

# General Terms

For provision of legal services by Redchip Lawyers Pty Ltd (ABN 27 136 969 358) (**Redchip/we/us**)

Liability limited by a scheme approved under professional standards legislation

The *Legal Profession Act 2007* requires us to make particular disclosures to our clients. These disclosures are contained in these General Terms and in the engagement letter that we provide to you in relation to each matter we conduct for you (**Engagement Letter**).

These General Terms and our Engagement Letter:

- (a) form the basis of our agreement with you (and may be added to or amended during the course of an engagement);
- (b) is our offer of legal services to you.

You accept our offer of legal services if you:

- (a) sign and return our Engagement Letter; or
- (b) continue to instruct us (either orally or in writing) to perform work, whether or not you sign the engagement letter. This includes giving us instructions by way of telephone, email, SMS text message, or hard copy correspondence.

*Please note that even if we receive instructions or start work we may still require that you sign our engagement letter before we start work or continue work for you. We may withdraw our offer to act if you do not accept the offer within 14 days. These General Terms apply to our relationship from the point that you first consulted us (whether by post, telephone, email or other form of communication) even if the engagement letter is signed at a later date or even if it is not signed at all.*

## 1. The Work

We will perform our work generally in accordance with these General Terms and in accordance with the Engagement Letter. The Engagement Letter itself may take a number of different forms, including a formal engagement letter, a schedule of instructions or more informal communications such as email. If there is any inconsistency between these General Terms and the Engagement Letter, the Engagement Letter will prevail.

You should tell us immediately if you disagree with anything contained in an Engagement Letter or if you think we have misunderstood something. Otherwise

we will proceed to carry our work in the way described in our Engagement Letter.

## 2. Incorporated Status of this Firm

Redchip is an incorporated legal practice and:

- (a) all legal services will be provided by an Australian Legal Practitioner;
- (b) the provision of legal services is regulated by the *Legal Profession Act 2007* (Qld) however the provision of non-legal services is not regulated by that legislation; and
- (c) the information in this paragraph is provided to you in relation to all matters on which you may instruct us on an ongoing basis.

## 3. Scope of Work

Our Engagement Letter will describe the work that we will undertake for you, and any work which we specifically will **not** be undertaking for you (and which falls outside the scope of our retainer). If you want us to undertake any additional work you must contact us immediately so that we can amend the scope of our work and our fee estimate.

Unless we specifically agree in the Engagement Letter, our work does not include giving financial, commercial or taxation advice, advising on the commercial viability of any transaction, advising on your financial capacity to enter into or complete a transaction, advising on the financial viability or stability of any other party involved in the transaction and whether that other party is capable of performing its obligations. We may also specifically exclude other matters in our engagement letter.

If you do not wish to have us proceed with any particular part of the services we provide, then you should contact us immediately to discuss the matter further.

## 4. Persons who will perform the Works

Our engagement letter will tell you who will be undertaking the work for you, although from time to time it may be necessary to utilise the skills of other members of our firm.

Redchip Holdings Pty Ltd, a related entity of Redchip Lawyers Pty Ltd, owns Hynes Legal Pty Ltd. When conducting matters for both firms, we check each firms' database to identify whether any conflicts of interest arise. In doing so, staff within Hynes legal Pty

Ltd may have access to certain limited information regarding clients of Redchip Lawyers Pty Ltd. By accepting our offer of legal services you consent to Hynes Legal Pty Ltd accessing this information (which may or may not include information about the Client) for this purpose.

## 5. Professional Fees – How we Charge

### 5.1 Professional Fees Charged On A Time Basis:

We calculate our fees on the basis of the time spent on your matter, unless an alternative arrangement is made. Time charging might result in a higher or lower bill than charging on the relevant court scales (if any are applicable to your matter). As at 1 January 2024 our charge rates are:

Directors	\$445.00 to \$650.00 per hour
Associate Directors	\$425.00 to \$545.00 per hour
Consultants	\$385.00 to \$650.00 per hour
Associate	\$350.00 to \$455.00 per hour
Lawyer	\$295.00 to \$395.00 per hour
Trade Marks Attorney	\$295.00 to \$350.00 per hour
Law Graduate	\$225.00 to \$295.00 per hour
Paralegal	\$195.00 to \$325.00 per hour
Legal Support Manager	\$195.00 to \$235.00 per hour
Law Clerk	\$175.00 to \$205.00 per hour
Legal Assistant	\$175.00 to \$205.00 per hour

We record time spent in 6 minute units for any activity that is conducted (charged at 1/10 of the specified hourly rate). Our hourly rates include usual secretarial and word processing services. Our hourly rates may increase from time to time and we will tell you in writing of any increases.

