

Disclosure Notice & Costs Agreement

Legal Costs – s308 Legal Profession Act 2007 (Queensland, Australia)

Last updated: 28 March 2023

This is to let you know about how we charge you for legal services and your rights when working with us. You engage our services by 1) sending us an email OR 2) telling us over the phone confirmed by us on email OR 3) via video conference, recorded or confirmed by us on email, or 4) continuing to provide instructions. We prefer email confirmation. We only send this document electronically.

Acceptance: Please send us a return email saying that you have read and understood the contents of this Disclosure Notice and Costs Agreement.

Electronic Invoices: Under legal practice rules we should send you paper copy bills. That is not our practice. When you engage our service, we take that as your consent to receive invoices electronically, unless you tell us otherwise.

How it works

This document contains information we have to give you.

We will also send you an email or proposal with a description of the scope of work and an estimate or fixed fee (which might be the same email that attached this document) and ask you to agree to the scope and the amount we will be charging before we start work.

You agree by sending us an email or telling us over the phone or via video conference.

If we ask you to pay an amount up front, that money will be held in our trust account until payment of our invoices is due (**trust money**). When we hold money in our trust account on your behalf you authorise us to withdraw money from trust for payment of the legal costs owing to us and paid or unpaid disbursements, including costs incurred not already paid, if the requirements under the *Legal Profession Regulation 2017* are complied with. We are entitled to withdraw trust money 7 days after issuing a request or invoice to you.

1 Legal costs – your right to know (*Legal Profession Act 2007 Form 1*)

1.1 You have the right to:

- negotiate your costs agreement with us
- receive invoices from us for the work completed
- request an itemised invoice where the bill is calculated at an hourly rate
- request written reports about the costs and progress of your matter

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- apply for costs to be assessed by an independent cost assessor within 12 months if you are unhappy with our costs (see 1.4 below)
- apply for a costs agreement to be set aside (see 1.4 below)
- accept or reject any offer we make for an interstate costs law to apply to your matter (see 1.2 below)
- notify us that you require an interstate costs law to apply to your matter (see 1.2 below) and
- be told of any substantial change in the matters set out in this Notice.

What does this mean in English?

If you don't understand any part of our invoice, then you can talk it through with us. You can challenge us about how we got to the amount, or ask for help in understanding the invoice, or in getting it independently assessed.

If anything is unclear, please talk to us first. We would rather have the opportunity to discuss your concerns with you openly than hear about it from someone else.

1.2 The law of Queensland, Australia applies to our agreement to provide services to you. The applicable law affects where you can make complaints about our services. You can ask for the law of a different state or territory to apply if there is a substantial connection to that place.

1.3 **International Engagements** – If you are not in Australia and have engaged our services, it is important you understand we are not registered to practice in your country. We are registered and practice law in Queensland, Australia and any dispute you may have with us will be dealt with in accordance with the law of Queensland.

1.4 If you want to dispute our legal costs:

- contact us first
- apply for a costs assessment within 12 months the invoice delivery or
- apply to the court or costs assessor for an order for more time to pay
- apply to set aside the costs agreement within 6 years. This only applies if you have a good reason, not just because you changed your mind about paying for legal services.

If you are considered a “sophisticated” client, which is most public companies, financial service providers and a few others, then you don't get this much time.

1.5 For more information about your rights, please read the facts sheet titled '*Legal Costs – your right to know*'. You can ask us for a copy, request it from the Queensland Law Society or download it from their website at <https://www.legalcostsqld.com.au/Your%20right%20to%20know.PDF>. You can also obtain information from the Legal Services Commissioner www.lsc.qld.gov.au.

1.6 We are happy to discuss payment terms with you. Please contact us if you would like more time to pay your invoice.

2 Referral Fees

2.1 There are a variety of trusted businesses that regularly refer people to us for legal services. We may have agreements in place with those providers to pay a referral fee. We do this because it reduces our marketing costs to have trusted colleagues who understand the way we work refer clients to us

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directly. Unless we have a specific arrangement in place, we do not pay referral fees. We will only discuss the services we provide to you with the referrer if you give us written consent.

What this means for you – no change. Any fees we charge you cover our costs of doing business, which includes our marketing costs and any referral fees we pay to others.

- 2.2 You may ask us who we know, or who we would recommend for additional business services. The most common requests are for lawyers who provide services that we don't offer, accountants and insurance brokers. If they offer us a referral commission, we will let you know.
- 2.3 If you do not agree with our payment or receipt of referral fees, please let us know immediately.

3 How Onyx Legal charges legal fees

- 3.1 There are lots of different ways legal practices charge for professional services. Here is how we do it.

Main method – Task based fixed fee

Onyx Legal generally charges professional fees on a per task basis.

What this means is that we identify the work that you would like completed and tell you up front how much your investment will be either for each piece of that work, or the whole of the work together. If you want to bring our agreement to an end before all the tasks are complete, please see the information about ending arrangements at paragraph 10 below.

