

General disclosure notice and Terms of engagement

Legal Profession Act 2007

Professional Standards Act 2004

Fox and Thomas Pty Ltd
ACN 010 123 814

Contents

General disclosure notice <i>Legal Profession Act 2007</i> (Qld) (LPA)	1
Fox and Thomas fee schedule (task-based).....	6
Queensland Supreme Court scale of fees	8
Bill Notices pursuant to the <i>Legal Profession Act 2007</i>	16
Terms of engagement	17
Disclosure notice - limitation of liability <i>Professional Standards Act 2004</i>	23

General disclosure notice

Legal Profession Act 2007 (Qld) (LPA)

The LPA requires Fox and Thomas Pty Ltd to disclose:

1. Legal fees – your rights

1.1 Pursuant to the LPA you have the right to:

- (1) negotiate costs with us;
- (2) receive a bill of costs from us;
- (3) request an itemised bill of costs after you receive a lump sum bill from us;
- (4) request written reports about the progress of your matter and the costs incurred in your matter;
- (5) apply for costs to be assessed within 12 months if you are unhappy with our costs;
- (6) apply for the Letter of engagement to be set aside;
- (7) accept or reject any offer we make for an interstate costs law to apply to you;
- (8) notify us that you require an interstate costs law to apply to your matter; and
- (9) be notified of any substantial change in the matters disclosed in this notice.

2. Further information

- 2.1 This disclosure notice provides you with information about our legal services, the cost of those services and your rights.
- 2.2 For more information about your rights, please read the factsheet titled "Legal Costs – your right to know". You may obtain it from the Queensland Law Society or download it from their website at www.qls.com.au.

3. Queensland law

- 3.1 The law of Queensland will apply to the proposed Letter of engagement.
- 3.2 You have the right to enter into a Letter of engagement 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).
- 3.3 You also 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.

4. Disputes

- 4.1 In the event of a dispute in relation to legal costs, you may:
 - (1) apply for a costs assessment within 12 months of delivery of a bill; or
 - (2) request payment over such extended time as may be permitted by the court or costs assessor after considering the reason for

the delay (except sophisticated clients as defined in the LPA); and

- (3) apply to set aside the Letter of engagement within 6 years or other times as the law permits.

5. Incorporated status of this firm

- 5.1 This firm is an incorporated practice. It provides no services other than legal services.

6. Cost of legal services

There are several bases by which legal practices charge for professional services rendered including itemised scale fees, statutory scales, time based fees, task based fees, fixed fees and conditional fee arrangements. These different methods of charging may result in different fees payable.

6.1 How this firm charges

Professional fees will be charged on one or a combination of the following basis:

- (1) Fixed lump sum fee
 - (a) If a fixed lump sum fee has been proposed, it will be for the whole of the work or the stage of work described.
 - (b) The fixed lump sum fee (if applicable) has been or will be disclosed to you.
 - (c) Work outside the scope of the fixed lump sum fee agreement will be charged in accordance with the Fox and Thomas task-based fee scale.
- (2) Task based fees
 - (a) If a task-based fee has been proposed, it will be determined by reference to the Fox and Thomas fee schedule (task-based charges) attached.
 - (b) The Fox and Thomas fee schedule is revised periodically.
- (3) Professional fee for technology services management
 - (a) If your matter is a task based fee, we will charge 3% of the professional fees to cover technology services management.
 - (b) If your matter is based on a fixed lump sum fee, these charges will be included in the fixed lump sum fee.
- (4) The first bill to you following the revised scale of costs will constitute disclosure of the revised fee schedule. Payment by you of that bill will be treated as acceptance by you of that new fee schedule.

- (5) Sometimes it is of benefit for you for two or more team members to confer on a matter to discuss strategy or other aspects of the work. At our discretion, where this is necessary, both team members will charge for the tasks they undertake. Usually this results in a better outcome for you, in that whilst there may be more work being performed at that time, it will usually result in less work being required to progress the matter in the future. It may also result in a better outcome for you. The amount you are charged for both team members may not be recoverable from the other party if the matter has to be resolved by Court proceedings and you obtain a costs order in your favour.

6.2 Fee ranges

Where a range of fees has been provided, the amount charged will be determined by reference to the higher of, the task based fee or the minimum charge of the range for that stage of work.

6.3 Sundry disbursements

- (1) Many legal practices commonly charge and recover expenses for facsimiles, telephone costs, postage, emails, printing, scanning and most photocopying, in addition to Professional fees.
- (2) Other than in relation to bulk photocopying, printing and scanning this practice will **not** charge or recover expenses for facsimiles, telephone costs, postage, emails printing, scanning and most photocopying. The cost for these items is included within the professional fee.
- (3) Charges for bulk photocopying, printing or electronic scanning (greater than 100 sheets at a time) may be charged at \$0.50¢ per sheet for items such as, information memorandums, multiple documents, Briefs to Counsel, Court documents, discovered documents and the like to defray the costs of the abnormal administration involvement in dealing with the volume of that material.

6.4 Expenses and disbursements

- (1) Expenses and disbursements are sums of money which this firm pays (or becomes liable to pay) to others on your behalf.
- (2) Expenses and disbursements must be paid by you in addition to professional fees. These may include, for example:
 - (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) parcel post, express or registered post, courier and messengers;
- (l) transcript charges;
- (m) other law practice fees (including barrister's fees);
- (n) travel expenses and accommodation costs.

- (3) You will be informed of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

6.5 Travel

Where the solicitor is required to appear in Court, for a mediation, meeting or for other reasons at a location away from the solicitor's office:

- (1) the solicitor will travel by motor vehicle and you will pay for the travelling and accommodation and meal expenses whilst the solicitor is reasonably absent from the office; or
- (2) the solicitor will travel by commercial aircraft and you will pay for the cost of the air ticket, any motor vehicle expenses incurred between the office and the airport, any reasonable accommodation and meal expenses and any necessary taxi fare expenses between the airport and the Court, mediation or meeting location accommodation; or
- (3) the cost of an air charter from the solicitor's office to the location of the Court, mediation or meeting location together with any taxi fares and necessary reasonable accommodation expenses.

6.6 GST

- (1) All professional fees, rates, charges, expenses, etc in this document are GST exclusive unless otherwise stated to be inclusive of GST.
- (2) You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.

7. Liability for Legal fees

7.1 You will be liable to pay this firm whether or not:

- (1) in terms of any document another party is to pay or reimburse your legal fees and disbursements; or
- (2) the other party to any court proceedings has to pay your costs of the proceedings.

8. Statutory scales of fees

8.1 Scales of fees fixed by legislation (Government scales) that are applicable to the amounts to be

charged pursuant to our Letter of engagement are the Supreme Court scale of costs, a copy of which is attached

8.2 The Government scales are the government determined charge rates that apply in relation to the work in the absence of a disclosure notice and Letter of engagement.

