Disclosure Notice & Costs Agreement

Legal Costs – s. 308 Legal Professional Act 2007 (Queensland, Australia)

Last updated: 18 September 2026

This document provides you with a guide to working with us, as well as how we charge you for legal fees and your rights if you have any concerns that you feel you have not been able to resolve with us directly.

Acceptance:

You should have received an intake form with this document. Please check the box that says you have read and understood the contents of this Disclosure Notice & Costs Agreement or send us an email to that effect. If you continue to provide us with instructions after receiving this document, that will also be deemed acceptance.

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1. Scoping Work

We will confirm via email with you what work you have asked us to complete for you and our estimate of fees for that work.

We find it most effective to meet with you via video conference to talk through your work before we get started. If you have a lot of questions about the work we have prepared for you, we find it is most effective to arrange time for a video conference to go through those questions, rather than spending additional time on preparing detailed written answers, although sometimes that is also necessary.

It is common to have clients ask for additional services as we continue to work with you. If you ask us to complete additional work which was not covered in the original scope, then additional fees will apply to that work as well, and it will fall outside our original estimate. For example, if we provide an estimate to prepare a letter in response to something received from another party, and that starts ongoing negotiations, the ongoing negotiations will be outside the original scope.

We aim to update our estimate of fees promptly when you ask us to provide additional services.

The kinds of services we offer include:

contracts | employment law for employers | trade marks | business structures | buying or selling businesses | leases

Dispute Resolution - We Aim to Avoid Litigation

Whilst litigation is fun for lawyers, in our experience it rarely provides a satisfactory result for clients, win, lose or draw. The time, costs and stress involved usually far out way any victory, which can never be assured.

We will usually discourage you from getting involved in litigation. Our preference is resolving matters early through negotiation, mediation or conciliation.

On the other hand, we do have experienced litigators on our team and if we believe that we can best help you through litigation, we will do so.

If your matter progresses to litigation and we are of the view that we are not best placed to assist you, we may refer you to another firm. They will provide their own estimate of fees in that case.

It is difficult to estimate the costs of dispute resolution because we cannot predict how other parties will behave and what additional work may be generated through their actions. Some matters are resolved very quickly, and unfortunately other matters are not.

We aim to help you reach a workable resolution as soon as possible.

2. Estimating Fees and Costs

We provide bespoke services that rely on the circumstances of your business and what you want to achieve. Everything we do is crafted with your business in mind and what is important to you. Some people request very few refinements and have very few questions about the work we complete. Other people are interested in understanding the work we have done in a lot more detail and have a lot more questions, which naturally take more time to address.

For that reason, estimating fees can be challenging.

In addition, disputes and transactional matters like sales of a business or entering into a lease involve other parties, and we cannot predict how they will behave, or the time involved in working with them to achieve your desired result.

We aim to provide you with written confirmation of the estimate of our fees before commencing work. If you ask us to do additional work that falls outside the original estimate, we will issue a new estimate and seek your agreement before proceeding. This is if time allows.

If you ask us to complete the work urgently, we may not be able to provide an estimate beforehand and may seek your agreement to our hourly rates as set out in this document, 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.

There are some factors that will affect our estimate. You might be able to manage some factors which will save significant time, for example, if you would like us to review a lot of documents, if you can prepare an overview of the documents you are providing and have them named in a way that makes them easy for us to relate to the overview, that will save a lot of time. Please also share any emails as PDF documents rather than as emails. Emails from different systems cannot always be saved, opened or read easily and we can waste time simply trying to view what has been shared with us.

If there has been a delay of more than two or three weeks by you in providing feedback on documents that we have produced for you, we may need additional time to familiarise ourselves with your specific needs before we can finalise your feedback and your documents, which may also impact our original estimate.

We estimate our fees exclusive of GST. That means GST will be added. Where applicable, GST is payable on our professional fees and disbursements and will be clearly shown on our tax invoices. By accepting this agreement, you agree to pay us an amount equivalent to the GST imposed on these charges.

Costs for search fees, or the services of another provider, such as a foreign trade mark attorney or a barrister or service agent will also be estimated for you if required.

