



Disclosure Statement

Pursuant to Section 3.4.9 of the *Legal Profession Act 2004* (Vic)

This disclosure statement is made pursuant to s 3.4.9 of the *Legal Profession Act 2004* (Vic).

It provides you with important information as to our legal costs and your rights and should be read with any costs agreement provided to you.

How we will charge you

Our legal costs are determined by an hourly charge rate. Our lawyers record their time and each lawyer has an hourly charge rate that reflects that lawyer's skills and experience:

Principal	\$550 per hour
Lawyers	\$330 per hour
Paralegals	\$180 per hour
Admin support	\$165 per hour

GST will be charged in addition to these amounts.

If we agree to charge you a fixed fee for our legal work then these hourly charges will not apply to the extent that the fixed fee agreement applies.

Disbursements

You must also pay us all necessary and proper disbursements. These will be incurred by this law practice on your behalf, but you must repay these at the conclusion of the matter or on demand by the law practice.

We will charge you at cost for any expense we incur on your behalf.

These expenses may include:

- Photocopying
- Postage
- Faxes
- Interpreters and translators
- Consultants or specialists

We may ask you to pay such amounts as are required for expenses we expect to incur plus any GST (Goods and Services Tax) that may be payable.

Our estimated legal costs

We will provide you with an estimate for our total legal costs for your matter and your costs agreement with us. It is not reasonably practicable to provide you with an estimate of our total legal costs, we will provide you with a range of estimates and an explanation of the major variables that will affect calculation of our costs. This estimate is not binding on us as the work required may change. It is based on our understanding of the present circumstances. If this estimate or the scope of our work changes, we may need to revise this estimate and will contact you as soon as possible to discuss.

Our accounts

You have the right to receive a bill of costs from us. You may request an itemised bill of costs within 30 days after you receive a lump sum bill from us. We will send you an account at suitable breaks in the matter. All accounts are payable once you receive them. The account will be a tax invoice and describe details of the work we have done.

Interest on unpaid accounts

If an account remains unpaid 30 days after you receive it, we may charge you interest at the rate equal to the Cash Rate Target specified by the Reserve Bank of Australia as at the relevant date, increased by two percentage points. If you do not pay our account this entitles us to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our account is paid.

Litigation costs

If you are successful in litigation a court may order the other party to pay a range of your legal costs. The costs recoverable by a successful party are calculated using the court scale of costs applicable to your case. In the majority of matters where the court orders that a party pay some of the other party's legal costs the recovery is an amount of between 40% to 70% of costs.

If your litigation is unsuccessful, the court may order you to pay a range of the other party's legal costs. In the majority of matters where the court orders that a party pay some of the other party's legal costs this may be between 40% to 70% for the other party's costs.

Any costs award in litigation, whether for or against you, does not affect your responsibility to pay our legal costs and disbursements. If you cannot recover the costs from the other party, you are still responsible for payment of our legal costs and disbursements.

Settlement of litigation matters

If we negotiate the settlement of a litigious matter for you we will give you a reasonable estimate of the amount of legal costs payable by you if the matter is settled (including legal costs of any other party you are to pay) as well as a reasonable estimate of any contributions towards those costs likely to be received by any other party.

Trust money

If we receive money on your behalf we will deposit the money into our trust account.

You authorise us to withdraw from any money in trust for you any sums owing for our legal costs and disbursements. We will give you

written notice prior to withdrawing money from our trust account.

You have the right to revoke your authority by giving seven (7) days notice in writing, but the law practice may still withdraw money held on your behalf for legal costs accrued up to the expiry of the notice period for costs accrued when ever billed.

If we receive money to be paid to a third party we will forward that money to the third party unless you instruct us to do otherwise.

Your rights

For more information about your rights, please read the fact sheet entitled *Legal costs—your right to know*. You can ask us for a copy, or obtain it from the Legal Services Commissioner (or download it from their website).

Changes to any information in this disclosure statement

We will tell you of any substantial change to anything included in this disclosure statement as soon as we become aware of that change

Progress reports

You have a right to a progress report on your matter. You may request a written progress report at any time.

We will give you a progress report at suitable breaks in the matter. Please let us know if you require a report at another time.

If you wish to discuss our legal costs

If you have any concern about our legal costs, or our legal services, please do not hesitate to speak to Ms Lily Ong.

If we cannot satisfactorily resolve your concern with you, you may:
Seek a costs review by the Taxing Master under Division 7 of Part 3.4 of the Legal Profession Act 2004 (“the Act”) within 60 days after the bill is given to you or the law practice requests payment of

costs or you pay the costs (whichever is earlier or earliest).

You may seek a costs review outside the 60 day time limit.

In these circumstances the Taxing Master will not deal with the review if we can establish that to do so would, in all the circumstances, cause unfair prejudice to us;

- Apply to VCAT to set aside this agreement under section 3.4.32 of the Act; or

- Make a complaint to the Legal Services Commissioner under chapter 4 of the Act within 60 days after the legal costs were payable or, if an itemised bill was requested in respect of those costs, within 30 days after the request was complied with.

You may be able to make a complaint to the Legal Services Commissioner up to 4 months after the end of the period referred to. This is provided that you can satisfy the Commissioner that there was a reasonable cause for the delay in making the complaint, and legal proceedings have not been commenced for the recovery or review of the legal costs that are the subject of the complaint.

Jurisdiction

The law of Victoria shall apply to legal costs in this matter.

You have the right to sign a costs agreement under a corresponding law or to advise us that you require corresponding legal provisions to apply.

Engagement of another lawyer

We may need to engage on your behalf a barrister or other lawyer to provide specialist advice or services. We will consult you about the terms of this engagement and provide you with a statement setting out the details of this person's fee before incurring the expense.

Ending our engagement

This engagement can be ended by written notice at any time. If you

do this, you must pay our legal costs and disbursements up until that time.

Circumstances may arise (such as a conflict of interest) which make it impossible for us to continue to act for you. If this happens, we will contact you as soon as we become aware of the issue.

If you do not pay our account or if you fail to pay money in advance if it is requested, we may stop work until we are paid. If the account continues to remain unpaid we may cease to act for you.

If we cease to act for you:

- We will not incur any liability as a result;
- We will remove our name from the court record in any court proceedings;
- You will receive a final account which will include all outstanding legal costs;
- You must pay our legal costs up until the date when we cease to act;
- We retain the right to keep your documents until we are paid.

Your documents

We will retain electronic or hard copies of documents concerning your matter for a period of seven years after your matter is finalised. After this time we may remove or destroy any remaining documentation unless you instruct us not to do so.