8.3 Fees and charges calculated in accordance with the Government scales will, on occasion, exceed the fees and charges determined in accordance with the disclosure notice and Letter of engagement. On other occasions the Government scales will result in a lower cost.

9. Estimate of your costs

9.1 We are obliged to provide you with an estimate of costs.

9.2 The estimate is an estimate, not a quotation and is subject to change.

9.3 It is not always possible at the time we first receive instructions, to provide an accurate estimate of the total costs.

9.4 The estimate or range of estimates will be based on what you have told us so far and on the information available at the time. The estimates may change when more information is available to us.

9.5 The major factors which will affect the estimates are:

- (1) clarity, accuracy and completeness of instructions;
- (2) co-operation, timeliness, delay and commitment of client, other parties involved, their professional advisers and other third-party stakeholders (government departments, courts etc) to the process;
- (3) the number of parties and advisers;
- (4) complexity of transaction;
- (5) ease of communication with and availability to all stakeholders; and
- (6) complexity of the law and the facts in relation to the matter.

9.6 Something which is not readily understood always is the fact that the knowledge and competence of the lawyers on the other side of a matter, together with the timeliness in response and general disposition and commercial knowledge of their client, can impact on the amount of time and effort it takes us to finalise a job for a client. This in turn may impact on the costs to us of handling a transaction and therefore the level of the fee we ultimately charge.

10. Tax invoice and interest charges

10.1 Tax invoices will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST – monthly, at the conclusion of any designated stages and the completion of the work.

10.2 Interim tax invoices may be sent on account of lump sum amounts during the course of a matter.

10.3 Each tax invoice rendered will be regarded as a final bill for work done as described in the bill and any information included in the bill, setting out details of amounts owing in respect of previous bill will not, for any purposes or any subsequent determination, form part of the later bill.

10.4 If our tax invoice/s to you remains unpaid for 30 days or more after the date of issue:

- (1) interest may be charged on the unpaid amount in accordance with the provisions of the LPA; and
- (2) the interest will be charged on the unpaid amount at the benchmark rate which is equal to the Cash Rate Target (being the percentage stated by the Reserve Bank of Australia from time to time as the Cash Rate Target) **plus** 6% from the date of invoice to the date of the payment.

10.5 A sample of our tax invoice is attached.

11. Solicitor's lien

11.1 If you do not pay our account, then our Letter of engagement entitles the exercise of a solicitor's lien.

11.2 The lien allows us to retain all your documents and funds in trust until the account is paid.

12. File retention and production

12.1 At the conclusion of a file:

- (1) you own all documents prepared by us for your benefit and for which you have been charged;
- (2) you own documents prepared by a third party during the course of this retainer and sent to us, unless we have paid for the preparation of that document;
- (3) we own documents sent by you to us during the course of this retainer, the property in which was intended by you at the date of sending to us, to pass from you to us;
- (4) we own all documents, file notes, memos, preparation and instruction notes, prepared contemporaneously or otherwise, made in respect of or in consequence of any attendance which we have had on you or any other third party in connection with your matter covered by this retainer and all internal emails made in respect of your matter, and for which attendance or instruction we have charged you.

12.2 We retain and archive your file as an electronic file for not more than 7 years. If you require a copy of your file we will be entitled to charge you an estimated upfront fee plus GST for the delivery of your file in either electronic or hard copy form of your document or documents to which you are entitled, calculated at a paralegal rate to produce your file in the requested format.

If the cost to produce the file is more than the estimate, the actual cost will be payable before the release of the file. If the cost to produce the file is less than the estimate, a refund of the excess funds paid on account of the production will be delivered with the file.

13. Contact person

- 13.1 You may contact any of the following directors of the practice regarding your legal costs:

Kay Rhodes	07 4671 6000
Michael Cowley	07 4671 6000

14. Substantial changes to disclosure

- 14.1 You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

15. Engagement of another law practice (e.g. barrister)

- 15.1 You will be advised if we engage another law practice on your behalf to provide specialist advice (e.g. a barrister) or services.

16. Ending arrangements

- 16.1 You may end our engagement by written notice; however, you remain liable for the legal costs up until that time.
- 16.2 If you do not pay monies in accordance with our Letter of engagement, we may suspend work and may cease acting for you.
- 16.3 We may stop providing services to you for any lawful cause.
- 16.4 We will not continue to do the work and may terminate the agreement if:
- (1) we, on reasonable grounds, believe that we may have a conflict of interest;
 - (2) you breach this agreement;
 - (3) you require us to act unlawfully or unethically;
 - (4) you fail to give us adequate instructions;
 - (5) you indicate that you have lost confidence in us;
 - (6) you fail to pay our bills;
 - (7) you fail to provide money to be paid into trust as may be required;
 - (8) you lose legal capacity;
 - (9) you unreasonably refuse to act in accordance with our advice;
 - (10) you are not truthful to us;
 - (11) we are unable to obtain information or documentation we reasonably require in order to comply with our legal or regulatory obligations (including customer due diligence information); or
 - (12) any other just cause.
- 16.5 In addition to our rights to terminate in accordance with this agreement, we are bound

by rule 12 of the Australian Solicitors' Conduct Rules to terminate under the following circumstances:

- (1) we are subject to statutory obligations, including reporting obligations that might include confidential information; and
- (2) we may terminate the retainer, and notify you, where continuing to act would require us to breach our ethical duties or professional responsibilities; and
- (3) the law may prohibit us from providing reasons terminating the retainer under the previous sub-rule.

- 16.6 We will give you notice of our intention to terminate our agreement, and the grounds on which the notice is based.

- 16.7 If permission from a Court is required for withdrawing from an action commenced, you hereby authorise us to withdraw upon permission being obtained by the Court.

- 16.8 You remain liable for the legal costs up until the termination of this agreement.

- 16.9 On termination, we are entitled to retain possession of your documents and trust money while there is any money owing to us for professional fees, fees for other items and expenses and disbursements, unless and until security is provided for our costs.

17. Costs in Court proceedings

- 17.1 If Court proceedings are taken on your behalf:

- (1) the Court may order that you pay another party's costs (for example, if you lose the case);
- (2) 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
- (3) 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 Letter of engagement.

- 17.2 If you are successful in litigation:

- (1) there may be a range of costs that may be recovered from the other party;
- (2) it is generally not possible at the commencement of an action to provide an accurate estimate; and
- (3) in most litigation (other than family law and estate litigation) the maximum amount of costs that are recovered from another party are generally limited to 40 to 60% of your incurred costs.