**Internal Conferencing:** In order to provide the best possible outcome for our clients, it is our standard practice to participate in internal conferencing. We believe it can be beneficial to clients to have the lawyer with carriage of the matter consult with other lawyers within the firm in order to ensure that we resolve all matters in the most efficient manner and with the most optimal outcome. Time spent in Internal Conferencing will be charged at the rates that the individual lawyers charge to you.

### 5.2 Fee estimates

In most cases we will give you an estimate of the fees you will incur on each matter. Estimates are based on the agreed scope of work and are not a fixed quote

particularly as unforeseen circumstances or new issues often arise. We will advise you as soon as practicable of any substantial changes to our estimate of fees.

### 5.3 Fixed Fees

Where at all possible we like to work on fixed fees. This provides certainty for all concerned but only works where the scope of the matter can be defined with some certainty. If we give you a fixed fee it will be based on the agreed scope of work in our Engagement Letter but will not cover any additional work or services falling outside that scope of work.

No fee quote or estimate that we give to you is a fixed fee unless we specifically state that it is a fixed fee.

### 5.4 Other Fee or Conditional Circumstances

If there are specific issues, considerations or circumstances relevant to the way we charge fees on your matter or if the fees are conditional upon an event or circumstance, these will be described in our engagement letter.

### 5.5 Office charges

**Please Note:** These are not outlays or out of pocket expenses. These are professional fees we are charging you to administer and manage the matters described below. They are in addition to professional fees we quote and will appear separately on your invoice to any outlays to which they relate.

Search conduct fee (applied with respect to any council, land title, ASIC search) (plus the applicable search fees)	\$15.00 per search
Courier administration fee (plus courier fees)	\$15.00 per courier
Trust account administration charge	\$15.00 per trust account cheque & \$50.00 per telegraphic transfer
Investment Account set up or variations	\$250.00
Document hosting	\$5.00 per invoice

### 5.6 Disbursements

In addition to the professional fees you agree to reimburse us for all disbursements properly incurred by us in conducting your matter including barrister's fees, search fees, courier fees, the cost of expert

consultants, medical reports, telephone charges, filing and lodgment fees, banking charges, file retrieval costs, government revenue charges, process servers and investigators, agents' fees including interstate lawyers, external consultants, travel and accommodation, witness fees, transcript fees

Where possible, we will give you an estimate of these costs in our engagement letter.

### 5.7 Interest

If, after 7 business days, you have not paid an invoice, and where you have not otherwise disputed the amount of the relevant invoice, interest on the unpaid amount will be charged at the lesser of 5% above the then current target cash rate set by the Reserve Bank of Australia or the rate prescribed under s 59(3) *Civil Proceedings Act 2011* (Old) for a money order debt and money order.

### 5.8 GST

All amounts referred to in these General Terms do not include GST, and GST will be added to these amounts when we issue a tax invoice to you.

### 5.9 Extraordinary items

We agree not to incur any extraordinary items of cost related to your matter without your approval. You agree you are responsible for reimbursement of any extraordinary cost that you approve.

### 5.10 Reports

We will give you a written report of the progress of your matter and the costs incurred by you to date whenever you reasonably request. We may charge you a reasonable fee for a report regarding the progress of your matter, but will not charge a fee for a report regarding the costs you have incurred.

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## 6. Advance Payments

You may be asked to pay money in advance on account of our fees and disbursements. Money paid in advance will be held in our trust account until payment of our legal costs is required.

You authorise us to draw on all trust money held by us on your behalf to pay legal fees due from you to us including such disbursements incurred by us on your behalf but which we have not already paid, if the relevant procedures and requirements under the *Legal Profession Regulation 2017* are complied with.

We may periodically ask you to deposit further funds into our trust account, and to keep sufficient funds in our trust account, to cover future anticipated fees or disbursements. We may do so when our anticipated fees and disbursements nears the existing retainer,

when further steps are required to be taken in your matter, or before instructing third parties such as barristers or experts. We may require you to deposit the further retainer before undertaking more work on your matter. By law, we can only accept retainer payments into our trust account by electronic funds transfer or by cheque (not credit card).

**PLEASE NOTE** we are unable to commence work or continue work (as the case may be) on your behalf if these payments are not made.

