

# LIFE LAW SOLUTIONS CLIENT AGREEMENT TERMS AND CONDITIONS



## 1. OFFER TO ENTER INTO A CLIENT AGREEMENT

- 1.1** This document is an offer to enter into a client agreement with you.
- 1.2** If you accept this offer you will be regarded as having entered into a client agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it.
- 1.3** You agree that we will perform the work specified in Clause 6 of this Agreement. You accept that this work may be extended from time to time, in accordance with advice to you, or at your request, or where we do so with your knowledge and consent.

## 2. DISCLOSURE PRIOR TO LEGAL SERVICES

- 2.1** Before providing legal services and entry into any client agreement, we are required to provide you with disclosure of information under the Legal Profession Act 2007 (Qld).
- 2.2** A disclosure notice was provided to you at the time of receiving the link to this Agreement and by signing the Agreement:
  - (a) you acknowledge you have received the disclosure notice; and
  - (b) you acknowledge that you have read the disclosure notice.
- 2.3** Life Law Solutions Pty Ltd operates as an Incorporated Legal Practice.
- 2.4** The services to be provided are as described in this Agreement. All legal services to be provided under this Agreement will either be provided by or supervised by an Australian Legal Practitioner. The provision of legal services

is regulated by the Legal Profession Act 2007 (Qld) however the provision of non-legal services under this Agreement is not regulated by that legislation. The information in this paragraph is provided to you in relation to all matters on which you may instruct us on an ongoing basis.

- 2.5** You can find more information about your rights by reading the fact sheets "Legal Costs – Your Right to Know" and "Your right to challenge legal costs" which you can obtain from the Queensland Law Society ([www.qls.com.au](http://www.qls.com.au)).

## 3. ACCEPTANCE OF OFFER

- 3.1** This is an offer to enter into a Client Agreement pursuant to the Legal Profession Act 2007 (Qld) which makes provision for Client Agreements between solicitors and their clients. Acceptance may be by any one of the following ways:
  - (a) Sign, date and return a copy of this Agreement to our office by email or in person; or
  - (b) Providing us with further instructions (either verbally or in writing) after receiving this document; or
  - (c) contacting this firm and advising of your acceptance.
- 3.2** With reference to 3.1(b) above – where you provide us with ongoing instructions after receipt of this document, you will have been deemed to accept the terms of this Client Agreement. We will confirm this with you in writing soon after receipt of those instructions. Regardless of deemed acceptance we may still require that you sign and return this Agreement to us before we continue to work.

**3.3** By accepting our offer to enter into a Client Agreement, you confirm your agreement to and understanding of the matters set out in this Agreement.

**3.4** This Agreement will apply from the date it is accepted by you, that is, either:

- (a) The date on which you sign, date and return the Agreement to our office; or
- (b) The date on which you first provide your verbal or written instructions after having received this Agreement;

whichever is the earlier.

**3.5** Failure to accept our offer within seven (7) days of the date of this Agreement may result in the immediate withdrawal of our offer to act.

#### **4. HOW WE WILL WORK TOGETHER**

**4.1** We will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of your matter.

**4.2** You must:

- (a) provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
- (b) act reasonably and take reasonable care to protect your own interests in respect to the matters the subject of this document;
- (c) satisfy yourself as to the commercial viability of transactions (if any); and
- (d) where relevant, investigate the bona fides of the other parties to the transaction, checking all financial matters and assessing the commercial soundness of the transactions, using an Accountant or other professional adviser.

#### **5. CYBER SECURITY**

In order to protect your money if attempts are made by hackers to impersonate the firm in emails, the following steps are critical:

- (a) You must not transfer any money (cheque deposit or electronic transfer) more than \$10,000 without first telephoning to verbally confirm the account number, details and amounts by reading out and reading back the account and BSB numbers;
- (b) We will contact you, by telephone, to confirm verbally the bank account details for any payments we intend to make to you by asking you to read out the account and BSB numbers we hold;
- (c) You must give the same warnings to anyone else we know who is involved in the matter (e.g. the agent, broker, family member involved or any other party) that may also be involved in transferring money; and

You must also:

- (d) Ensure that you do not contact us using a phone number listed in any communication from us that asks for money or sets out account numbers or details without first checking the phone number in a prior separate paper communication from us or checking our website or white or yellow pages telephone listing;
- (e) Contact the sender to check legitimacy before opening attachments, clicking on hyperlinks or download buttons in unexpected emails;
- (f) Contact us if in any doubt about emails or other electronic communications that appear to have come from us.