3. How Does Onyx Legal Charge Fees?

We have four different methods for charging legal fees – time costing, retainers, short advice services and where there is a high degree of certainty – fixed fees.

3.1 Short Advice Service - SAS

You can book a short advice service at any time with one of our team using the links available on our website here - https://onyx.legal/make-an-appointment/.

We usually provide short advice sessions via video conference. As an alternative, we can answer a couple of short questions via email instead. We will provide you with that option when it is appropriate.

A SAS is scheduled for 20 minutes and provides an opportunity to answer your immediate questions and concerns and give you clear direction for your way forward. The most common feedback we receive from short advice sessions is that our clients feel relieved and have peace of mind.

Short advice sessions are invoiced at $250 + GST.

3.2 Time Costing

We charge professional fees for the work we do based on hourly rates. We record the actual time we spend on your matter and charge only for that time. What that means is that something that takes us 7 minutes to complete, like reading and responding to an email from you, will only be charged for those 7 minutes, and not increased to a fixed unit of time.

The hourly rates charged for our professional staff are set out below:

Role	Experience	Hourly rate (GST exclusive)
Principal	20+ years	$650/ hour + GST
Senior Lawyer	15+ years	$650/ hour + GST
Lawyer	3+ years	$350/ hour + GST
Graduate Lawyer	< 2 years	$285/ hour + GST
Administration		$150/ hour + GST

We will let you know who will be looking after your matter.

3.3 Retainer

Many clients prefer the peace of mind of knowing what their legal costs will be each quarter without having to worry about how many video or phone conversations we have, how many emails are exchanged or how many documents are reviewed or prepared. For that reason, we offer three (3) month retainers.

Three (3) month retainers are paid monthly in advance in equal instalments.

For your retainer, you purchase a block of hours that apply over the quarter and can be used at any time in that quarter. Any time unused at the end of the quarter will expire. However, if you continue your retainer for another quarter, any unused time up to a third of the total hours of your last quarter can be rolled over. See the table below.

Our most popular retainer level is four (4) hours per month.

Quarterly Retainer		
3 hours per month	**4 hours per month**	**8 hours per month**
$1500 + GST per month $4050 + GST per quarter	$2000 + GST per month $5400 + GST per quarter	$4000 + GST per month $10,800 + GST per quarter
Total 9 hour	Total 12 hours	Total 24 hours
up to 3 unused hours rollover on renewal	up to 4 unused hours rollover on renewal	up to 8 unused hours rollover on renewal

3.4 Fixed Fees

Once we get to know you and understand your preferred way of working with us, and we are confident you are able to provide clear and definite instructions, we will be able to provide you with fixed fees for our services.

We have moved away from providing fixed fee services because we found that our team members were working very hard and unfortunately not being valued for the time and expertise they contributed, to their detriment.

We value our team members and everything they do for Onyx Legal and our clients.

3.5 Urgency

We don't always have capacity to look at things urgently, but appreciate that sometimes you may want something to be given urgent attention.

Based upon capacity from time to time, we may tell you there will be additional fees over and above our usual fees if you would like something attended to urgently. Those additional fees take into consideration that we are likely to be required to work during normal family time to meet your needs. Our additional fees for urgency are applied to provide a balance between your needs and the wellbeing of our team.

You are always welcome to check the availability of other lawyers and if we are able to provide a referral when you need that kind of support we will endeavour to do so.

4. What Other Costs Might Be Included in Your Invoice?

4.1 Disbursements

We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include transaction-specific bank fees, postage, search fees, trade mark application fees, government filing fees or court fees.

If you instruct us to brief a barrister or other expert and they provide a disclosure and costs agreement, we will provide this to you.

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. However, please note that you remain liable for payment of all disbursements relating to your matter.

4.2 Administration Fees and Travel Allowance

We will charge fees for carrying out scanning, copying, document lodgment, searches, trust account administration and other administrative work. In addition to the time involved in these activities, which will be calculated at the time costing rate described above, you will also be liable for the following expenses as disbursements:

- a production fee for each invoice rendered to you. This fee is $80.00 per invoice plus GST which you will be liable to pay in addition to the fees quoted. A production fee will not be billed for short advice services.
- postage at cost;
- printing, coping and scanning at $0.70 per page plus GST;
- a trust account management fee of $150.00 excluding GST per deposit in addition to the fees quoted if we are required to hold monies in trust on your behalf.