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## 7. Billing and cost assessments

- (a) Except where a fixed price has been agreed, our invoices will describe:
  - (i) the date of each attendance;
  - (ii) the author who did the work for the relevant attendance;
  - (iii) the service performed on each occasion;
  - (iv) the total of the time charged by the author for the billing period;
  - (v) the disbursements and out of pocket expenses incurred on your behalf;
  - (vi) any amounts held to your credit in trust;
  - (vii) the total amount payable by you.
- (b) Accounts will be issued periodically as fees are incurred (usually monthly), upon completion of the matter or at another appropriate point for billing purposes.
- (c) We may suspend work on your matter if your payment of an invoice is overdue.
- (d) You hereby authorise and direct us to provide invoices to you electronically, or as otherwise agreed.
- (e) We reserve the right to withdraw an invoice and to issue an invoice prepared by an independent legal costs consultant for a different amount if:
  - (i) the invoice contains a material error or omission;
  - (ii) the invoice remains unpaid after 7 days from the date of issue; or
  - (iii) if the amount of the invoice in a reasonable opinion (based on a review of your file, an assessment of our costs and disbursements or for some other reason) does not accurately reflect the correct amount of our costs.

- (f) In the circumstances referred to in (e) we will withdraw the invoice and substitute it for an itemised invoice prepared by an independent legal costs consultant, which may be for an amount greater than the invoice originally provided to you (irrespective of any reductions agreed with you regarding the amount of our costs).
- (g) At our discretion, our costs may be assessed by an independent legal costs consultant. The independent legal costs consultant may prepare a short form assessment of costs, and the cost of the assessment will be charged and payable by you as a disbursement. If you elect not to have our costs assessed by an independent legal costs consultant you must give us those instructions in writing.
- (h) You are responsible for paying our costs even if, at your request, we send our invoices to other parties. Our invoices must be paid within 7 days and you must reimburse us for any costs we incur in recovering overdue invoices.
- (i) If you do not pay an invoice, then you agree we are entitled to exercise a solicitor's lien which allows us to retain all your documents and trust funds until the invoice is paid.
- (ii) the court may order that you pay another party's costs (e.g. if you lose the case). We will separately give you an estimate of what those costs might be but as a general rule, costs payable could be between 35% and 50% of the actual costs incurred by the other party. These costs would be payable by you in addition to the costs that you must pay to us; and
- (iii) unless we specifically agree in writing, your liability to pay our costs does not depend on whether you are successful in the court proceedings.
- (b) If your matter is resolved by alternate dispute resolution, prior to any agreement resolving the matter, we will provide you with:
  - (i) a reasonable estimate of the costs payable by you on settlement;
  - (ii) a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you; or
  - (iii) a reasonable estimate of the costs you have to pay to the other party.

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## 8. Making Payments to Redchip

As a means of avoiding you being targeted by hackers, please do not act on any communication (from us or otherwise) that asks you to transfer or deposit any money above \$10,000 without phoning (on a known or separately verified number) us to confirm the authenticity of that request. You may wish to also consider checking for amounts less than this on a case by case basis. We are not liable for any loss suffered as a result of you relying upon any communication purportedly from us, that has not actually been sent from our office.

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## 9. Costs in court proceedings

- (a) If court proceedings are taken on your behalf:
  - (i) the court might order the other party to pay your costs. An order by the court for the payment of costs will not necessarily cover the whole of your legal costs. This means that you will be personally liable to pay the remainder of our costs owed by you and not covered by the order. We will separately give you an estimate of the range of costs that may be recovered from the other party, but as a general rule, costs recoverable could be between 35% and 50% of the actual costs incurred;

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## 10. Working with you

You agree that when working with us you will:

- (a) give us accurate, timely and full information and instructions were never we request;
- (b) keep us informed of any changes to your email address, telephone number or address;
- (c) transfer payments to our trust account whenever we reasonably require;
- (d) pay our invoices when due (except when disputed in accordance with these General Terms);
- (e) comply with any reasonable cyber security obligations that we require, and otherwise take reasonable measures to prevent attacks or misuse of either our or your information (including telephoning us to confirm payment details before transferring a payment).

If you have a matter where you urgently need assistance, please call rather than email, and indicate the urgency to the person taking your call.

You agree that we may use email to communicate with you and may use the email address that you provide to us for that purpose. You agree to release us from any liability for any loss which you might incur if an email is intercepted or corrupted during transmission or if a document which we prepare for

you is altered by you or any other party without our written consent.