#### **6. THE LEGAL WORK**

**6.1** The work we are instructed to do is as set out in our letter containing the link to this Agreement along with any other step or action necessary in relation to the conduct of your legal matter; and such other work ancillary to and / or incidental to the above described work we consider is necessary or is in your best interests to properly and effectively perform the above described work.

## 7. CHARGES FOR PROFESSIONAL FEES, ADMINISTRATION FEES, DISBURSEMENTS AND OUTLAYS

**7.1** The charges you will incur will be a combination of our professional fees, administration fees, disbursements and GST (where applicable).

### Professional Fees

**7.2** Our professional fees charged are an amount calculated by reference to the amount of time spent for which the hourly charge rates are:

#### Rate (excl GST)

	Current Hourly rate (plus GST)
Legal Practice Director	\$620
Special Counsel	\$620
Senior Associate Solicitor	\$560
Associate Solicitor	\$480
Solicitor	\$420
Law Clerk	\$380
Paralegal / Legal Assitant	\$290
Legal Assistant	\$240

**7.3** Time is charged in six minute intervals – with six minutes being the minimum interval recorded for professional services.

**7.4** Your matter will be dealt with primarily by the Solicitor with whom your initial consultation was held. However, we have found from past experience that due to the nature of many legal matters a team approach works best from the client's perspective. By adopting the team approach, your file receives the prompt attention it deserves at all times, notwithstanding the fact that the Solicitor who initially conferred with you might be on annual leave, engaged in Court appearances, mediations or other tasks which take us out of the office from time to time.

**7.5** Our firm has Legal Practice Directors, Senior Lawyers and other experienced staff who are highly competent in aspects of family law, succession and estate law. By adopting the team approach your file may be handled by one or more of our highly competent staff so at no stage does your file lie dormant. At all times we will ensure that work is undertaken in the most cost effective way.

**7.6** If more than one staff member is engaged on your file at one time (for example, two solicitors attend at Court or in a consultation with you) you will not be charged the rate of both Solicitors at the same time. While you may see time appear on your invoice for both Solicitors, an internal accounting adjustment is made by the firm to ensure that the hourly rate of the senior Solicitor is apportioned to both Solicitors.

**7.7** As you can appreciate, from time to time our staff change and under this Agreement, we will endeavour to notify you as soon as possible in the event this occurs and is relevant to your particular matter. We will also endeavour to provide the hourly rate of any new legal staff that undertake work on your matter.

### Administration Fees

**7.8** We will charge you an "Administration Fee" for our communication and production costs, (excluding specific Disbursements and Outlays in Clause 7.9) , calculated at ten (10) percent of our professional fees (including GST), to cover all of our internal costs relating to:

- Photocopying, printing and other document production;
- Our telephone, email, facsimile and other communication charges;
- Delivery, collection and postage charges;
- File opening, closing, storage and archiving; and
- Computer storage devices such as USBs.

### Disbursements and Outlays

**7.9** Disbursements and Outlays are sums of money that we pay, or become liable to pay, to others on your behalf. We will pass on to you any Disbursement or Outlay reasonably incurred on your behalf. Examples of these are:

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- (a) Search fees;
- (b) Counsel (Barrister) Fees;
- (c) Enquiry fees;
- (d) Court and other filing fees;
- (e) Lodgement fees;
- (f) All government revenue charges (including stamp duty);
- (g) Transaction specific banking charges;
- (h) Process server and investigator fees;
- (i) Clinical records from hospitals;
- (j) Medical, experts' reports and/or other external consultants;
- (k) Witnesses fees and expenses;
- (l) Express or Registered Postage, courier and messenger costs;
- (m) Transcript charges;
- (n) Other law practice fees;
- (o) Travel expenses and accommodation costs;
- (p) Parking fees incurred attending court, mediation or other conferences on your behalf; and
- (q) Extra-ordinary photocopying of large documents such as briefs to barristers and other experts and disclosure documents.