- 17.3 If you are unsuccessful in the litigation:

- (1) you might expect that costs will be recovered against you by the other party (although not generally in respect of family law and estate litigation);

- (2) it is generally not possible at the commencement of an action to provide an accurate estimate, as we will not know the basis of charge of the other party's lawyers and other consultants or the manner of their conduct of the litigation; and
- (3) we would expect the range of costs recovered against you could be, between, 40% to 100% of your incurred costs. On occasion, the costs recovered against you will exceed your incurred costs.

17.4 If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter we will provide you with a reasonable estimate of our 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.

17.5 If you are required to pay the costs of the other party on a party/party basis in a Family Law matter, those costs are set out in the attached Family Court of Australia chapter 19, costs notice.

Fox and Thomas fee schedule (task-based)

Effective from July 2025

1. Task based fees

Task based fees are charged at a rate for each task completed applicable to the person (author) performing the task.

2. Task rates

These task rates for each author are:

Australian Legal Practitioners (ALP)	Task rate (per unit)	Amount inc GST
Directors	\$50.00 - \$65.00	\$55.00 - \$71.50
Principals / Associates	\$40.00 - \$60.00	\$44.00 - \$66.00
Solicitors	\$30.00 - \$50.00	\$33.00 - \$55.00
Consultants	\$50.00 - \$65.00	\$55.00 - \$71.50
Non-ALP	Task rate (per unit)	Amount inc GST
Managers	\$25.00 - \$35.00	\$27.50 - \$38.50
Support paralegal staff	\$10.00 - \$35.00	\$11.00 - \$38.50
General administrative secretarial support staff	no charge	
ALP	Half day rate	Amount inc GST
Directors	\$2,000 - \$2,600	\$2,200 - \$2,860
Principals / Associates	\$1,600 - \$2,400	\$1,760 - \$2,640
Solicitors	\$1,200 - \$2,000	\$1,320 - \$2,200
Consultants	\$2,000 - \$2,600	\$2,200 - \$2,860
ALP	Full day rate	Amount inc GST
Directors	\$4,000 - \$5,200	\$4,400 - \$5,720
Principals / Associates	\$3,200 - \$4,800	\$3,520 - \$5,280
Solicitors	\$2,400 - \$4,000	\$2,640 - \$4,400
Consultants	\$4,000 - \$5,200	\$4,400 - \$5,720

3. Tasks

Each of the following is charged as a separate task:

3.1 Client Due Diligence tasks

- (1) Routine collection and verification of identity material;
- (2) Risk assessment, beneficial ownership, analysis and PEP/sanctions evaluation.

3.2 Correspondence tasks

- (1) Letter, facsimile or email received or sent, including forwarding emails and facsimiles.

- (2) Correspondence longer than 1 page is treated as a separate task for each page or part.

The relevant administrative procedures, e.g. photocopying, attaching documents, copies and or electronic files, filing and indexing the correspondence and attachments are included within the task and not charged as separate tasks.

3.3 Documentation tasks

- (1) Each document prepared, reviewed, considered or received and perused.
- (2) Documents drafted, reviewed, considered and prepared for distribution are treated as a separate task for 100 words.
- (3) Documents received, perused, reviewed and considered are treated as a task for the first page, and an additional task for each 3 pages or part thereafter.
- (4) For examining or comparing documents where perusal is not necessary, each 10 pages or part is charged as a separate task.
- (5) The relevant administrative procedures, e.g. binding, copying, scanning, filing and indexing the documentation are included within the task and not charged as separate tasks.

3.4 Telephone, meetings and personal attendances (attendances)

- (1) With any person, including other staff involved in undertaking the work.
- (2) Telephone calls and messages, administrative processes, travel, delivery and service of documents, court attendance and waiting are charged as separate tasks.
- (3) Includes author time for preparation and review of file prior to attendance, making notes of attendance.
- (4) The relevant administrative procedures, e.g. filing, scanning and indexing of notes to file attachments are included within the task and not charged as separate tasks.

3.5 Extended tasks

Where the reasonable time taken for an author to complete any task exceeds 6 minutes, an extra 1 unit of charge will apply for each 6 minutes or part thereof taken to complete the task.

3.6 Daily charge rate

- (1) In some circumstances, an author spends the whole day (four to eight hours or more) or a half day (three to four hours or less) with a client, out of office continuously working on tasks such as extended meetings, mediation, Court hearings, out of the office interviews, round table discussions with other advisors and the like.

- (2) In these circumstances, it is appropriate that a daily or half daily rate is charged rather than a task based charge.
- (3) If an author spends a half day (up to four hours) with the client or on client matters out of the office, the client will be charged at a half day rate and if it is a full day (four to eight hours), the client will be charged at a full day rate.
- (4) If an author is required to travel, the travel will be charged at one third of the author's hourly rate for the total time of the travel including return plus any disbursements for the use of the car and any accommodation.
- (5) If it would be more cost effective for a small plane to be hired, this will only be done with the consent of the client.

3.7 General care on conduct

In some circumstances, in addition to amounts allowed for under other items in this schedule an amount of up to 50% of the total of the task-based charge may be charged having regard to the circumstances of the matter generally; including, for example:

- (1) the complexity of the matter;
- (2) the difficulty and novelty of questions arising in the matter;
- (3) the urgency of the matter;
- (4) the importance of the matter to the client;
- (5) the amount involved;
- (6) the skill, labour, specialised knowledge and responsibility involved in the matter on the part of the author and the quality of the work done;
- (7) the number and importance of documents prepared and perused, without regard to the length of the documents;
- (8) the time spent by the author;
- (9) the place where, and the circumstances in which, the legal services were provided;
- (10) research in consideration of questions of fact and law;
- (11) the disruptive impact of the conduct of the matter on the practice; and
- (12) level and magnitude of risk to the practice.

Queensland Supreme Court scale of fees

Schedule 1

Scale of costs

Supreme Court
rule 691(2)(a)

General matters

General care and conduct

(including
GST)

1. In addition to an amount that is to be allowed under another item of this schedule, the amount that is to be allowed for a solicitor's care and conduct of a proceeding is the amount the registrar or a costs assessor considers reasonable, in accordance with any guidelines issued in a practice direction by the Chief Justice and having regard to the circumstances of the proceeding including, for example-
 - (1) the complexity of the proceeding; and
 - (2) whether the proceeding is in the Supreme Court or the District Court; and
 - (3) if the proceeding is in the Supreme Court – whether the proceeding could have been brought in the District Court; and
 - (4) the difficulty and novelty of any question raised in the proceeding; and
 - (5) the importance of the proceeding to the party; and
 - (6) the amount involved; and
 - (7) the skill, labour, specialised knowledge and responsibility involved in the proceeding on the part of the solicitor; and
 - (8) the number and importance of the documents prepared or perused, without regard to the length of the documents; and
 - (9) the time spent by the solicitor; and
 - (10) research and consideration of questions of law and fact.