We welcome feedback – good and bad. We would rather have the opportunity to rectify a problem than have a dissatisfied client. So please let us know if there is an issue, and we will do our best to provide a solution.

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#### **11. Disputes about costs**

- (a) If you would like to discuss your costs or our invoices you should contact the director in charge of your matter, or otherwise contact our Managing Director, Robert Lalor on (07) 3223 6100.
- (b) If there is a dispute in relation to our costs you have the right to apply for the costs to be assessed and for this agreement to be set aside. The time limits to take these actions are:
  - (i) an application for costs to be assessed – 12 months from the delivery of our invoice or request for payment or any extended time permitted by the court or cost assessor;
  - (ii) application for the agreement to be set aside – within 6 years or such other time as permitted by law.

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#### **12. Change of Lawyer or Firm**

You may change the lawyer at Redchip conducting any of your matters or move your matter to a new firm at any time. Please give us notice of the change to a new lawyer or firm as soon as possible to minimise inconvenience to you in transferring your file. We may charge for fees and costs incurred up to the time when the notice is received and may require that these fees be paid before we release your file.

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#### **13. Termination of this Agreement**

- (a) You may terminate our engagement with you and withdraw your instructions at any time and for any reason.
- (b) We may also terminate our engagement and cease to act for you for lawful cause or if you:
  - (i) breach these General Terms or anything contained in the Engagement Letter;
  - (ii) require us to act in a manner that we consider to be unlawful or unethical;
  - (iii) fail to give us adequate instructions;
  - (iv) do not allow us to properly verify your identity or your authority to give us instructions;

- (v) unreasonably refuse to follow our advice;
- (vi) fail to keep us advised of your current contact details;
- (vii) directly or indirectly indicate or suggest you have lost confidence in us;
- (viii) fail to pay for any accounts in accordance with our credit terms or to provide money to be paid into trust as may be required by clause 6;
- (ix) lose legal capacity or the ability for you to properly communicate your instructions to us; or
- (x) engage other lawyers to conduct the work or matter to which the engagement relates.

- (c) We will give to you reasonable notice if we intend to terminate our engagement.
- (d) If our engagement is terminated by either of us, you agree that we are entitled to all outstanding fees and costs up to the date of termination and will be entitled to retain possession of your file and all of your documentation until payment of those fees and costs is received by us.
- (e) If the matter involves a fixed fee or lump sum fee, and our engagement ends or your matter concludes before we complete the scope of work, you must pay that part of the fixed fee that reasonably reflects the value of the work performed to the date of the termination or conclusion of the matter, plus any expenses and disbursements which are not included in the fixed fee but have been reasonably incurred in order for us to complete the work.

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#### **14. Copyright and file retention**

We may use precedents and other tools in providing our services to you. You have a right to use the documents we prepare for you only for the purposes for which they are supplied.

We retain ownership of all copyright in all contracts, agreements, declarations, forms and other documents (**Documents**) created and developed by us to the extent to which we are lawfully entitled to assert ownership of that copyright. We retain and reserve all rights at all times with respect to copyright ownership in the Documents.

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#### **15. Trust Account Authority**

You hereby agree to pay our costs on the basis set out in this offer of legal services. You authorise us to transfer from our trust account to our general account

money paid into our trust account on account of professional fees and incurred disbursements as may be necessary, from time to time, to pay our invoices which will be rendered in the conduct of each individual matter. You further authorise us to pay directly from our trust account any third party outlays and disbursements properly incurred on your behalf.

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## 16. Your information

- (a) Personal information about you, provided by you or 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*).
- (b) The information you provide to us will be treated as confidential. You authorise us to use and disclose such information as necessary for us to carry out our work or as otherwise legally required or permitted by law, or as you authorise. This may include the provision of your information to others (e.g. within the law practice, to the Court, to another other party to litigation, to valuers, experts, barristers and other parties that may provide administrative or ancillary services).

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## 17. Personal responsibility

- (a) In consideration of our providing legal services, each person who signs an engagement letter or otherwise gives us instructions to act (irrespective of the capacity or authority they had to sign the engagement letter or to give us instructions), acknowledges and agrees they are jointly and severally liable for the payment of our fees and expenses in performing work for the Client as if they were named as the Client in these General Terms or in our engagement letter. Each person agrees to indemnify us for any loss we suffer because the Client does not pay our fees for any reason.
- (b) You acknowledge that we will use and rely primarily on the information provided by you in the performance of our work without having an opportunity to independently verify or assume responsibility for the accuracy or completeness of such information.

