

We will perform the work designated in our Fee Proposal<sup>1</sup> with professional skill and diligence as your lawyers acting in your best interests. We will not perform work for you if factors such as conflict of interest or other laws prevent us from accepting your instructions or continuing to act. You may request, at any time, a report of the progress of the matter and statements of fees and costs (if applicable).

#### **1.2. YOUR OBLIGATIONS**

You agree:

- (a) to provide us with timely, accurate and proper instructions, and all documents and other records relevant to the services we are providing to you; and
- (b) to check to the best of your ability that all facts we rely upon are correct and assumptions we make, are reasonable.

### **2. PROFESSIONAL FEES AND OTHER CHARGES**

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#### **2.1. PROFESSIONAL FEES**

Our Professional fees are calculated and charged in the manner set out in our Fee Proposal.

#### **2.2. INCLUDED IN PROFESSIONAL FEES**

Fees will be charged (where agreed) for all professional time for lawyers, trainees, and paralegals including but not limited to drafting, reviewing and completing documents, correspondence, advices, conferences, reading materials, unlimited telephone, video conference and VoIP calls, court appearances, research, and providing representation letters where requested by you.

#### **2.3. OTHER CHARGES**

Other charges are calculated in accordance with the Fee Proposal or otherwise at cost and will be charged in the manner set out in the Fee Proposal. All 3<sup>rd</sup> party costs and outlays we incur on your behalf and for which you may be liable as set out in the Fee Proposal, will be shown in our bills and at the rates set out in our Fee Proposal. We will provide you, on request, with invoices or other proof of disbursements and outlays we make on your behalf. Where you are liable for payment of other charges and we pay taxes, fees or charges on your behalf, you will reimburse us for those payments.

#### **2.4. NO PAYMENT FROM PROCEEDS OF CRIME**

By entering into this Agreement, you acknowledge that:

- (a) you are aware of your obligations to provide money that is not tainted; and
- (b) any money paid to us for any reason is not obtained from the proceeds of crime.

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<sup>1</sup> Sent separately to you via email



## **2.5. GOODS AND SERVICES TAX (GST)**

Unless otherwise stated, the fees, other charges and disbursements are stated on a GST inclusive basis. We will treat you as the recipient of the supplies that we make. We will determine the GST payable on our supply of services to you based on your legal status and the nature of the work, and will add an amount to our bills on account of that GST. You agree that, you will pay us an additional amount on account of any GST that we are liable to pay as a result of any supply we make to you.

## **3. EXTERNAL LAWYERS AND OTHER PROVIDERS**

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### **3.1. EXTERNAL SERVICE PROVIDERS**

You authorise us as your agent to engage external service providers needed to perform the work (for example accountants, data management specialists, forensic experts, surveyors or others). You will be responsible only to the extent and as set out in our Fee Proposal for payment of fees and charges of such service providers.

### **3.2. SERVICE PROVIDER LIABILITY**

Subject to any specific arrangements made by service providers for refraining from collection of fees, external service providers may contract with you on their own terms and conditions of business. Many service providers, including advocates, undertake work only on the basis that their liability for damages is limited.

### **3.3. OUR LIABILITY IN RELATION TO SERVICE PROVIDERS:**

To the extent permitted by law:

- (a) we accept liability for any error on our part in our instructions to those service providers, but take no responsibility for their work or how they carry out their instructions; and
- (b) in suggesting or selecting any service provider, we shall rely on information we are given as to the qualifications of the person but take no responsibility for that selection and give no warranty as to the ability of the service provider to appropriately carry out the task or as to the quality of that service provider's work.

### **3.4. SERVICE PROVIDER GST**

For the purposes of the Australian GST law, you will make an acquisition of the service provider's services. You will therefore be entitled to an input tax credit for GST included in amounts charged by the service provider, to the extent that you satisfy the requirements of the GST law. We will supply you with details of the amounts invoiced by the service provider and will retain the original tax invoices on your behalf. Whether or not the service provider should add GST on the amounts they charge for supplies they make to you is a matter between you and the service provider. Where a service provider includes an amount on account of GST that we pay on your behalf, you must repay us the whole amount paid by us, including any GST.