Registrar's or costs assessor's discretion

2. For a matter for which a cost is not provided for in this schedule, the amount to be allowed is the cost the registrar or a costs assessor considers reasonable.

Costs on quarter-hourly basis

3. If, under an item of this schedule, costs in relation to a matter are allowable on a quarter hourly basis, the amount to be allowed is-
 - (1) for less than a quarter-hour spent on the matter—the cost of 1 quarter-hour; or
 - (2) for part of a quarter-hour after the first quarter-hour spent on the matter—a proportionate amount of the cost of 1 quarter-hour.

Drafting documents

4. Drafting a document—for each 100 words. 26.75

Producing documents

5. Producing a document in final form—for each 100 words. 6.45

Preparing exhibit certificates

6. Preparing an exhibit certificate—for each exhibit, including a paginated book. 5.05

Copying documents

7. Copying a document for each page. 0.29

Perusing documents

8. Perusing a document—for each 100 words. 6.45

Examining or comparing documents

9. Examining a document or comparing documents, if perusal is unnecessary—
 - (1) by a solicitor—for each quarter hour 94.90
 - (2) by an employee—for each quarter hour. 28.05

Serving documents

10. Serving on a person 1 or more documents at the same time-
 - (1) personal service, by a solicitor or a solicitor's employee, if personal service is required for 1 or more of the documents served. 55.45

General matters	(including
General care and conduct	GST)

However, if the registrar or a costs assessor considers another amount is reasonable (having regard, for example, to the distance travelled, the time involved, and the number of attendances necessary to effect service), the amount to be allowed is the amount the registrar or the costs assessor considers reasonable.

(2)	ordinary service, other than ordinary service of a type mentioned in paragraph (3), (4) or (5)	34.75
(3)	service by post	25.30
(4)	service by facsimile-	
(a)	for the first page	11.55
(b)	for each extra page	1.35
(5)	service by email.	11.55

Attendances

11.	Attendance, if capable of being done by an employee-	
(1)	to file or deliver a document, obtain an appointment, insert an advertisement, or settle an order;	
(2)	to search;	
(3)	to do something of a similar nature.	34.75
12.	Attendance by telephone that does not involve the exercise of skill or legal knowledge.	23.30
13.	Attendance in court, mediation or case appraisal, at a compulsory conference or before the registrar, by a solicitor who appears without a barrister—for each quarter-hour.	105.20
14.	Attendance for a hearing or trial held at a place other than the town where the solicitor lives or carries on business-	
(1)	by the solicitor -	
(a)	for the time spent in attendance at the hearing or trial—for each quarter-hour;	96.25
(b)	for the time the solicitor is absent from the solicitor's place of business, including time used in travelling to or from the hearing or trial, other than in attendance at the hearing or trial-	
(i)	for an absence of 4 hours or less;	723.05
(ii)	for an absence of more than 4 hours—for each quarter-hour to a maximum of 8 hours;	46.75
(c)	the expenses the registrar or a costs assessor considers reasonable for each day of absence, including Saturdays and Sundays;	
(d)	the actual expenses of transport to and from the hearing or trial the registrar or a costs assessor considers reasonable;	
(2)	by the solicitor's employee—the amount the registrar or a costs assessor considers reasonable.	
	However, if the solicitor's absence is to attend more than 1 hearing or trial at the same place, the costs are to be divided proportionately.	
15.	Attendance at a call-over, to be apportioned if the attendance is for more than 1 proceeding	63.40
16.	Other attendances—	
(1)	by a solicitor, involving skill or legal knowledge—for each quarter-hour	96.25
(2)	by an employee—for each quarter-hour	28.05
	However, the costs allowed under this item are to be reduced by 25% in relation to time necessarily spent at court before an appearance in court.	

Correspondence

17.	Correspondence sent:	
(1)	Correspondence sent:	
(a)	written message or letter (20 words or less).	19.40
	This includes a letter forwarding documents without explanation.	

General matters General care and conduct		(including GST)
	(b) short letter (21 to 100 words);	38.70
	(c) any other letter – for each 100 words.	33.60
	This covers any form of written communication including ordinary post, facsimile, email, text or other form of electronic transmission.	
	This includes the charges of the communication provider, other than charges for sending the correspondence by registered post, international post or courier or serving the correspondence personally.	
	For a circular letter, the first is to be allowed under this item. For each circular letter after the first, the charge under item 7 applies.	
(2)	Correspondence received:	
	(a) receiving any correspondence, including by electronic means, and filing, including reading a message (20 words or less) and, for an electronic communication, printing 1 page for filing	19.40
	For printing additional pages received electronically for filing, the charge under item 7 applies.	
	(b) perusing correspondence:	
	(i) for the first 100 words;	25.80
	(ii) for each 100 words or part after the first 100 words;	12.90
	(c) if perusing the document is not reasonably necessary, to examine the document, for each page.	6.50
(3)	Agency correspondence:	
	(a) for sending correspondence to the agent by the principal, or to the principal by the agent – costs under subitem (1).	
	(b) for receiving correspondence from the agent by the principal, or from the principal by the agent – costs under subitem (2).	
	If engagement of the agent was normal and reasonable in the circumstances, costs may be charged under this item by the principal and the agent.	
	Correspondence between offices of the same firm of solicitors may be charged if it is analogous to agency correspondence and the engagement of an agent was not reasonable in the circumstances.	
	<i>Note:</i>	
	The word count for agency correspondence is based on the body of the correspondence, as defined in schedule 3.	

Electronic conduct of proceedings

18.

(1)	Examining an electronic document or comparing electronic documents, including emails, if perusal is unnecessary—for each 100 words.	1.25
(2)	Preparing a document for disclosure, or to be exchanged electronically,	
	(a) by barcoding the document—for each page;	0.71
	(b) by electronically scanning or imaging the document - for each page;	0.71
	(c) by entering data about the document in a database, including delimiting the document to decide start and end pages, and carrying out quality control of the data, for example, to check for missing data and check spelling—for each document.	6.45
(3)	To the extent a proceeding is conducted electronically, the costs to be allowed, including the costs of any electronic service provider, are the costs the registrar or a costs assessor considers have been reasonably incurred and paid.	

General matters General care and conduct		(including GST)
Fixed cost items		
19.	Instructions to sue – claim and statement of claim and service	2123.00
20.	Costs for obtaining judgment under chapter 9, part 1, division 2	558.00
21.	Costs for obtaining an enforcement warrant	558.00

Our ref: CITIZEN/111111 NLF
Contact: Michael Cowley
Direct line: 07 4671 6086
Email: michael.cowley@foxthomas.com.au

(Date)

Mr John Citizen
1 High Street
MY TOWN

**SAMPLE
ONLY**

Dear John

We write to provide you with a report as to the status of your file as at #date#.