Our fees are quoted to you inclusive of the work necessary to complete the task, including answering your reasonable questions about the advice or documents we have provided, and making minor amendments.

Sometimes deals change after an agreement has been drafted by us. If that is the case, we will let you know of the additional costs to vary a document to meet the requirements of a new deal because those changes are beyond the minor amendments scoped into our original quote.

Effect of delay - Where there is a substantial delay in the issue of work and further steps to complete your work, whether that be incorporating feedback from you, or the checking and communication of registration long after a file is completed, we will charge fees for that additional work. A substantial delay is more than 30 days.

Strategic Short Advice Sessions

Our strategic short advice sessions can be booked through our website.

<https://calendar.app.google/hHLpPwXNjdGe7BD59>

Your investment for this service is \$250 inclusive of GST.

Short advice sessions are offered either by a written email response to your questions or phone/video conference (Google Meet) of up to 20 minutes. We do not provide written advice for short advice sessions provided by phone or video, although you may request a recording. If you seek an additional written advice after a short advice session, we can provide that for an additional short advice fee.

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Alternate method 1 – minimum 6-month Subscription

Each short advice session we deliver attracts a \$250 fee, so we offer a subscription service at different levels to help you more easily manage your legal needs. We have a maximum number of subscribers at any time to ensure we can meet your needs and your subscription secures that availability.

You can take up our subscription service for a minimum of 6 months.

When you take up a subscription service you gain access to the following services:

Sole Traders - \$105 /month by direct debit (total \$630), or up front \$579 /six months

This entitles you to up to 3 x short advice (written or video conference) consultations per month while you are a subscriber. Unused consultations expire at the end of the month.

Save up to \$171 off the cost of 3 x individual short advice services.

Small Enterprise - \$315 /month by direct debit (total \$1,890), or up front \$1,739 /six months

While you are a subscriber, this entitles you to:

- up to 5 x short advice (written or video conference) consultations monthly
- 1 x contract review and verbal advice on that contract per six-month period

Unused services expire at the end of the month or year relevant to each service.

Medium Enterprise - \$629 /month by direct debit (total \$3,774), or up front \$3,497 /six months

While you are a subscriber, this entitles you to:

- *unlimited short advice consultations per month (**fair use policy applies*)
- 1 x contract reviews and verbal advice on that contract per six-month period
- 1 x contract preparation, for contract of 8 pages or less per six-month period

Unused services expire at the end of the period relevant to each service.

Other Enterprise – see our retainer service below.

Alternate method 2 – Retainer

We provide a retainer service. What this means is that your business can retain our services for fixed periods of time, say one day per week for three months.

Where clients have a variety of documentation requiring review, updating or creation, we may provide a proposal of blocks of time to complete this work rather than quoting each item separately.

The services included as part of the retainer will be set out in a proposal provided to you.

Retainer services start at **\$1,980 for a half day or \$3,960 inclusive of GST for a full day.**

Alternate method 3 – Hourly rate

Where it is difficult to assess how much time may be involved in the work, such as negotiations or dispute resolution, or you have asked us to complete work urgently, then we may charge you an amount calculated by reference to the amount of time spent attending to your matter.

Business sales and dispute resolution matters are often be charged at an hourly rate.

When hourly rates apply, the services of our legal staff are as follows:

- 15+ years' PAE (post admission experience) - \$620/ hour + GST - Jeanette Jifkins
- 10+ years PAE - \$550/hour + GST – Andrea Ranson
- Consultant - \$350/hour + GST – Alva Li
- <2 years PAE - \$280/hour + GST – Sarah Lindsay

Some firms charge in 6-minute units, rounded up, so that something that takes 7 minutes is charged to you at 12 minutes. We don't do that. We only charge for the actual time recorded. We use a system called Timecamp to record time on files.

3.2 Care and consideration

We may add up to 100% additional charge for care and consideration in circumstances where you have requested our advice urgently, required assistance outside normal business hours or been difficult or unpleasant to deal with. This is a discretionary charge.

We are aware of other firms which levy a fee 3 times the usual rate for responses required in less than 48 hours.

3.3 Administration fees (no charge) and Travel allowance

Many firms charge fees for carrying out photocopying, faxing, document lodgment, searches and other paralegal work, secretarial and word processing, computer services, clerical and accounting services and general library services. We do not. Those costs are included in the fees that we quote to you rather than forming additional items that might take you by surprise.

A travel allowance may be charged for attendance on you at a location more than 1-hour off-peak travel time from North Lakes, Queensland. This fee is charged at \$155 per hour.

Flights and accommodation for attendance at your request are to be paid directly by you or reimbursed at cost for flights and accommodation agreed between us.

