



The *Legal Profession Act 2007* (the Act) requires a law practice to disclose certain matters to a Client either before the Client retains the law firm or as soon as practicable after the law practice is retained. This notice is provided in compliance with this requirement.

## 1. LEGAL COSTS

1.1. Legal costs may be broadly divided into:

- 1.1.1. Professional fees – these are fees paid to lawyers for work undertaken on the Client's behalf;
- 1.1.2. Disbursements – these are amounts paid by a law practice to others on the Client's behalf. Examples of disbursements are:
  - a. Search fees;
  - b. Inquiry fees;
  - c. Court and other filing fees;
  - d. Lodgment fees;
  - e. Government revenue charges (including stamp duty);
  - f. Transaction specific banking charges;
  - g. Process servers and investigators' fees;
  - h. Reports of experts and other external consultants' fees;
  - i. Witnesses fees and expenses;
  - j. Postage, courier and messengers' fees;
  - k. Transcript charges;
  - l. Other law practices fees (including barristers' fees);
  - m. Travel and accommodation costs.

1.2. Emanate prefers to enter into costs agreements with Clients on the basis of fixed sums for their professional fees either for the whole of the work the Client retains us to perform, or, if the work is of a type which may conveniently be broken down into a number of major stages with a fixed sum for each stage.

1.3. Most other law firms charge for their work either on a time basis with usually different hourly rates for different lawyers ranging from partner to paralegal or in some cases where the work is litigious, a law firm may charge on the basis of a scale of costs based on particular items of work for the particular Court in which the litigation is being conducted.

## 2. CLIENT'S RIGHTS

2.1. Under the Act, the Client has certain rights. They are:

- 2.1.1. To negotiate a costs agreement with the law practice. In the event that Emanate and you cannot agree on a method of costing or an amount for legal costs, it may be that you can negotiate a costs agreement with another law practice;
- 2.1.2. To receive a bill from Emanate;
- 2.1.3. To request an itemised bill. Emanate will provide full details of disbursements in each bill sent to you. If professional fees are agreed to in a lump sum, then no further detail can be provided other than the agreed amount for the whole of the retainer or where separate amounts are agreed for each stage, the agreed amounts for each stage;
- 2.1.4. To be notified of any substantial change to the matters disclosed in this notice. If you enter into a costs agreement with Emanate, the terms of that agreement can be changed only if both parties agree to do so in writing;



- 2.1.5. To request a written report on the progress of the matter. While it is your right to request a written report on progress of the matter, the Act allows the law practice to charge a reasonable amount for a report on the progress of the matter. Emanate will be happy to provide a verbal report on the progress of your matter at no cost to you if you contact the lawyer who is responsible for the conduct of your matter. The Act also gives you a right to request a written report on the legal costs you have incurred either to date or since the last bill. As explained above in paragraph 2.1.3, the report on professional fees will set out the details of the agreed lump sum for either the whole of the retainer or for the stages which have been completed where amounts have been agreed for each stage;
- 2.1.6. To apply for your costs to be assessed under Division 7 of the Act. The application must be made within twelve (12) months after the bill was given to you or the request for payment was made or within twelve (12) months after the costs were paid if neither a bill was given nor a request for payment was made;
- 2.1.7. To apply to the Supreme Court to have the costs agreement set aside under Section 328 of the Act;
- 2.1.8. To accept or reject any offer that Emanate makes for an interstate costs law to apply;
- 2.1.9. To notify Emanate that you require an interstate costs law to apply.

### **3. ESTIMATE OF TOTAL LEGAL COSTS**

- 3.1. Professional fees will be the sum agreed between the parties. Emanate's best estimate of total disbursements at this time is in the range of \$..... to \$..... .
- 3.2. The major factors which may affect this estimate include:
  - 3.2.1. Whether it is necessary to brief counsel;
  - 3.2.2. The seniority and level of fees charged by counsel;
  - 3.2.3. The extent of the work for which it is necessary to engage counsel;
  - 3.2.4. Whether it is necessary to engage consultants or experts to prepare reports and, if so, the scope of the report and magnitude of work required;
  - 3.2.5. Whether travel is required and, if so, the extent of it together with the possible need for accommodation.

### **4. BILLING INTERVALS**

- 4.1. Emanate will deliver a tax invoice for professional fees on the completion of all work required under the retainer if a single lump sum has been agreed for professional fees.
- 4.2. If the work required under the retainer has been divided into stages, Emanate will deliver a tax invoice for professional fees when each stage has been completed.
- 4.3. If Emanate incurs disbursements in carrying out the work required under the retainer, Emanate will deliver an account for such disbursements generally as they are incurred but usually not more than one in each calendar month. Emanate will not add any mark up to the actual cost incurred in respect of each disbursement.
- 4.4. If accounts - whether for professional fees or disbursements - are not paid by the due date, Emanate reserves the right to charge interest at a rate of two (2) percentage points in excess of the Cash Rate Target published by the Reserve Bank of Australia from time to time.

### **5. COSTS OF LITIGATION (To be completed if matter is litigious)**

- 5.1. Your matter does not involve litigation.

### **6. CONTACT WITH EMANATE**

- 6.1. If you wish to discuss any aspect of your legal costs or the progress of your matter, you should contact Barry Taylor.



**7. APPLICABLE LAW**

7.1. The law of the State of Queensland applies to legal costs in relation to this matter.

I acknowledge that I have read and understood the contents of this Disclosure Notice.

**SIGNED** by the Client: .....

**Date:** .....