These will be charged to you on a cost basis, that is, reimburse the actual expense incurred.

#### **GST and Increases in Fees and Costs of Production**

**7.10** All rates, charges and expenses referred to in this document are GST exclusive unless otherwise stated to be inclusive of GST. You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.

**7.11** Having regard to Consumer Price Increases and other costs of production affecting the provision of services to you, we reserve the right to alter our rates of charge for professional fees and other fees from time to time. Usually this occurs on 1 July each

year. The altered rates shall be notified to you by us in writing and, unless you object thereto in writing within thirty (30) days of notification, shall apply from the date of notification. If you object then, unless the altered rates are resolved between us, this client agreement shall be terminated and all costs, interest and recovery costs owing to us shall be payable forthwith.

#### **Scale Fees**

**7.12** Scales of fees fixed by legislation that are applicable to the amounts under this costs agreement are prescribed in the Uniform Civil Procedure Rules 1999, Supreme Court of Queensland, District Court of Queensland and Magistrates Court of Queensland for all matters other than Family Law and if your matter relates to Family Law, are prescribed under the Federal Circuit Court and Family Court of Australia (Family Law) Rules 2021.

#### **Costs in Court Proceedings**

**7.13** If court proceedings are taken on your behalf:

- (a) The general principle applied in civil disputes is that costs follow the event, i.e. if you are successful in your action, the Court may order that the other party pay your costs;
- (b) The general principle applied in family law disputes is that each party pays their own costs, i.e. regardless of the outcome, both parties will each pay their own legal costs;
- (c) In some circumstances a Court may make a different costs order, depending on the circumstances of your matter. The amount of costs is determined either:
  - By the Judge setting a fixed amount;
  - In accordance with the Court Scale referred to in 7.12 above; or
  - On an indemnity basis, i.e. a full reimbursement of the actual costs incurred by a party in accordance with their legal retainer.

(d) If a Court makes an order that you are to pay the costs of the other party those costs are to be paid in addition to any costs payable to us pursuant to this Agreement.

(e) If a Court makes an order that the other party is to pay some or all of your costs, then:

- (i) The Costs order will not usually cover all costs associated with your matter;
- (ii) Our Costs are required to be paid in advance in accordance with the terms of this Agreement in the first instance and not upon a reimbursement of costs by the other party.

## **8. BILLING AND INTEREST CHARGES**

**8.1** Invoices will be sent to you containing information of professional fees, administration fees, disbursements and outlays and GST at the following times throughout your matter:

- (a) On two occasions each month where the professional costs (inclusive of administration fees) incurred by the client exceeds \$350.00;
- (b) at the conclusion of a significant event in your matter i.e. at the filing of substantive documents, attendance at a Court event or attendance at Mediation;
- (c) at any other time at our discretion;
- (d) at any other time at your request.

**8.2** Our Invoices are payable not later than seven (7) days from the date of receipt. If we have not received payment within this seven (7) day period, we will contact you to discuss payment arrangements.

**8.3** The date of receipt shall be the date on which the Bill is handed to you, the date of the invoice being sent by email or if forwarded through the post, two (2) days after posting, as the case may be. For your convenience, the due date of each invoice is noted on the invoice document.

**8.4** If invoices or any part thereof remain unpaid for thirty (30) days from receipt, interest may be charged on the unpaid amount in accordance with Section 321 of the Legal Profession Act 2007, and Regulation 82 of

the Legal Profession Regulations 2007, from the date of receipt of the Bill. Interest is charged at the rate equal to the Cash Rate Target (as defined by the Regulations) plus 2%.

## **Format of Invoice**

**8.5** The Legal Profession Act 2007 (Qld) permits law firms to issue Bills in either “lump sum” or “itemised” format. A lump sum bill describes the legal services to which it relates and specifies the total amount of legal costs. An itemised bill is a detailed bill stating the specific amount for each activity undertaken on your file.

