



## Costs Agreement between Brand Partners And

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### COSTS AGREEMENT

A reference to "the Act" in this letter means the *Legal Profession Act 2004*.

#### 1. GST

- 1.1. We collect the 10% Goods and Services Tax ("GST") on all professional services and some disbursements. Where the disbursement is *at cost* (such as couriers or barristers fees), the GST is paid by Brand Partners at the point purchase. If you are entitled to claim an input tax credit, your claim includes **both** the GST amount referred to at the end of our account and 10% of the total of the disbursement items marked "*GST paid at point of purchase*".
- 1.2. Our ABN number is 36 464 294 087 and Brand Partners is registered with the Australian Taxation Office for GST purposes.
- 1.3. If you would like to pay our accounts by direct credit, our bank details are as follows:

- **For payment of all invoices rendered:** Brand Partners Account No. 48 925 7214 (BSB 083 091) with the National Australia Bank, 535 Bourke Street, Melbourne. . **If you pay money into this account you must quote your file no. #### on any deposit so that the payment can be allocated to your file.**
- **For monies to be held in trust:** Brand Partners Trust Account No. 62 468 4156 (BSB 083 091) with the National Australia Bank, 271 Collins Street, Melbourne. **If you pay money into this account you must quote your file no. #### on any deposit so that the payment can be allocated to your file.**

1.4 **Credit cards** – we accept most credit cards in payment of our accounts.

1.5 We will endeavour to provide you with interim accounts. If you wish to make special arrangements with us to raise accounts and make payments, please contact Miss Elisha Howard who will assist you with your requests.

#### 2. Method of costing legal services, billing intervals and arrangements

- 2.1 Our method of costing our legal services is by multiplying the time spent by our partners and staff in acting for you by the relevant hourly rate.
- 2.2 Our fees are calculated by reference to the actual or real time spent on your file rather than by reference to minimum time blocks (ie not 6 minute units).
- 2.3 Our partners and staff current hourly rates are set out at the end of this document.
- 2.4 We will normally send you an account at the end of each month. Each account is payable from available trust funds or within fourteen (14) days of presentation.
- 2.5 If you do not pay our account within 30 days of presentation we are entitled under section 95 of the Act to charge you interest fixed under section 2 of the *Penalty Interest Rates Act 1983* until costs are paid. Presently the rate is 11%.

#### 3. Billing arrangements

Under the Act you have the right to:

- (a) negotiate a costs agreement with us; and
- (b) receive a bill of costs; and
- (c) request an itemised bill within 30 days after the receipt of the lump sum bill

The costs agreement is an agreement about the payment of legal costs and

must be in writing. **This document is our costs agreement with you and will be binding on you if you sign it or otherwise instruct us to act for you.**

A bill of costs may be in the form of a lump sum bill or an itemised bill. A lump sum bill is a bill of costs that describes the legal services to which the bill relates and specifies the total amount of the legal costs. An itemised bill is a bill of costs that specifies in detail how the legal costs are made up. It is our usual practice to provide you with an itemised bill.

If our bill is a lump sum, you have the right to request an itemised bill within 30 days after receipt of the lump sum bill.

#### **4 Names of Legal Practitioners who may work on your files.**

Jeremy Brand	partner
Jane Good	partner
Chris Wilson	partner
Tino Dal Negro	senior associate
Lloyd Dewar	senior solicitor
Carla Espinosa	fifth year
Stuart Ewin	fourth year
Tammie Moorhouse	third year
Jo Viney	second year
Po Lin Lim	first year

#### **5 Estimate of Legal Costs**

We are unable to accurately estimate what your total legal costs might be. Obviously, the major variable of the total legal costs will be affected by, amongst other things, the complexity of the legal matter, the people in this firm who are required to work on your matter and the ease of obtaining instructions from you and dealing with third parties.

#### **6 Disbursements**

In addition, you should note that the following disbursements may have to be incurred-

##### **Telephone**

Local - no charge.  
STD - standard Telstra rates.  
IDD - standard Telstra rates.  
Mobile - standard Telstra rates.

##### **Photocopying**

60c per page for the copies  
Binding, collating, stapling and/or paginating documents at cost.

##### **Facsimile**

Incoming - no charge  
Outgoing - Interstate - \$1.00 per page  
Outgoing - Overseas - \$3.00 per page  
Local - 60 per page

##### **Courier/Deliver**

External couriers - cost charged by provider of service.  
Hand deliveries (CBD) - cost charged by provider of service.  
Normal delivery - cost charged by provider of service.  
Urgent/after hours - cost charged by provider of service.

##### **Miscellaneous**

All other disbursements and charges incurred on your behalf that are not referred to above will be charged at the rate we are charged by the provider, or at cost.