Instructions

1. We understand the following is important to you:
 - (a) to update your will to ensure that you distribute your estate to #.

Update

2. Preparation of documents

- (a) We have prepared and you have now signed your estate planning documents, including your:
 - (i) will;
 - (ii) memorandum of wishes;
 - (iii) superannuation binding death benefit nomination;
 - (iv) enduring power of attorney document; and
 - (v) instructions to attorneys.

(Estate Planning Documents).

From here

3. Documents in safe custody

- (a) We confirm your Estate Planning Documents have now been placed in our safe custody facility for safe keeping.

4. Review and update estate planning documents

- (a) We recommend that you review your Estate Planning Documents annually and consider if they should be updated to reflect your current wishes, in particular we recommend that a review be done if any of the following apply:
 - (i) your existing will was made more than 5 years ago;

- (ii) marriage (automatically revokes most wills);
- (iii) the end of your de facto relationship;
- (iv) separation;
- (v) divorce;
- (vi) death of a beneficiary;
- (vii) bankruptcy of a beneficiary;
- (viii) death of an executor;
- (ix) executor becomes incapacitated;
- (x) birth of children;
- (xi) adoption of children;
- (xii) your children have reached 18 years of age (they could now be your executors as opposed to a distant relative or friend);
- (xiii) purchase of property and acquisition of assets;
- (xiv) formation of new trading entities - companies, partnerships, trusts;
- (xv) you move to another state, territory or overseas, where the laws may be different to the state or territory you were living in at the time of making the will; and
- (xvi) changes in State or Federal legislation may have come into force, eg changes in the law relation to capital gains tax (really a de facto death duty), may affect some assets and some bequests more than others.

Engagement and scope of work

- 5. The work undertaken on your behalf to date with respect to this matter remains within the scope of work priced.
- 6. We confirm we have no further work to undertake in relation to this matter and **enclose** our final tax invoice for work to date.

Thank you for your instructions and we look forward to working with you again in the future.

Yours faithfully
Fox and Thomas Pty Ltd

Enc

Our ref: CITIZEN/111111
Contact: Accounts Department
Direct line: +61 7 4671 6042
Email: accounts@foxthomas.com.au
ABN: 78 010 123 814

Tax Invoice: B0000000

(Date)

Mr John Citizen
1 High Street
MY TOWN

**SAMPLE
ONLY**

Tax invoice

Re: Citizen estate planning

Professional fees		600.00
Disbursements (see next page for details)		100.00
Total fees and disbursements		700.00
Plus GST on professional fees	60.00	
GST on disbursements	<u>10.00</u>	70.00
Total including GST		770.00
Less funds held in trust account		0.00
Balance to be paid		\$770.00

Yours faithfully
Fox and Thomas Pty Ltd

Payment terms strictly 14 days

Our Ref: CITIZEN/111111
Client: CITIZEN, John
RE: 111111

Date: (Date)

Invoice: B0000000



Billers Code: 322735
Ref: 00140693 3

Amount: \$770.00

Cash (no change available) Cheque Master Card Visa Card

Card Number / / / / Expiry Date / /

Cardholder Name: _____

Signature: _____ Date / / /

Direct Deposit: Fox and Thomas Pty Ltd Law Practice
Trust Account

BSB: 084-675 (NAB)

Account No: 85-792-4747

Ref: As above for BPay

Disbursements	Amount (ex GST)	GST amount*
Search fees	100.00	10.00
Total disbursements	100.00	10.00

*Some disbursements do not include GST and some disbursements have less than 10% GST

Bill Notices pursuant to the *Legal Profession Act 2007*

1. Disputes

- (a) If you dispute our legal costs (**Bill**) you may:
 - (i) contact us to discuss your concerns with us;
 - (ii) request an itemised Bill;
 - (iii) apply for a costs assessment within 12 months of delivery of a Bill or a request for payment;
 - (iv) apply to set aside the letter of engagement within 6 years or such other time as the law permits.

2. Interest payable

- (a) The current interest rate charged on unpaid Bills is at the rate that is equal to the Cash Rate Target (as defined by the Regulation to the *Legal Profession Act 2007*), plus 6% as at the date of this Bill.

3. Notice of withdrawal of trust money

- (a) If money is or becomes held in trust on your behalf it will be drawn in payment of all or part of this Bill in accordance with the *Legal Profession Act 2007* or pursuant to the Terms of engagement (**Letter of engagement**).

4. Cyber security alert – Money Transfer Precautions

- (a) Hackers are currently targeting Australian law firms and have been successful in diverting funds into fraudulent bank accounts. These scams include money transfers, false or tampered invoices and demanding ransoms to unlock access to your own computer systems. To reduce this risk, please ensure you:
 - (i) **DO NOT:**
 - (A) transfer any money to our bank account without telephoning our office to confirm account details, unless you already know our account details;
 - (B) transfer any money to anyone else on the basis of any request by us without telephoning our office to confirm the authenticity of the request, the identity of the third party, their account number, details and amounts; and
 - (C) open attachments, click on hyperlinks or download buttons in unexpected emails from us, without first contacting us to confirm legitimacy.
 - (ii) **DO:**
 - (A) contact our office if you have any doubt about any email or electronic communication that appears to have come from us; and
 - (B) ensure when phoning our office, you use a number for Fox and Thomas which you have obtained from a source separate to the number provided in the electronic communication.

Terms of engagement

Apart from good practice, it is now a requirement under the provisions of the *Legal Profession Act 2007* (Qld) (**LPA**) that we enter into a written agreement with you detailing the terms upon which we will provide legal services to you.

1. Disclosure prior to legal services

- 1.1 Before providing legal services and entry into any Letter of engagement, we are required to provide you with disclosure of information under the LPA.
- 1.2 A general disclosure notice has been provided to you within this document. In addition, a separate Letter of engagement confirming your instructions may be provided. These documents together comprise the Disclosure Notice required to be given to you in accordance with the LPA.
- 1.3 By continuing to instruct us or otherwise accepting the offer you acknowledge you have received and read the Disclosure Notice.

2. Acceptance of Offer

- 2.1 If you accept this offer you will have entered into a terms of engagement.
- 2.2 This means you and we will be bound by the terms and conditions set out in this document, and the Disclosure Notice including being billed in accordance with them.
- 2.3 Acceptance may be by any 1 of the following ways:
 - (1) signing and returning an engagement authority;
 - (2) giving us instructions after receiving this document; or
 - (3) contacting us and advising of your acceptance.
- 2.4 In a Family Law matter, we may be obliged to disclose to the Court and other parties, the contents of this agreement and the source of the funds used to pay your costs.