**8.6** Our Bills will be issued to you in lump sum format. You have a right under section 332 of the Act to ask us for an itemised bill. We must provide this to you within 28 days of the request. You will not be charged for the preparation of the itemised bill. If the amount of the itemised bill is less than the lump sum bill, we will charge you the amount of the itemised bill. If the amount of the itemised bill is more than the amount of the lump sum bill, we will charge you the amount of the itemised bill.

## **Electronic Delivery of our Invoices**

**8.7** By entering into this legal services agreement you acknowledge that our invoice may be sent to you by electronic means and agree to our invoice being sent to you by electronic means.

## **Suspension of Work & Solicitors Lien**

**8.8** It is important to note that the firm's accounts must be made within trading terms. Failure to do so in the absence of a specific arrangement may result in a temporary suspension of your work. Persistent failure may result in our firm's termination of this Agreement.

**8.9** In the event that you do not pay the firm's invoice, this client agreement entitles the exercise of a solicitor's lien. The Lien allows us to retain all your documents and trust funds until the account is paid. We refer you also to Clause 11 and 12 of this Client Agreement

## **9. UPLIFT FEE (IF APPLICABLE)**

**9.1** As this is a proposed conditional client

agreement (involving an uplift fee), you have the right in accordance with Legal Profession Act 2007 (Qld) to obtain independent legal advice before entering into this agreement. You also have the right to a cooling off period of five clear business days after we receive the signed agreement from you during which you may terminate the agreement by written notice to us. Should you so terminate the agreement we are still entitled to charge you for legal services performed on your instructions with your knowledge before that termination.

**9.2** This legal practice will charge you as set out above in clause 6. Upon the successful outcome of the matter an uplift fee of 20% on the professional fees usually charged is payable.

**9.3** A successful outcome is the occurrence of any one of the following events:

- (a) Agreement or Order as to the distribution of part of funds to you from the proceeds of the former matrimonial home or any other property of the relationship;
- (b) Agreement or Order providing for you to receive real estate.

**9.4** The reasons why an uplift fee is warranted from time to time include the difficult nature of the dispute, the dogged and illogical resistance from other party and/or their advisors, your inability to pay our costs and outlays, as due, or the uncertainty of collection time. Our entitlement to charge in the event of termination is explained below at clause 16.

## **10. ADVANCE PAYMENTS TO OUR TRUST ACCOUNT**

**10.1** We will not commence substantive work in relation to your matter until we receive an initial payment into our trust account. The initial payment is ordinarily \$2,000 unless another amount is indicated to you by your Solicitor.

**10.2** Whilst your matter is ongoing you agree to provide funds to our Trust Account from time to time as requested and required by us. You understand that it is our firm's practice to hold money in Trust on your behalf in advance of undertaking work for you.

**10.3** The money will be held in trust and you will be advised how it is used. You hereby authorise us to draw on the money for expenses, third party payments and professional fees as they become due.

## **11. AUTHORITY TO RECEIVE, REALISE AND DEDUCT**

**11.1** You hereby irrevocably authorise and consent:

- (a) to our receipt on your behalf of any monies due to you in the course of or as a result of actions taken by us on your behalf and through any such proceedings;
- (b) to deduct from any moneys as may be received by us to our Trust Account for or from you for any purpose (whether related to this file or not) and transfer to our own account, such amount or amounts as are necessary to pay our costs and disbursements in accordance with this agreement to meet invoices (including interim invoices) rendered to you by us upon receipt by you;
- (c) to obtain from any agents or other Solicitors of you (past or current) all information required at any time by us regarding your circumstances and entitlements, whether or not we continue to represent you, until such time as all costs and outlays together with interest and recovery costs owed by you to us have been paid;
- (d) to sell any asset covered by the lien granted in Clause 12 hereof.
- (e) to us lodging a Caveat against any interest in real estate you may have at any time (whether registered or not) to better secure the payment of the costs and outlays payable hereunder to us.