A travel allowance will be charged for attendance on you at a location more than 1-hour off-peak travel time from our place of work. This fee is charged at $150 per hour + GST.

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

4.3 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 charge is discretionary and will be separately listed.

We are aware of other firms which levy a fee 3 times the usual rate for responses required in less than 48 hours because urgent work requires re-prioritising someone else's work.

5. Trust Money

We may ask you to pay money into our trust account from time to time to cover reasonably anticipated expenses, including trade mark registration fees, barrister's fees, filing or search fees and our anticipated fees.

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 account of our fees and disbursements, 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, once the requirements under the *Legal Profession Regulation 2017* are complied with.

What this means is that we may withdraw money to pay our costs in accordance with the underlined authority above, or you provide us with another authorisation, and we send you an invoice or other request for payment or a written notice of the withdrawal.

You acknowledge that any monies held in our trust account on your behalf may be subject to trust administration fees and a trust account management fee as outlined in clause 4.2 above.

6. Cyber Precautions

Verbal confirmation

When we first speak with you, we are required to confirm with you that you have read this notice and understand what it means, and that you understand your obligation not to transfer money without checking account details first, and how to do that effectively.

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.

For example, in August 2026 our firm has received an email from another solicitor attaching text messages they had received from someone purporting to be our firm. That person was using a phone number that had previously been used by our business and requested monies to be deposited into an account that was not our account. Fortunately, we were able to speak with the firm before they changed the payment instructions we had provided, and none of the $191,000 due to be transferred was lost. The matter was reported to police.

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 (or any lesser amount you are afraid to lose) 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.
- 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 using the phone number on our website or LinkedIn listing 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.

7. What We Need to Know About You

7.1 Identifying You

To meet our compliance obligations, we must identify you before we can provide services to you. This means you cannot remain anonymous if you would like us to help you with legal advice.

Generally speaking, we accept you are who you say you are. In many cases though, it is important that we verify you are who you say you are, to protect your interests, act for the right party and ensure that documents we create for you fit your circumstances.

We often complete verification of identity (VOI) electronically, which involves collecting your contact information such as your full name, postal address, phone and email address. We may also ask for your residential address and date of birth. We do ask you to provide a copy of your **current drivers' licence** or similar identification to check the information you have provided.

We may use the InfoTrack electronic VOI system to collect your details, and fees will apply.

7.2 Anti-Money Laundering and Counter-Terrorism Financing Obligations

Designated services:

- setting up or changing a corporate structure
- buying, selling or changing the shares in a company
- handling virtual assets or more than $10,000 cash*

From 1 July 2026, legal practices who offer services like helping you set up a company, must gather information from you to ensure compliance with our anti-money laundering and counter-terrorism financing obligations. We may stop providing services to you if you refuse to provide the information we request, or we decide your matter is too risky for us.

We will need to verify the identity of every director of a company or corporate trustee, not just the person who is our main contact, and for trusts, will need to follow through to the identities of primary beneficiaries as well.

It is an offence under sections 137 and 140 of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Act) to provide false or misleading information, or to receive that type of service from us using a false name, or anonymously.

When you ask us to provide a designated service, you also consent to your and any representative's identification being verified electronically and to us disclosing your information to third parties to help us meet our obligations under the AML/CTF Act.

*We have a policy not to handle cash.

8. What Type of Intellectual Property Ownership Do You Get?

Onyx Legal owns the copyright in all work produced by us at your request.

As our 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. For example, some of our clients provide education and training services. To add value for their services, we have written template documents which they are permitted to share with their students. Fees apply.

AI Upload Warning

If you upload our copyright material to an unsecured free AI Tool, you are infringing our copyright by making that material publicly available without our permission.