3. Work to be completed

- 3.1 The work that we envisage will be required pursuant to your instructions is referred to in the Instruction confirmation statement or letter.
- 3.2 If the work referred to therein does not accurately reflect your instructions, you should contact the firm immediately.

4. Duties

- 4.1 We must carry out the work required with professional skill and diligence and as far as is reasonable, keep you informed of the progress of the matter.
- 4.2 You must provide us with timely, accurate and proper instructions including all documents and other records relevant to the services we are providing to you.
- 4.3 You must also act reasonably and take reasonable care to protect your own interest in respect of the services we provide to you and any transaction relevant to the services provided by us and satisfy yourself as to the commercial

viability of the transaction and, where relevant, investigate the bona fides of the other parties to the transaction, check all financial matters and assess the commercial soundness of the transactions.

5. Cyber Alert

- 5.1 Hackers are targeting legal firms as a source of money available for scamming. They have gone to the length of replicating documents which look like investment and trust account authorities from a legal firm to trick the naïve into providing bank account details and then diverting funds from your bank account or to their bank account.
- 5.2 We need you to help us reduce this risk, particularly when you are:
 - (1) communicating with us; and
 - (2) transferring funds to us or to a third party as a result of any communication or request we have purportedly made to you.
- 5.3 If you provide instructions to Fox and Thomas to act for you, you **must not**:
 - (1) transfer any money to us **without first** telephoning us to verbally confirm our account number, details and amounts;
 - (2) transfer any money to a third party as requested in any communication apparently from us **without first** telephoning us to verbally confirm our request to you to do so and the identity of the third party, their account number, details and amounts;
 - (3) contact us using a phone number listed in any communication apparently from us that asks for money or sets out account numbers or details **without first** checking the phone number in a prior separate paper communication from us or checking the phone number on our website or white or yellow pages telephone listing; and
 - (4) open attachments, click on hyperlinks or download buttons in unexpected emails apparently from us without first contacting the sender to check legitimacy.
- 5.4 If you provide instructions to Fox and Thomas to act for you, you acknowledge that:
 - (1) we **will not** transfer funds to you until we are able to verify any bank account by a voice call to confirm those details (that is, by us reading out to you and by you reading back to us the account and BSB numbers); and
 - (2) you **will** ensure that you are available to be contacted by us to confirm verbally the bank account details for any payments to be made by us to you, particularly if those funds are to be transferred to you by a specific time; and

- (3) it is your responsibility to contact us to confirm the information in clauses 5.3(1) and 5.3(2) prior to transferring funds to us or a third party. If you do not contact us, we will not accept any responsibility for any loss you suffer as a result.
- 5.5 You **must** assist us to reduce the risk of hacking by:
- (1) contacting us if in any doubt about emails or other electronic communications that appear to have come from us;
 - (2) give the same warnings to anyone else you know who is involved in the matter (eg. the agent, broker, family member involved or any other third party) and may also be involved in transferring money to us or other parties;
 - (3) contact us by telephone to confirm verbally any changes to our bank account details or to your bank account; and
 - (4) contact us by telephone if in any doubt about emails which appear suspicious and are purportedly from us.

6. Who will perform the work?

- 6.1 Your instructions will be undertaken principally by the person specified as having conduct of your work in the Letter of engagement or otherwise advised.
- 6.2 The person responsible for supervision of the matter is also noted.
- 6.3 Other professional staff and authors may also be involved in the matter from time to time to ensure that our services are provided to you on the most cost effective, timely and expert basis.
- 6.4 Any delegation of work will also be under the strict supervision of the person responsible.
- 6.5 If you have any queries regarding the work, the person with the conduct of the file should be contacted, but if you have any concerns regarding the performance of the work, the responsible supervisor should be contacted.

7. Our basis of charging

- 7.1 The various bases of charging of fees by this practice have been set out in the general Disclosure Notice.
- 7.2 Ordinarily, the basis for charging fees on any particular matter is set out in the Letter of engagement.
- 7.3 To the extent that this practice performs any of the work outside the scope of the Letter of engagement, that work will be undertaken on the task-based charging system as detailed in the general Disclosure Notice unless a variation to the engagement is entered into.

8. Billing and payment

- 8.1 Unless otherwise discussed, we will not generally bill you more frequently than monthly.
- 8.2 The form of invoice that we will use is included with the Disclosure Notice.

- 8.3 Unless otherwise discussed, we require that payment be made within 14 days of receipt of our invoice.

- 8.4 If you have any queries at all about our invoices, then they should be directed to the person having conduct of your work.

- 8.5 You may be requested to pay all or part of the estimated costs of our professional fees and disbursements in advance.

- 8.6 You may be requested to pay further advances on account of the cost of the work from time to time.

- 8.7 All money received for unincurred professional fees and disbursements will be paid into our trust account.

- 8.8 We may withdraw monies from our trust account in payment of professional fees and disbursements as they are incurred or billed.

- 8.9 If your account becomes overdue and you do not make satisfactory arrangements with us for payment, or if you do not pay monies into our trust account on account of our fees and disbursements when requested, then we may stop providing services to you and take action to collect the amount due to us plus interest.

- 8.10 If you do not pay our account, this Letter of engagement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and trust funds until the account is paid.

- 8.11 If, in a matter where we have deferred payment by you of our fees and disbursements pending finalisation of the matter:

- (1) funds come into our trust account which could be paid out to you; and
- (2) our final account for fees and disbursements has not been rendered to you;

you hereby irrevocably authorise us to retain those funds in our trust account, or so much of them as may be required, to satisfy full payment of all our bills rendered or to be rendered to you.

- 8.12

- (1) We will provide you with your bill electronically unless you specifically instruct us otherwise.
- (2) If you provide us with an email address you will be deemed to have consented to receive our bill electronically in accordance with section 330(7) of the LPA.

9. Itemised bills

- 9.1 We have disclosed in the Disclosure Notice that our bills are issued as lump sum bills and not as itemised bills and the format of the bills is attached to the Disclosure Notice.

- 9.2 You have a statutory right to require an itemised bill prepared in accordance with the LPA.

- 9.3 It is not our practice to prepare itemised bills due to their cost of preparation, the volume of paper

involved in an itemised bill and the lack of demand for them by clients.

- 9.4 If you request an itemised bill we are obliged by the LPA to comply with that request within 28 days.
- 9.5 The form of itemised bill must state, in detail, each item of work undertaken in a way that would allow the legal costs to be assessed by a third party Costs Assessor under the LPA.
- 9.6 The LPA prohibits us from charging for the costs of preparing the itemised bill.
- 9.7 If, on preparation of an itemised bill following your request the amount of the bill is less than the lump sum bill, we will reduce our bill to that of the itemised bill.