**11.2** Further you hereby acknowledge that Life Law Solutions Pty Ltd trades in its own name and as Life Law Solutions and the irrevocable authorities referred to herein apply to Life Law Solutions Pty Ltd and Life Law Solutions.

## 12. SECURING OUR COSTS

**12.1** If you do not pay our bills issued to you in accordance with this Agreement and / or we terminate this Agreement in accordance with Clause 15, we are entitled to exercise a solicitors lien until all monies owing to us pursuant to this Agreement are paid. This lien allows us to retain possession of your documents and retain all funds held on your behalf in our Trust Account. We refer you to Clause 8.9 and 15 in this regard.

**12.2** Without affecting a lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) You hereby grant a charge over all property, present and future, for the payment of any monies due and owing;
- (b) we shall be entitled to retain by way of lien any funds, property or papers of yours which are from time to time in our possession or under our control, whether on this file or for any other purpose, until all costs, disbursements and interest and recovery costs due to us have been paid;
- (c) our lien shall continue notwithstanding that we cease to act for you for any reason; and
- (d) you understand that such a lien is held and hereby affirmed by us over assets won, secured or realised as fruits of our work in, or otherwise in the course of this matter including real estate.

**12.3** We may take steps to recover payment of any outstanding bills, plus interest, from you. In doing so, we may also seek payment of the professional fees, administration fees and disbursements associated with the recovery action.

## 13. IRREVOCABLE AUTHORITY AND DIRECTION REGARDING MONEYS AND OTHER ASSETS AGREED OR ORDERED TO BE PAID TO THE CLIENT

**13.1** You hereby irrevocably Direct and Authorise all persons who may at any time be bound to make any payments or to transfer any assets to you to pay such moneys or to hold such assets at the direction of, and for the

benefit of us, pending payment in full to our satisfaction of all moneys owing by you to us for work done pursuant to this Client Agreement.

## 14. ENGAGEMENT OF ANOTHER LAW PRACTICE (E.G. BARRISTER)

**14.1** In the event that we engage on your behalf another law practice to provide specialist advice or services (e.g. a barrister) you will be advised. If the specialist provides us with fee disclosures or the basis of fee calculation we will pass this information on to you. If we become liable to pay interest on any advocate's fees as a consequence of delay on your part we will pass that charge on to you.

**14.2** As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.

**14.3** As a litigation firm, from time to time our Legal Practice Directors, Senior Lawyers and other staff are engaged in Court proceedings such as yours, but those events are controlled by the Court and not our firm. There will be occasions where we may advise you to brief a Barrister who will be able to dedicate time purely to your matter in order to serve your interests on the day of your hearing. We will consult with you at all times about this process. By this agreement you acknowledge this practice which allows us on occasion to better serve your needs.

## 15. TERMINATION OF AGREEMENT

**15.1** You may terminate this agreement at any time.

**15.2** Should this agreement be terminated at any time, you remain liable for the legal costs up until that time.

**15.3** If you do not pay monies in accordance with the client agreement, we may suspend work and may cease acting for you.

**15.4** We shall not continue to do the work and may terminate the agreement:

- (a) if you fail to pay our bills or deposit monies to our trust account as required



from time to time;

- (b) if you fail to provide us with adequate instructions within a reasonable time;
- (c) if you give instructions that are deliberately false or intentionally misleading;
- (d) if you fail to accept an offer of settlement which we think is reasonable;
- (e) if you fail to accept reasonable advice we (or counsel) give you;
- (f) if you engage another law practice to advise you on this matter without our consent;
- (g) if we, on reasonable grounds, believe that we may have a conflict of interest;
- (h) if you ask us to act unethically; or
- (i) for other just cause.

**15.5** If the agreement is terminated either by you or us, you will be required to pay our professional fees, fees for other items and expenses and disbursements up to the date of termination.

**15.6** We shall give you notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

**15.7** On termination, we are entitled to retain possession of your documents and trust money while there is money owing to us for our professional fees, fees for other items and expenses and disbursements, unless and until security is provided for our costs.