9. Ending an Engagement

8.1 Termination by Us

We may cease to act for you or refuse to perform further work, including:

- while any of our tax invoices remain unpaid,
- if you do not respond to reasonable requests for instructions, and pay accounts or pay money into trust when reasonably required, or
- if you indicate to us or we form the view that you have lost confidence in us.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

8.2 Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

8.3 Your information

We retain your information on average for seven (7) years after the last occasion we worked with you. This is to meet our compliance obligations.

We do not retain hard copy documents. We only keep electronic copies of your file.

If you provide any documents to us, we will return them to you or securely destroy them.

10. Your Rights and Other Information

10.1 Invoicing

Electronic Invoices

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

Invoices will be delivered to you via email from billings@smokeball.com 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.

10.2 Interest charges

If bills remain unpaid for thirty (30) days of becoming due for payment, interest may be charged on the unpaid amount at the Reserve Bank of Australia cash rate + 6%. Effective 12 August 2026 that amount is 10.35% 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.

10.3 Legal costs – your right to know (*Legal Profession Act* 2007 Form 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
- apply for costs to be assessed by an independent cost assessor within 12 months if you are unhappy with our costs
- apply for this 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, and
- be told of any substantial change in the matters set out in this Notice.

What does that 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.

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

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.

10.4 Applicable Law

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.

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.

10.5 Referral Fees

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 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.

If you do not agree with our payment or receipt of referral fees, please let us know immediately.

11. Use of Artificial Intelligence (AI) at Onyx Legal

11.1 Smokeball (PMS) and Artificial Intelligence

Artificial Intelligence (AI) is a field of computer science focused on creating machines capable of performing tasks that typically require human intelligence. AI techniques include machine learning, natural language processing, and generative creation.

At Onyx Legal, we use law practice management software called Smokeball which has AI integrated in the software. This technology is intended to enhance the efficiency of our firm by streamlining workflows and improving productivity. Examples of how Smokeball AI helps is by assisting our team with tasks such as information gathering, drafting matter summaries, case management and billing. This will ultimately improve the delivery of our services to you.

11.2 AI and Confidentiality

We remain committed to protecting your confidential information. Smokeball AI operates in a secure ring-fenced environment, and your data is never shared outside of the Smokeball software nor used to train AI models. For more information on Smokeball's commitment to your Privacy, please visit https://www.smokeball.com.au/privacy

11.3 Human Oversight

Smokeball AI is not intended to replace the knowledge and expertise of our team. We remain responsible for supervising the use of AI technologies and ensuring alignment with ethical standards and your best interests. All services, advice and documents provided to you by our firm will be crafted and finalised by our legal team to ensure that our duties to the Court and the administration of justice are upheld.

We aim to keep our team educated and updated about the capabilities, limitations and appropriate application of AI tools in our practice. We expect each member of our team to have sufficient knowledge of the law and your matter, to be able to detect errors in AI output.

11.4 Your Consent

By engaging with us, you acknowledge and consent to the use of AI technologies as described in this notice.

11.5 When You Use AI – Cautionary Note

If you provide us with any document which has been produced in whole or in part using generative artificial intelligence, we rely on you to advise us of that fact.

When you use AI to prepare a draft contract, please understand that due to limitations of AI, we may decide that contract is inadequate for your circumstances.

If we are instructed to work with any documents or materials which have been produced in whole or in part with generative artificial intelligence, we will be required to independently verify any legal or factual assertions made in those documents or materials. That process of verification will form part of the legal work for which our firm will charge at the hourly rate described above.

This means that if you send us questions about our work based on AI input, the time required to respond to AI queries will increase the cost of our services to you.

There is no excuse for rude or aggressive communication when using AI to help you review and ask about our advice or your documents. You can prompt AI to be polite and collaborative.

11.6 You Lose Legal Protection - Generative Artificial Intelligence Warning

If you upload any documents, advice, emails, or anything else produced by our firm to any generative artificial intelligence platform, any legal professional privilege or confidentiality which attaches to that document could and likely will be lost.

No documents produced for you by our firm should be uploaded to any generative artificial intelligence platform due to that risk.

