life law
SOLUTIONS

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LIFE LAW SOLUTIONS
MASTER CLIENT AGREEMENT TERMS AND CONDITIONS

HOW THIS AGREEMENT WORKS

This section provides summary to help you find your way around the Agreement. It does not replace the numbered clauses that follow. If there is ever a difference between this summary and a numbered clause, then the numbered clause applies.

- We will act for you on the matter described in our letter to you, using the team best placed to progress it, not always just one person.
- This engagement does not include financial advice, see clause 6.
- Our fees are based on time spent, billed at the hourly rates in clause 12.2, plus a 10% administration fee and any disbursements (amounts we pay to others on your behalf, like filing fees or expert reports). Local travel is a fixed fee, see clause 12.10.
- Invoices are issued as a lump sum (a total figure) by default, see clause 13.5 for why. You can ask for an itemised, line-by-line bill at any time, free of charge, see clause 13.6.
- We will ask you to keep funds in our trust account to draw fees and expenses from as your matter progresses, see clause 15. If you do not have sufficient money in trust, we are unable to continue to work on your file.
- You can end this Agreement at any time; you will remain responsible for costs up to that point, see clause 20.
- If you have any concerns about costs or how your matter is being handled, raise it with your solicitor first, then our Legal Practice Director, see clause 23.

PART A: ENTERING THIS AGREEMENT

1. OFFER TO ENTER INTO A CLIENT AGREEMENT

1.1 This document is our offer to you to enter into a client agreement. If you accept, you are bound by everything in this document, including how you will be billed.

1.2 You agree that we will do the work described in clause 5. The scope of that work may change over time, in accordance with our advice, if you ask us to take additional steps, or if it happens with your knowledge and agreement.

1.3 This Agreement deals with the administrative terms of our engagement. Any preliminary advice we have given you before this point, for example, about a limitation date that applies to your circumstances, is set out separately, in our correspondence with you, not in this Agreement.

2. DISCLOSURE PRIOR TO LEGAL SERVICES

2.1 The Legal Profession Act 2007 (Qld) (LPA) requires us to disclose certain information to you before we start acting for you. We gave you a disclosure notice when we sent you the link to this Agreement. By signing, you confirm you received and read it.

2.2 Life Law Solutions Pty Ltd operates as an Incorporated Legal Practice.

2.3 All legal services under this Agreement are provided, or supervised, by an Australian Legal Practitioner, and are regulated by the LPA. The non-legal services we provide are not regulated by the LPA. This applies across all matters you instruct us on, on an ongoing basis.

2.4 For more on your rights, see the Queensland Law Society fact sheets “Legal Costs, Your Right to Know” and “Your Right to Challenge Legal Costs”, available at www.qls.com.au.

3. ACCEPTANCE OF OFFER

3.1 This is a formal offer of a Client Agreement under the LPA. You can accept it by:

(a) Signing, dating and returning the letter sent with this agreement to us by email or in person; or

b) Giving us further instructions, verbally or in writing, after receiving it; or

c) Contacting us to confirm your acceptance

3.2 If you provide ongoing instructions to us after receiving this document (as in clause 3.1(b)) by attending in person, by telephone or sending us an email, you are taken to have accepted it. We will confirm this with you in writing. We will still ask you to sign and return it before we continue working.

3.3 By accepting, you confirm you understand and agree to everything in this Agreement.

3.4 This Agreement starts on whichever is earlier: the date you sign and return it, or the date you first give us instructions after receiving it.

3.5 If you have not accepted within seven (7) days, we may withdraw our offer to act for you.

PART B: HOW WE WORK TOGETHER

4. HOW WE WILL WORK TOGETHER

4.1 We will provide the legal services described here with proper skill and care, and keep you informed of progress.

4.2 In turn, you agree to:

a) Give us timely, accurate instructions, and all relevant documents and records;

b) Act reasonably and take care to protect your own interests;

c) Satisfy yourself as to the commercial viability of any transaction; and

d) Where relevant, check the other parties’ financial position and the soundness of any transaction, with an accountant or other adviser if needed.