10. Trust money

- 10.1 Where we receive funds to meet an obligation incurred on your behalf to a third party, we will pay the third party as soon as practicable after receipt.
- 10.2 Where money is paid to us in advance, we will hold the money in our trust account and will advise you how it is used.
- 10.3 Unless there is a dispute in relation to amounts owed by you, you authorise us:
- (1) to draw on money in our trust account for payment or reimbursement of expenses and third-party payments immediately those expenses are incurred;
 - (2) to draw on money in our trust account for payment to the practice's general account for legal costs owing to the practice, including such costs incurred but which we have not already paid, if the relevant procedures or requirements under the Legal Profession Regulation 2017 are complied with;
 - (3) to deposit any money we receive on your behalf to our trust account for payment of expenses, third-party payments and our professional fees, both in relation to the matter, the subject of this Terms of Engagement, and in respect of any other matter in which you have retained us;
 - (4) to draw on money in our trust account for payment of professional fees both in relation to the matter, the subject of this Terms of Engagement, and in respect of any other matter in which you have retained us:
 - (a) immediately our account is issued if you authorise us or without additional authority if our account is issued for an amount determined in accordance with the Letter of engagement;
 - (b) in other cases after:
 - (i) 7 days of being given the Bill (if you do not object to the withdrawal of those funds); or
 - (ii) if you do object to the withdrawal of those funds,

within 60 days of being given the Bill (if you have not applied for a review of your legal costs under the LPA in the meantime);

- (5) to transfer funds held in trust in relation to the matter, the subject of this Terms of Engagement, to any other trust account of matters in respect of which you have engaged us for any of the above purposes.

11. Minor Bill and trust account balances

- 11.1 At the conclusion of a matter, and after payment of our final bill, there are frequently minor amounts either owing to us by you or owing to you by us.
- 11.2 These account balances usually result from minor discrepancies in disbursements or disbursements from that anticipated in a bill.
- 11.3 In some cases, the disbursement or lodgement fee has changed or was more or less than our estimate, as a result, we have either incurred an additional expense not included in our bill or there has been a refund.
- 11.4 There is a significant administrative and legal cost to us and to you to achieve a proper explanation and accounting for these minor balances. In some cases, the refund trust account cheques sent to clients are not presented for payment resulting in further administration costs in meeting our trust account audit requirements.
- 11.5 Unless you advise us otherwise, we agree with you that to avoid the administration and legal cost involved in making minor adjustments:
- (1) we will write off and not recover from you unpaid disbursements incurred following our final bill to you if they total less than \$75; and
 - (2) you authorise us to raise an invoice addressed to you, care of our office, for an amount equal to any trust account balance of \$50 or less that remains after payment of our final bill and authorise the immediate payment of that amount to us.
- 11.6 If you would prefer that the minor adjustments be made and wish for a full explanation of these minor balances please let us know.

12. Credit card payment

- 12.1 Payment of funds to our trust account by credit card, are prohibited by law.
- 12.2 Our bills may be paid by credit card.
- 12.3 Any merchant fees payable as a consequence of payment by credit card must be paid in addition to our bill.
- 12.4 Where you supply us with your credit card details, you authorise the payment of our bill on or after the due date for payment.

13. Time for completion of the matter

- 13.1 An estimate may be given at the commencement of the matter when many uncertainties exist as to the likely course and outcome of the work.
- 13.2 The estimate may be updated from time to time.
- 13.3 We may be unable to give an estimate of time for the completion of major steps or the work in total.
- 13.4 It may be that the conduct of the matter is dependent upon the responses of another party, and that as a consequence any estimate of the expected time to complete the matter will be inaccurate.

14. Barristers and experts

- 14.1 You authorise us to act as your agents to retain experts including barristers, accountants, valuers, medical specialists, engineers, law stationers and the like to advise, settle, draw documents, give evidence and appear on applications and trial.
- 14.2 We accept liability for any error on our part in our instructions to those persons, but take no responsibility for their work or how they carry out the instructions.
- 14.3 In suggesting, or selecting, such an expert we will rely on information we are given as to the qualifications of the person but, subject to the provisions of any law having application, take no responsibility for that selection and give no warranty as to the ability of that contractor to carry out the task or as to the quality of the contractor's work.
- 14.4 The fact that we may assume liability to the contractor of the payment of its fees does not detract from our relationship of agency and you remain responsible for the repayment to us of any fees of the contractor we may choose to pay.
- 14.5 For the purposes of Australian GST law, it is you who will be making the acquisition of the contractor's services and you will be entitled to any input tax credits for GST included in amounts charged by the contractor, to the extent that you satisfy the requirements of the GST law. We will supply you with details of those tax credits and our accounts department will retain the original tax invoices on your behalf.
- 14.6 Note that many experts, including advocates, undertake work only on the basis that their liability damages are limited.
- 14.7 Where time permits, and when practicable, we will discuss with you and take into account your wishes when briefing Counsel.

15. Apportionment of liability

- 15.1 You agree that if you should claim compensation, damage or contribution from us for a loss or damage claimed to have been suffered by you arising from acts or defaults (including negligence) on our part, and such loss or damage is in part or wholly due to or contributed to by:
 - (1) your own acts or defaults or by the acts or defaults of other persons for whom you are responsible; or

- (2) the actionable conduct of one or more other persons not being directors, employees or agents for whom we bear responsibility,
- (3) then we will be liable only for that proportion of the loss or damage suffered which our acts or default bears relative to the totality of the actionable conduct of all persons causing or contributing to the loss or damage.

15.2 In this clause "**actionable conduct**" means conduct (including a failure to act) in breach of any obligation standard or duty imposed by law, statute or contract.

15.3 Where in the 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 such operation is not inconsistent with that law.

16. Third-party and joint instructions

16.1 Unless otherwise agreed in writing, where we are instructed by a person on behalf of another party or jointly with another party, we may take instructions from both that person and the other party without confirming the instructions with both parties. For example, if we are instructed to act on behalf of a person and their spouse, we may take and act on instructions from the person or the spouse, without confirming those instructions with the other of them.

16.2 Unless otherwise agreed in writing, where we are instructed by a person on behalf of another party or jointly with another party, both that person and the other party will be jointly and severally liable to pay our bills.

16.3 For removal of doubt:

- (1) any instruction given by a director or officer of a proprietary limited company on behalf of that company will give rise to a joint and several liability by that director or officer personally and the proprietary limited company for the payment of our bills; and
- (2) any instruction given by a person on behalf of another (whether jointly with that person or otherwise) will give rise to a joint and several liability by that first person and the person on whose behalf the instructions are given for the payment of our bills.

17. Email communication

17.1 We will sometimes communicate with you and third parties by email unless otherwise agreed.

17.2 We cannot guarantee the security of any emails sent or received using the internet and will not be liable for any copying, recording, reading or interference by others during any transmission or attempted transmission.