3.3 There are occasionally expenses and disbursements that we pay (or become liable to pay) to others on your behalf. These may include, for example:

- Search fees
- Enquiry fees
- Lodgment fees
- Trade mark application and registration fees
- Government charges (including stamp duty)
- Transaction specific banking charges
- Postage

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- Other law practice fees (including barrister's fees)

We will do our best to inform you of these expenses and disbursements as well as any other payments required to be made, before they are incurred.

3.4 GST

Fixed fee services are quoted for the amount payable by you, which will be GST inclusive if GST applies. Where fees are stated exclusive of GST, you will pay us an additional amount for any GST which we are liable to pay as a result of any supply we make to you.

3.5 We aim to avoid litigation

If we do any litigation work on your behalf, we will notify you of the relevant court scale of fees (fixed by legislation) applicable to your matter and an estimate of our expected costs for progressing through the different stages of litigation.

It is difficult to estimate the costs of litigation because we cannot predict how other parties will behave and what additional work may be generated through their action.

It is our usual practice to refer you to a firm that can assist you with litigation rather than us being involved in that process with you.

4 Estimate of your costs

We aim to always provide you with a written confirmation of the estimate of your costs or fixed quote prior to commencing work. If you ask us to do additional work that falls outside the original quote, we will issue a new quote and seek your agreement before proceeding.

If you ask us to complete work urgently, we may not be able to provide a quote beforehand and may seek your agreement to a fixed fee, or charge at our hourly rate, to ensure we can complete that work for you within your timeframe.

If charging at an hourly rate the estimate will be based on the information available to this firm at the time of giving the estimate. That estimate may be subject to change. If an estimate is provided, we will also provide you with information about the major factors that will affect that estimate and what you might be able to do to manage those factors.

5 Cyber Precautions before transferring money

Hackers have targeted other legal firms in the past and have diverted funds from intended accounts. This has meant clients of law practices across Australia have lost money. You can help to reduce the risk by being aware that if you provide instructions for us to act for you then -

YOU WILL NOT -

- Transfer electronically more than \$10,000 without first telephoning us to verbally confirm the account number, details and amounts.
- Contact us using a phone number listed in any email from us that asks for money or sets out account numbers or details without first checking the phone number on our website or LinkedIn listing or as set out in a prior separate communication from us.

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- Open attachments, click on hyperlinks or download buttons in unexpected e-mails without first contacting the sender to check legitimacy.

YOU WILL -

- Contact us by telephone to confirm verbally any changes to our bank account details.
- Contact us if in any doubt that e-mails or other electronic communications have actually come from us.
- 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) that may also be involved in transferring money.

6 Billing and interest charges

- 6.1 Invoices will be delivered either upon sending you the draft work, or at the end of the month in which the work is completed. Payment terms are seven (7) days.
- 6.2 If bills remain unpaid for 30 days of becoming due for payment, interest may be charged on the unpaid amount at the standard contract default rate set by the Queensland Law Society. Effective 1 January 2023 that is 10.11% per annum.

If you do not pay our invoice, we may be entitled to exercise a solicitor's lien. The lien allows us to keep all information and many original documents until the account is paid.

7 Substantial changes to disclosure

You will be informed, as soon as is reasonably possible, of any substantial changes to anything contained in this disclosure notice that could affect the work we are doing for you. Otherwise, we aim to provide you with a new disclosure notice for each new file opened on your behalf.

8 Who owns the intellectual property in the work produced?

Onyx Legal owns the copyright in all work produced by us at your request. As a client, you are granted a perpetual, non-exclusive licence to use the work produced for you for the purpose notified to us at the time you requested the work done. This licence does not permit or authorise you to give permission to other people to use what we have produced, or to sell it to others. If someone likes what we have done for you, please put them in contact with us so that we can help them achieve their objectives.

We will consider production of documents for you to share with an identified group and will provide licence terms and cost if that is requested.

9 Engagement of another law practice (eg. barrister)

We will not engage another law practice to provide specialist advice (eg. a barrister) on your behalf without your consent.

10 Ending arrangements

You may end our engagement by written notice (email is acceptable) however you remain liable for the legal costs up until that time.

If you do not pay our invoices by the due date, we may suspend work and stop acting for you.

11 Your contact details

You must keep your contact details current with us and all communications will be sent to the most recent address provided. Onyx Legal accepts no responsibility for miscommunication or inaction that results from the your failure to keep all address details current.

12 Communicating with us

Communications need to be documented by us. We prefer to hold video conferences, which may be recorded, or exchange information via email. Text messages are not appropriate communications with your lawyer. Please send us an email.

If you are going to be away while we are working with you, please provide us with secondary contact details for updating the work we are doing with you.

13 Questions and Feedback

If you have any questions or feedback, please contact us:

email: principal@onyx.legal

call: +61 0423 462207 or

send snail mail: PO Box 448, North Lakes, QLD 4509

If you have any questions, please let us know.

Yours sincerely,

Onyx Legal

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