5. THE LEGAL WORK

5.1 We will do the work set out in the letter that accompanied the link to this Agreement, along with anything else reasonably necessary to progress your matter or that we consider is in your best interests.

6. WHAT THIS AGREEMENT DOES NOT COVER

6.1 Our engagement does not include financial advice. If your matter involves financial decisions, for example, about superannuation, investments, tax, or refinancing, you should get independent advice from a qualified accountant or financial adviser.

7. ENGAGEMENT OF ANOTHER LAW PRACTICE (E.G. BARRISTER OR AGENT)

7.1 If we engage another law practice on your behalf, a barrister or another law practice acting as our town agent, for example, we will let you know. We will pass on any fee disclosures or fee basis that they give us. If we become liable for interest on their fees because of a delay on your part, we will pass that charge on to you.

7.2 Barristers have legal immunity from suit for their advocacy work. Nothing in this Agreement changes that.

7.3 As a litigation firm, our Legal Practice Directors, Senior Lawyers and other staff are sometimes engaged in Court proceedings for other clients at the same time as yours, this is controlled by the Court, not by us. There may be times we recommend briefing a barrister who can dedicate their full attention to your matter on the day of a hearing. We will always discuss this with you first. By signing, you acknowledge this may happen, in your best interests.

PART C: KEEPING YOUR INFORMATION AND MONEY SAFE

8. CYBER SECURITY

8.1 Scammers sometimes impersonate law firms by email to intercept client funds. To protect your money:

a) Never transfer more than $10,000, by cheque or electronically, without first phoning us to read out and read back the account and BSB numbers.

b) We will do the same before paying money to you: we will call to confirm your account and BSB numbers verbally.

c) Please pass this same warning to anyone else involved in transferring money on your matter, an agent, broker, or family member, for example.

d) Do not rely on a phone number from an email or message that asks for money or account details, check it against an earlier paper communication from us, our website, or a phone directory first.

e) Before opening an attachment or clicking a link in an unexpected email, contact the sender directly to check it is genuine.

f) If anything about a communication from us looks off, contact us to check.

9. ELECTRONIC COMMUNICATION

9.1 Electronic communication can sometimes be intercepted by a third party without either of us knowing, which puts confidentiality at risk. If an intercepted or misdirected communication contains legally privileged information, that privilege may be lost.

9.2 You acknowledge this risk and agree that we can send you correspondence, invoices and other materials, which may be confidential or privileged, electronically.

10. USE OF TECHNOLOGY IN FILE RECORDING

10.1 As part of our standard workflow, we may use software tools, including AI-assisted transcription and note-taking applications, to help us accurately record file notes and summaries of conversations with you. These tools support efficient and consistent service, but don't replace the professional judgement of your fee earner.

10.2 Any information processed using these tools is handled in accordance with our Privacy Policy, and is subject to the same confidentiality obligations as the rest of your file.

10.3 By engaging us, you consent to our use of such tools in the ordinary course of your matter.

11. PRIVACY PROTECTION

11.1 We protect your personal information under Australian privacy law. Disclosure may sometimes be compelled by law, for example, under social security legislation. You also authorise us to disclose your information where necessary to progress your matter, for example, within our practice, to the Court, the other party or parties, accountants, real estate valuers, experts, or barristers.

PART D: FEES, BILLING AND TRUST MONEY

12. CHARGES FOR PROFESSIONAL FEES, ADMINISTRATION FEES, DISBURSEMENTS AND OUTLAYS

12.1 What you pay is a combination of our professional fees, an administration fee, disbursements, and GST (where it applies).

Professional Fees

12.2 Our professional fees are calculated by the time we spend on your matter, at the following hourly rates:

ROLE	HOURLY RATE (EXCL. GST)
Legal Practice Director	$620
Special Counsel	$620
Senior Associate Solicitor	$560
Associate Solicitor	$480
Solicitor	$420
Law Clerk	$380
Paralegal / Legal Assistant	$290
Receptionist	$240

12.3 Time is recorded in six-minute blocks, six minutes is the minimum time charged for any piece of professional work.

12.4 Your main point of contact is the solicitor you first consulted. In practice, we work as a team, so your file keeps moving even if that solicitor is on leave, in Court, at a mediation, or otherwise engaged elsewhere.