### **3.5. SPECIALIST ADVOCATES**

We will advise you in advance if we need to brief a specialist advocate (including any barrister) in any of your matters. If the advocate provides us with disclosure in accordance with the [Legal Profession Act 2007 \(QLD\) \(LPA\)](#) or the basis of fee calculation, we will pass this information on to you. Such disclosure may also include arrangements for specialist



advocates to refrain from collection of fees charged until such time as the amount can be recovered from another party or other source because of rights given under legislation, court orders or otherwise and in the event that they cannot be so recovered the advocates will waive those professional fees. As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.

#### **4. CORRESPONDENCE AND BILLING ARRANGEMENTS**

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##### **4.1. CORRESPONDENCE**

You agree that we and you can communicate using electronic communication (eg email) to send and receive correspondence of any kind including invoices.

##### **4.2. BILLING ARRANGEMENTS:**

If you are to be billed for anything by us, you are entitled to receive a signed bill. You are taken to have received our bill:

- (a) if it is given personally – on the day it is given to you or to your agent;
- (b) if it is sent by post – within 3 days of posting;
- (c) if it is sent electronically – upon transmission.

##### **4.3. EXTERNAL SERVICE PROVIDERS PAYMENTS**

Where we receive funds to meet an obligation incurred on your behalf to an external service provider, we will pay the third party as soon as practicable after receipt.

#### **5. LIENS AND SUSPENSION OF WORK**

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##### **5.1. LIENS**

Subject to the LPA:

- (a) we have a lien on all documents, funds and records in any form whatsoever in our possession until payment in full of all our bills for all matters in respect of which you have retained us; and
- (b) we are entitled to retain for our records, copies of all documents which we give you, whether owned by us or not and to deal with them in accordance with clause 10 below.

##### **5.2. SUSPENSION OF WORK**

We may at any time suspend all work for you until payment in full of all our bills that are then due and receivable by us for all matters in respect of which you have retained us.

#### **6. APPORTIONMENT OF LIABILITY**

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If you claim compensation, damages or contribution from us for loss or damage arising from acts or defaults (including negligence) on our part and some or all of that loss or damage was due to or contributed to by:

- (a) your own acts or defaults or by the acts or defaults of other persons for whose actions or defaults you are responsible; or





- (b) the acts or defaults of one or more other persons, not being partners, employees or agents for whose conduct we are responsible,

then we will be liable only for that proportion of the loss or damage which our acts or defaults bear relative to the totality of the conduct of all persons causing or contributing to the loss or damage.

Where any law relating to proportionate liability applies to a claim against us, this clause does not seek to exclude the operation of that law but will continue to operate to the extent that its operation is consistent with that law.

## **7. YOUR RIGHTS UNDER THE LPA**

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### **7.1. RIGHT TO RECEIVE A BILL**

If we charge you for anything, you are entitled to receive a bill of costs (bill) from us complying with the requirements of the LPA. We cannot take action to recover any Professional fees and other charges that we may have an immediate right or entitlement to until the period specified in the LPA after we have given you a bill has expired.

### **7.2. DETAILS OF WORK AND CHARGES**

If we provide you with a bill which does not set out the details of the work, we have done and the charges to be paid for that work, you may request an itemised bill within the period specified in the LPA.

## **8. ENDING OUR APPOINTMENT**

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### **8.1. TERMINATION BY YOU**

You may terminate our engagement and change solicitors by giving us written notice at any time. If you do so, you will be obliged to pay or make arrangements to secure such Professional fees and other charges as have been or are billed consequent upon termination and to which we may have a right to receive payment.