Immediately on request you shall pay such amounts as are required for anticipated disbursements plus any GST (Goods and Services Tax) that may be payable.

#### **7 Moneys on trust**

It is our usual practice to have our clients deposit moneys in our trust account to secure out-of-pocket costs, engagement of other specialists and our own fees.

Should we receive money into our trust account on your behalf, you authorise us to withdraw from that money 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 this authority by giving seven (7) days notice in writing, but the law practice may still withdraw money held in your account for legal costs accrued up to the expiry of the notice period for costs accrued when ever billed.

#### **8 Engaging other professionals**

If we are required to engage other professionals we shall inform you of their fees prior to the engagement.

#### **9 Progress Reports.**

We will keep you informed of the progress of all matters. Under section 3.4.18 of the Act you may also request written reports of the progress of your matters.

If at any time you feel dissatisfied with what you consider to be a lack of

information you should contact the partner responsible for your matter.

## **10 Dispute Resolution**

The following avenues are open to you in the event of a dispute or complaint in relation to legal costs or the provision of legal services:

- if the legal costs we have charged you do not exceed \$15,000, or you think you have suffered a pecuniary loss as a result of an act or omission by us, or you have any other genuine dispute arising out of or in relation to our provision of legal services, you may lodge a written request with our Recognised Professional Association, *Victorian Lawyers RPA Ltd* (ACN 075 475 731) of 470 Bourke Street, Melbourne, Victoria 3000 by which our firm is a regulated; or
- if you have a complaint about our conduct or are dissatisfied with any explanations we give you, you may take that complaint to the Legal Ombudsman or our Recognised Professional Association; or
- in certain circumstances, your dispute or complaint may be heard by the Legal Practice Board or the Legal Profession Tribunal.

There may be time limits within which the actions mentioned above must be taken and you should act promptly if you wish to use any of the procedure set out above.

## **11 Changing the terms of our engagement**

We will notify you of any substantial change to anything included in these terms or the accompanying letter as soon as practicable after we become aware of that change.

## **12 Ending our engagement**

You may end our engagement by written notice at any time. If you do this, you must pay our legal costs 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 immediately.

If you do not pay out 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 may 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.

## **13 Keeping documents**

When this matter is over, we will keep your papers that you leave with us. We request your authorisation to destroy our file about the matter (except documents in safe custody) seven (7) years after we give you our final account. We shall retain the documents for a longer period if you request us to do so.

We have the right to keep your papers and documents while there is money owing to us for our professional costs and disbursements.

## **14 If you have any queries**

If you have any queries or concerns about costs please do not hesitate to contact us. We shall be happy to answer your questions and explain how the total costs will be calculated.

## **15 Confirming our engagement**

If you want us to act for you on the basis set out in this letter, please sign and return a copy of this letter. If you do not return the signed copy of this letter, but nevertheless instruct us to act for you, we will proceed on the basis that you have accepted the terms set out in this letter and it will constitute a costs agreement between us.

## **16 Guarantee**

If this costs agreement is between Brand Partners and a company, then the director or directors who sign this costs agreement on behalf of the company (*Guarantor*) agree to guarantee the due and punctual payment by the company of all money which is or becomes payable by the company to Brand Partners under this costs agreement or on any other account (*Secured Money*). The Guarantor also agrees to pay to Brand Partners on demand the Secured Money

without the necessity for Brand Partners to have made any prior demand on the company or any other steps being taken against the company to recover the Secured Money.

**17 Your Rights**

- You have the right to negotiate a costs agreement with us.
- You may request an itemised bill within thirty (30) days after receipt of a lump sum bill.
- We will tell you of any substantial changes affecting your matter.
- You may seek independent legal advice before agreeing to the legal costs we propose to charge in this matter.

**18 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 the law of another jurisdiction to apply.

If you would like to discuss any aspect of this letter please call the partner responsible for your matter.

The hourly rates of people likely to be involved in this work are:

	<b>Rate per hour</b>
Partners	\$350.00
Senior Associates	\$290.00
Fifth Year Solicitors	\$260.00
Fourth Year Solicitors	\$260.00
Third Year Solicitors	\$220.00
Second Year Solicitors	\$190.00
First Year Solicitors	\$160.00
Paralegals/Law Clerks	\$120.00
Secretaries	\$60.00
	At cost

(the above rates are exclusive of **GST**)

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**Chris Wilson - Partner**

Date signed by Brand Partners: \_\_\_\_\_

I agree to the terms of this costs agreement.

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Print Name (\* If this costs agreement is being signed on behalf of a company, you must be a director of that company)

.....

\*Signature

*\*Where the client is a company, I acknowledge that I am signing both for and on behalf of the company and personally as guarantor under clause 16.*

Date signed by you: \_\_\_\_\_