12.5 Our Legal Practice Directors, Senior Lawyers and other experienced staff bring different strengths across family law, succession and estate law. Because we work as a team, more than one of us may work on your file at different times, always in the most cost-effective way we can manage.

12.6 If more than one staff member works on your file at the same time, for example, two solicitors attending Court or a meeting with you together, you will not be charged both of their full rates for the same time. You may see time recorded for both, but we make an internal adjustment, so the combined charge reflects the senior solicitor's rate, not double.

12.7 If the staff working on your file change, we will let you know as soon as we reasonably can, along with the hourly rate of anyone new.

Administration Fee

12.8 We charge an Administration Fee of 10% of our professional fees (plus GST). This covers our internal costs, photocopying, printing, phone/email/postage, and file storage and archiving, separately from the specific disbursements below.

Disbursements and Outlays

12.9 Disbursements and outlays are amounts we pay, or become liable to pay, to others on your behalf. We pass these on to you at cost. Examples include:

a) Search fees

b) Counsel (Barrister) fees

c) Enquiry fees

d) Court and other filing fees

e) Lodgement fees

f) Government revenue charges, including stamp duty

g) Transaction-specific banking charges

h) Process server and investigator fees

i) Clinical records from hospitals

j) Medical, expert, or other external consultant reports

k) Witness fees and expenses

l) Express or registered postage, courier and messenger costs

m) Transcript charges

n) Other law practice fees

o) Travel and accommodation costs beyond our standard local travel fees (see clause 12.10)

p) Parking fees for Court, mediation or other conferences on your behalf

q) Extraordinary photocopying of large documents, such as briefs to barristers or disclosure documents

Local Travel

12.10 Where a fee earner needs to travel locally for your matter, for example, to attend Court, we charge a fixed travel fee rather than billing the fee earner's time at their hourly rate. This fee is calculated at our Legal Assistant / Paralegal rate, regardless of which fee earner is travelling:

ROUTE	FIXED FEE	RATE APPLIED
Mt Gravatt office ↔ Brisbane CBD	1 hour (return)	Legal Assistant / Paralegal rate
Maroochydore office ↔ Court	30 minutes (return)	Legal Assistant / Paralegal rate
Hervey Bay office ↔ Court	30 minutes (return)	Legal Assistant / Paralegal rate
Rockhampton office ↔ Court	No fee, walking distance	N/A
Goondiwindi (no local Court)	Disbursement basis	N/A
Any travel beyond the above routes	Disbursement basis	N/A

12.11 This fee is calculated from the office you would reasonably expect your fee earner to be based at, which may not always be the office nearest to where an appointment or Court event takes place. We will tell you if this applies to your matter. Any travel beyond the routes above, including all Goondiwindi matters, where there is no Supreme or District Court, is charged as a disbursement, at cost, and will be discussed with you in advance.

GST and Increases in Fees and Costs of Production

12.12 All rates, charges and expenses in this document exclude GST unless stated otherwise. You will pay an additional amount for any GST we are liable to pay on services we provide you.

12.13 To reflect cost-of-living and production cost increases, we may change our rates from time to time, usually on 1 July each year. We will notify you in writing at least 30 days prior to the implementation of the change. You can raise an objection about the increase and if we cannot resolve it, this Agreement ends, and all costs, interest and recovery costs owing to us become payable immediately.

Scale Fees

12.14 Where legislation fixes scales of fees relevant to this Agreement, they are set out in the **Uniform Civil Procedure Rules 1999** (Qld) for Queensland Courts (for non-family-law matters), or the **Federal Circuit Court and Family Court of Australia (Family Law) Rules 2021** (Cth) (for family law matters).

Costs in Court Proceedings

12.15 If Court proceedings are taken on your behalf:

a) In civil disputes, costs generally follow the outcome, if you are successful, the Court may order the other party to pay your costs.

b) In family law disputes, each party generally pays their own costs, regardless of outcome.

c) In some cases the Court may make a different costs order, either a fixed amount, an amount under the Court Scale referred to in clause 12.14, or a full reimbursement (indemnity costs) of what you actually paid us.

d) If you are ordered to pay the other party's costs, that is in addition to what you owe us under this Agreement.

e) If the other party is ordered to pay some or all of your costs: this order usually won't cover everything; and our costs are still payable by you in advance, under this Agreement, rather than only once you have recovered costs from the other side.