### **8.2. TERMINATION BY US**

We may terminate our engagement:

- (a) by giving you reasonable notice, except where our engagement is for a set duration;
- (b) if any payment (including payment of a bill or money in advance) due by you to us under this Client Agreement is not paid on the due date;
- (c) if you do not provide timely, accurate and proper instructions; or
- (d) if, by continuing to act for you, we would be required to act contrary to any legal, regulatory or professional conduct obligation or similar just cause.

Termination by us on any of those grounds does not prejudice or otherwise affect any lien created under clause 6 of these Terms & Conditions.

## **9. CONFIDENTIALITY**

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### **9.1. OUR OBLIGATIONS**

We will keep confidential all confidential information received from you during the work,



and persons performing work for you:

- (a) will treat confidential information you give as being given only to them;
- (b) may disclose confidential information within our law practice as required to perform the work; and
- (c) will not disclose to you any confidential information of third parties which may be known to them or any other personnel and may otherwise be information to which you are entitled.

## **9.2. RESTRICTED INFORMATION FROM US**

You understand and accept that our obligation to you with respect to giving you information is restricted by these provisions. Only our law practice's personnel working for you will have an obligation to give advice only to you. We will treat other clients' instructions to the law practice and their confidential information on the same basis.

## **9.3. INTERNAL INFORMATION USE**

We may transfer material to our internal databases for learning and knowledge purposes. Before doing so, we will make reasonable efforts to ensure that confidential information is neither disclosed outside the law practice nor otherwise used inconsistently with the obligations referred to above.

# **10. PRIVACY**

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## **10.1. PERSONAL INFORMATION**

The [Privacy Act 1988 \(Cth\)](#) and other privacy legislation applies when we collect, use and disclose information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion (**personal information**). You agree that we may manage your personal information in accordance with our Privacy Policy available on our [here](#) as amended from time to time.

In particular:

- (a) we may collect personal information during your instructions and while acting for you. This may include personal information about individuals who are employees, directors or principals of corporate clients. We ask you to assist us to make these individuals aware that our acting for you may involve collection of personal information about them;
- (b) we may decide that it is necessary to conduct further searches and enquiries regarding the information you have provided us or more generally concerning you or your associates for our regulatory or prudential purposes. This may entail using some or all of the collected information to obtain additional information concerning you or your associates (including personal information in respect of individuals), from various other entities including, but not limited to, government agencies, law enforcement bodies, publicly available records, public registries, court or tribunal records, ratings agencies, search agencies and regulatory and licensing bodies.

## **10.2. INFORMATION USAGE**

We may use personal information during acting for you and we may disclose personal information to our service providers or agents and to other organisations including other parties in the matter and government agencies responsible for processing transactions,



but only to the extent necessary to perform the work and in accordance with our professional obligations, or as required by law. If we do not collect such personal information or if you or others do not consent to us conducting such further searches or enquiries we may not be able to carry out your instructions.

## **11. JURISDICTION AND GOVERNING LAW**

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### **11.1. JURISDICTION**

Subject to your rights to select jurisdiction under the LPA, our Fee Proposal and all aspects of our retainer and the performance of our services for you are governed by and you agree to be bound by the laws of the state or territory from which we issue this Costs Agreement. You irrevocably submit to the exclusive jurisdiction of the courts of that jurisdiction.

### **11.2. LPA RIGHTS AS TO JURISDICTION**

Where the legal services are or will be completely or primarily provided in, or where the work has a substantial connection with another state or territory, you have the right to:

- (a) enter into a costs agreement with us on the basis that a corresponding law of that other state or territory; or
- (b) notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply to our Costs Agreement.

If you accept this offer, you and PD Law Pty Ltd will be bound by its terms. You may accept it either by:

- (a) signing this document and returning it to us; or
- (b) instructing us to provide you with legal services, or allowing us to continue to provide you with legal services, as set out in our Fee Proposal.

I confirm that I have read the Disclosure Notice & Costs Agreement and accept the offer contained in this document.

_____	_____	____/____/____
Client signature	Client print name	Date

_____	_____	____/____/____
Client signature – if more than one	Client print name	Date