17.3 We also cannot guarantee that any communications or documents transmitted by email are free from viruses or other defects.

17.4 You agree to accept email communications from us in the course of our work on the basis that we have no liability to you with respect to the security of the email transmissions or that they are free from viruses or other defects.

17.5 If you would prefer not to communicate by email, or if there is any particular material that you do not wish to be sent using the internet, please tell us and we can discuss an alternative method of communication with you.

18. Variation of our engagement

18.1 Any amendment to the terms of this engagement agreement must be in writing.

19. Change of solicitor or firm

19.1 You may change solicitor or firm at any time.

19.2 You must give us notice of the change to a new solicitor or firm.

19.3 We may charge you for fees and costs incurred up to the time when the notice is given to us. We may retain your file until all fees and costs are paid.

20. Notice of disclosure of credit information to a credit report agency (*Privacy Act 1988*)

20.1 We may give information about you to a Credit Reporting Agency for the purposes of obtaining a Consumer Credit Report about you and allow the Credit Reporting Agency to create or maintain a Credit Information File about you.

20.2 This information is limited to:

- (1) identity particulars – your name, sex, address (and the previous 2 addresses), date of birth, name of employer, driver's licence number and your application for credit or commercial credit;
- (2) the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, loan repayments which are overdue by more than 60 days and for which debt collection action has started, advice that your loan repayments are no longer overdue in respect of any default that has been listed;
- (3) information that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations), dishonoured cheques (cheques drawn by you for more than \$100 or more which have been dishonoured more than once).

20.3 This information may be given before, during or after provision of credit to you.

21. Certification as to financial position

21.1 You warrant that neither you nor any person or corporation liable to pay our bill is an undischarged bankrupt, or insolvent and that there are no outstanding judgements or claims against them as at the date of this agreement (other than any the subject of the work being undertaken).

21.2 You must inform us should any claim or action for money owed be instituted against you or them during the operation of this agreement.

22. Independent advice

22.1 You may seek independent legal advice in relation to this agreement.

23. Records

23.1 At the conclusion of this matter, we will return your documents to you.

23.2 Your file will be kept electronically for 7 years after which time it may be destroyed.

23.3 The retention of your file under this clause will be in electronic format only, except the documents deposited in safe custody.

23.4 Your file will be maintained in electronic format. If you wish to have your file at the conclusion of the matter, it will be provided to you in electronic format only.

24. Copyright

24.1 Copyright in all documents prepared by us is and remains our property.

25. Confidentiality

25.1 We will treat the instructions you give us as having been given only to the legal practitioner and/or staff who will actually work on the matter.

25.2 They will keep the instructions and the information they may receive in the course of their work confidential.

25.3 However, they may disclose confidential information on an "as needs" basis to other legal practitioners and staff who are not and will not be working on any matter touching or in conflict with your interests.

25.4 They will not disclose the instructions and the information they may receive in the course of their work to any other person.

26. Privacy information

26.1 The *Privacy Act 1988 (Cth)* and other privacy legislation applies when we collect personal information from you in order for us to carry out your work.

26.2 Except for your name and address, this information is also confidential and may be protected by legal professional privilege. Disclosure of this information may be compelled by law.

26.3 You consent to us verifying you and your representative's identity electronically and to us disclosing your information to third parties to help us meet our obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act)*.

26.4 You also authorise us to disclose this information where necessary in the process of carrying out your work (eg. to our staff, Court or other parties involved in your matter).

27. Addition to Fox and Thomas email service

- 27.1 You consent to your email address being added to our email service. You can unsubscribe from this service at any time.
- 27.2 We use this service to keep all our clients up-to-date with important information about the firm and to provide you with updates on legal matters that we think may be relevant to you.

28. Office hours

- 28.1 Our office is open from 8.30am to 5pm every business day.

29. Our promise to you

- 29.1 We aim to reply to correspondence from you within 5 working days.
- 29.2 During your matter we will:
- (1) keep you informed of progress;
 - (2) advise you of any delays and explain the reasons;
 - (3) explain the effect of any important documents;
 - (4) inform you as best we can as to the likely cost involved in each stage of the proceeding;
 - (5) explain any changes of staff affecting your matter; and
 - (6) provide copies of relevant correspondence or other documentation.
- 29.3 At the conclusion of your matter, or at significant stages, we shall:
- (1) write confirming the conclusion of it;
 - (2) explain any continuing consequences;
 - (3) render final or interim bills promptly;
 - (4) account to you for all money due to you; and
 - (5) deliver to you any papers and property which we hold on your behalf (including your file) if you request it, subject to our right to retain them until our account has been paid in full.

30. How you can help us

- 30.1 You can help us in the following ways:
- (1) give us clear instructions;
 - (2) give us accurate, timely and full information which may include necessary customer due diligence (**CDD**) information required under AML/CTF Act.
 - (3) tell us if you have any important time limits;
 - (4) tell us if you have changed address and inform us of an address for correspondence if it differs from your home address;
 - (5) make sure that we have understood each other correctly. Ask us if you are not sure about anything;
 - (6) deal with any important questions that arise promptly;
 - (7) keep in regular touch. Do not hesitate to ask for a progress report if you are worried about anything or do not hear from us when you expect.

31. Statutory obligations

- 31.1 We are subject to statutory obligations including reporting obligations that may include your confidential information.

32. Any concerns

- 32.1 Should you have any problems with the service provided by Fox and Thomas, please tell us. We want to know if you are concerned about the way your matter is being handled. We will look into it promptly and thoroughly and will try to put it right.
- 32.2 If you are unable to raise the issue with the staff member who is acting on your behalf, or you are not satisfied with the staff member's response, please contact either:

Kay Rhodes on 07 4671 6012
Michael Cowley on 07 4671 6086

or the general manager,
Richard Hawker on 07 4671 6041.

Disclosure notice - limitation of liability

Professional Standards Act 2004

Limitation of liability

1. We are a participant in the Queensland Law Society Limitation of Liability Scheme (**Scheme**) which caps a professional negligence claim against us at \$1.5M.
2. The limited liability by the Scheme includes all civil liability arising directly or vicariously out of anything done or omitted by any member to whom the Scheme applies in acting in the performance of his or her occupation. All lawyers employed by Fox and Thomas are covered by the Limited Liability Scheme.
3. The Scheme will not apply to liability for damages arising from any matter to which the Professional Standards Act does not apply, including but not limited to, liability for damages arising from death or personal injury to a person, a breach of trust, fraud or dishonesty. The Scheme does not apply to liability for damages arising out any negligence or other fault of a lawyer in acting for a client in a personal injury claim.
4. Should you wish to have a copy of the Scheme, please contact us and we shall provide you with it. Other information of the scheme can be found on the Queensland Law Society website at www.qls.com.au.