## **16. ARCHIVING YOUR FILE**

**16.1** We shall, on completion of the Work, return any papers to which you are entitled, but leave in our possession your file (except documents deposited in safe custody) for no more than seven (7) years and on your instructions and authority hereby given we will destroy the file seven (7) years after the date of the final bill rendered by us in this matter.

**16.2** Should we be required by you to retrieve your file from archives for any reason a fee of \$80.00 must be paid prior to us retrieving the file.

## **17. COLLECTION/DESTRUCTION OF CLIENT DOCUMENTS**

**17.1** This agreement absolves the firm from any responsibility whatsoever for holding on to or preserving documents coming in to its possession in respect of this matter, whether created by it or not, and you will be responsible for collecting all papers that you wish to preserve upon conclusion of this matter.

**17.2** You alone will be responsible for satisfying requirements of the Australian Taxation Office for retention of appropriate records concerning incoming and outgoing payments.

**17.3** Notwithstanding Clause 16.1, this agreement, where signed by you, authorises us to destroy the said records at any time after six (6) months after the date of completion of the primary work for which this retainer was granted, in circumstances where we have called on you to collect your documents by our usual course of communication with you, and you have failed to collect your documents.

## **18. PRIVACY PROTECTION**

**18.1** Personal information about you, provided by you and other sources, is protected under the Privacy Amendment (Private Sector) Act 2000. Disclosure of such information may be compelled by law (e.g. under the Social Security Act). You also authorise us to disclose such information where necessary to others in furtherance of your claim/matter (e.g. within the law practice, the Court, the other party or parties to litigation, to accountants, real estate valuers, experts, barristers etc).

## **19. ELECTRONIC COMMUNICATION**

**19.1** It is possible that electronic communication may be intercepted by a third party without the sender or the recipient being aware, which may put confidentiality at risk. If an electronic communication contains information which is subject to legal professional privilege, that privilege may be lost if the electronic communication is misdirected or intercepted.

**19.2** You acknowledge that you are aware of the risk and agree that we can contact you and

send any correspondence, bills and other materials relating to your matter (which may contain information which is confidential or subject to legal professional privilege) electronically.

## **20. CONTINUATION OF THIS AGREEMENT**

**20.1** Even though interim accounts may be rendered from time to time, this agreement shall continue in force unless and until terminated in accordance with its provisions.

**20.2** This agreement shall be binding upon the heirs, legal personal representatives and assigns of each party.

## **21. CONCERNS IN RELATION TO LEGAL COSTS AND THE CONDUCT OF YOUR MATTER**

**21.1** You may contact our Office Manager, Veronica Leuverink, on (07) 3343 9522 at any time if you have queries regarding your legal costs. If your concern cannot be resolved, then you should direct your enquiries to Elizabeth Fairon who is one of the Legal Practice Directors of the firm.

**21.2** In accordance with Clause 8.6 above, you have a right to request an itemised bill and we must provide that to you within 28 days after the date on which the request was made. You will not be charged for the preparation of the assessment.

**21.3** If you have concerns about the conduct of your matter, we would encourage you to raise that concern with the Solicitor who is working with you. If your concern cannot be resolved by the Solicitor, then you should direct your concern to the Legal Practice Directors or Office Manager on (07) 3343 9522 or mail@lifelaw.com.au.

**21.4** If any complaints raised are not resolved through this process then you may obtain the assistance of the Queensland Law Society (www.qls.com.au).

## **22. ACKNOWLEDGEMENTS**

**22.1** You acknowledge and confirm by signing this agreement that:

- (a) you have been advised that independent legal advice (as to the legal and practical nature and effect of this agreement and as to whether or not it is in your interests to enter into it) is available to you from

other solicitors, and that it is in your interests to obtain such advice before entering into this agreement,

- (b) each account rendered shall be regarded as a final account for work done as described in the account and any information included in the account, setting out details of amounts owing in respect of previous accounts shall not, for the purposes of any applicable Court Rules, form part of the later account;
- (c) you have read and understood this agreement, the Disclosure Notice and the letter which accompany it before signing this agreement.