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## 18. More than one client

- (a) Where there is more than one Client named in the Engagement Letter:
  - (i) you consent to us sharing information (including confidential information) about you with the each other person named as a Client;

- (ii) if one of you insists that information or instructions be withheld from the other(s), we will have to cease acting for all of you;
- (iii) if a conflict arises between you as joint clients, you all need to engage new lawyers and you may incur additional legal costs; and
- (iv) all clients are jointly and severally liable for legal costs which means that we can recover legal costs from all or any of you.

- (b) You agree that we may accept instructions from those persons who represent to us that they are authorised to provide instructions on behalf of the Client (for example, other directors, business partners, employees, spouses, accountants and other advisers) and that in the case of joint Clients, we may act on instructions given by either Client, and each Client will be considered the agent for the other for the purposes of giving instructions binding on both.

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## 19. Retention of Documents

Please note that since 2014 we have been running matters with an electronic file, and not a paper based file. Accordingly all correspondence and documents will be retained by us in electronic format only and we will not retain any documents in hard copy.

All original documents that we receive during the course of your matter will be scanned and saved electronically and will either be returned to you (in the case of important original documents that must be retained) or otherwise will be destroyed by us. You should therefore retain for safekeeping all original documents that are provided to you.

You consent to:

- (a) your documents being held in electronic form;
- (b) us destroying any paper duplicates at any time, other than those original documents that are returned to you;
- (c) us transferring your documents in electronic format;
- (d) our storing documents and correspondence relevant to you in servers hosted by third parties located outside of our premises.

At the completion of our engagement and if all outstanding fees and outlays have been paid:

- (a) we may write to you to seek instructions about the collection or transfer of your documents

without charge, or the destruction of your documents;

- (b) if you do not collect or provide instructions to transfer or destroy your documents, please note the relevant legislation provides that we may destroy documents relating to a matter if:
  - (i) it is at least 7 years since the completion of the matter;
  - (ii) we have been unable, despite making reasonable efforts, to obtain instructions from you about the destruction of the document;
  - (iii) it is reasonable in the circumstances, having regard to the nature and content of the document, to destroy the document.

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## 20. General matters

- (a) Any amendments to these General Terms must be made in writing or if agreed verbally between us, must be confirmed in writing within a reasonable time after such verbal agreement.
- (b) From time to time the advice given by us in the course of your matter will be based on assumptions or qualifications and those assumptions or qualifications will be set out in the advice. We will not be liable for any part of our advice that is conditional upon any of those assumptions in circumstances where further information or events make any part of our advice incorrect.
- (c) You agree that you have been informed that you should seek independent advice in relation to these General Terms prior to signing the same. By signing our engagement letter you acknowledge you were afforded the opportunity of independent advice.
- (d) This agreement is governed by the laws of Queensland and each of us agree to submit to the non-exclusive jurisdiction of the courts of Queensland.
- (e) You agree that we can assign, novate or otherwise transfer any of our rights or obligations under the costs agreement we have entered into with you without the need to obtain your consent. You agree that if we merge or amalgamate with another law firm that we can transfer your file and all documents held on your behalf to that other firm.
- (f) These General Terms and Engagement Letter may be executed in original form or by electronic signature, and in any number of

counterparts each of which will be considered to constitute the same instrument.

- (g) Any provision of these General Terms or our engagement letter that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of these terms and our engagement letter.
- (h) As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this costs agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.

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## 21. Acknowledgement

You acknowledge that:

- (a) this offer of legal services will be accepted by you if you sign the Engagement Letter or if you otherwise continue to instruct us to perform the work described in our Engagement Letter;
- (b) you have read, understood and agreed to be bound by the terms of these General Terms;
- (c) you have read and understood the information contained in Form 1 (a copy of which is **attached**) pursuant to s308(5) of the *Legal Profession Act 2007*; and
- (d) you have received and will retain your own copy of these General Terms and the attached Form 1.

## FORM 1

*Legal Profession Act 2007 (s 308(5))*

### FORM OF DISCLOSURE OF COSTS TO CLIENTS

#### ***Legal costs — your right to know***

You have the right to:

- negotiate a costs agreement with us;
- 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.

For more information about your rights, please read the fact sheet titled *Legal Costs — your right to know*. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).