12. How to Communicate with Us, Ask Questions and Provide Feedback

12.1 Client Portal

Our practice management software is called Smokeball, and it allow us to offer you a streamlined and safe way for us to stay connected throughout your matter via the Client Portal. There are no accounts or passwords needed, you simply click the login button in our email, and you're in.

Using our portal ensures that sensitive information stays protected while making it easier than ever to manage your matter. We recommend using the secure Client Portal as your go-to platform for all communications and document exchanges with us.

12.2 Your contact details

We may be required to independently verify your identity, depending on the service being provided. Please be patient with this process. It does require obtaining 100 points of identification from you and having it verified.

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 your failure to keep all address details current.

12.3 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.

12.4 Questions and Feedback

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

email:	principal@onyx.legal or accounts@onyx.legal
call:	+61 (0) 7 3886 0029
send snail mail:	PO Box 448, North Lakes, QLD 4509

Yours sincerely,

Onyx Legal

em: principal@onyx.legal
ph: +61 (0)7 3886 0029

PS.

13. How to Save Money When Working with Us

As the saying goes, time is money and whilst we aim to be as efficient as possible, there are certainly things you can do to help.

Step 1: Talk to us

We are interested in what you want to achieve and how to support you to get there. We use our Short Advice Service to make time with you to ask you questions that help us complete your work for you most efficiently, and to answer your questions so that you are confident we are on the right track. The kinds of questions we like to ask include:

- What solution are you looking for?
- What has happened in the past you'd like to adopt, address or avoid?
- What is your timeframe?
- What worries you about this project?

Step 2: Choose How You Want to Be Represented

If you want to try and save costs, trying to do some of the work yourself, particularly if you are trusting AI to provide answers, and having us half represent you is, in our experience, not necessarily a cost saving and is likely to increase both your business risk and our costs in remedying errors.

What we find is that if you prepare something for us to review, that is helpful in providing us with information about what you want to achieve and helps us to structure documents for you, but we still may need to create something from scratch.

For negotiations in either leases, sales, purchases or dispute resolution, being half represented is unwise, can put you at risk, and is likely to be a false economy. If you are having some conversations with the other party, and we are having some conversations with them or their legal team, there is a good chance that something will get missed in the middle thinking it was dealt with by someone else.

Step 3: Share your information with us - sooner rather than later

There are documents we can get started with even if we have limited information from you, but we often can't finalise them without your information. If you are promoting a project, product or activity, we need to know what information you are using to promote it to ensure your documents are consistent. If the promotion isn't already up on your website, please send it to us.

The full names, identifying numbers, addresses etc. for parties to any document are also handy for us to have early in the drafting process.

In the past we've had clients who thought they were saving time and money by only sending us limited parts of their contracts or other documents, because that was all they thought we needed. We can't

provide properly considered advice with only part of a document. We do aim to be as efficient as possible, and we need context to ensure there is nothing in the document which could put you at risk.

When sending us written instructions, please try and organise your information under headings, or in a chronological order, or some other way that makes it easier for us to work through, and to discuss with you.

Step 4: Organise the documents you send to us

It is common for clients to forward to us documents in no particular order, without any file names (just the scanning codes), over multiple emails and sometimes just forward a collection of emails. We then need to spend time sorting out that information before we can review it and use it.

It would be great if you could:

- Save any emails you want to send us in word or PDF rather than images or emails.
- Include the date of the document in the title. eg. if you date something yymmdd (so 10 December 2024 = 241210), then all documents will organise automatically into chronological order, making them easy to follow.
- Name the file so it's easy to identify.

Step 5: Talk to us.

If you have questions, or are worried about something, let us know.

Phone calls are often the quickest way to resolve your concerns. We're not always immediately available on the phone, but a quick text message to let us know you need to have a chat about the work we are doing with you, and a preferred time, means we can get back to you promptly and discuss your matter.

Step 6: Understand that we use Smokeball and Microsoft

All software has its limitations.

The main systems we use are our practice management software called 'Smokeball' and a suite of Microsoft products, so if you want to collaborate in finalising a document, please mark changes in Word rather than Googledocs.

Wherever possible, we will share documents with you through our Client Portal so that documents will default to our formatting setup, and any changes are easily tracked by you and by us.