13. BILLING AND INTEREST CHARGES

13.1 We will send you invoices:

a) Twice each month, around the middle of the month and again around the end of the month, for any matter where professional costs (including the administration fee) incurred since the last invoice exceed $300;

b) At the end of a significant step in your matter, for example, filing key documents, a Court event, or a mediation;

c) At any other time, at our discretion; or

d) At any other time, at your request.

13.2 Invoices are payable within seven (7) days of receipt. If we have not received payment by then, we will contact you to discuss payment arrangements.

13.3 An invoice is treated as received on the day we hand it to you or send it by email, or two (2) days after posting if sent by mail. The due date is shown on each invoice.

13.4 If an invoice remains unpaid thirty (30) days after receipt, we may charge interest under section 321 of the LPA and regulation 82 of the Legal Profession Regulations 2007 (Qld), the Cash Rate Target plus 2%, from the date you received the bill.

Format of Invoice

13.5 Queensland law allows us to issue bills in "lump sum" or "itemised" format. We issue lump sum bills by default because it is administratively simpler for both of us. You have already received a detailed estimate of fees in the letter that accompanies this Agreement, and we work within that estimate as your matter progresses.

13.6 If you would like a line-by-line breakdown at any stage, you can ask us for an itemised bill at any time, free of charge, and we must provide it within twenty-eight (28) days. If the itemised total is lower than the lump sum, we will charge you the lower amount; if it is higher, we will charge you the higher amount.

Electronic Delivery of Our Invoices

13.7 By entering this Agreement, you agree that we can send your invoices electronically.

Suspension of Work and Solicitor's Lien

13.8 Our accounts need to be paid within trading terms. If they are not, and there is no specific arrangement in place, we may temporarily pause your work. Persistent non-payment may lead to us ending this Agreement.

13.9 If an invoice is not paid, this Agreement entitles us to exercise a solicitor's lien, explained in clause 17, meaning we can retain your documents and any trust funds until the account is paid. See also clauses 16 and 17

14. UPLIFT FEE (IF APPLICABLE)

14.1 This clause is the exception, not the norm. It only applies where, during our initial discussions, we specifically agreed with you to act under a conditional arrangement involving an uplift fee. Most matters are charged under clause 12 alone, with no uplift fee at all.

14.2 Because this is a conditional agreement involving an uplift fee, you have the right under the LPA to get independent legal advice before signing, and a cooling-off period of five (5) clear business days after we receive your signed agreement, during which you may cancel by written notice. If you cancel, you'll still need to pay for legal services already performed on your instructions, with your knowledge, before that point.

14.3 You must also make an agreed regular payment, weekly or fortnightly, as agreed with your solicitor, throughout your matter, in addition to the uplift fee payable on a successful outcome.

14.4 We will charge you as set out in clause 12 above. On a successful outcome, an uplift fee of 20% of our professional fees also applies.

14.5 A "successful outcome" means either:

a) An agreement or order giving you part of the proceeds of the former matrimonial home or other relationship property; or

b) An agreement or order giving you real estate.

14.6 An uplift fee reflects factors such as how difficult the dispute is, unreasonable resistance from the other party or their advisers, and the uncertainty or delay in being paid. Clause 20 explains what happens if this Agreement ends early.

15. ADVANCE PAYMENTS TO OUR TRUST ACCOUNT

15.1 We will not start substantive work until we have received an initial trust payment of $3,000 or $5,000, as advised by your solicitor at the outset of your matter.

15.2 While your matter is ongoing, you agree to add funds to our trust account when we ask.

It is our standard practice to hold funds in trust ahead of doing the work.

15.3 We will tell you how trust funds are used. You authorise us to draw on them for expenses, third-party payments and our professional fees as they become due.

16. AUTHORITY TO RECEIVE, REALISE AND DEDUCT

16.1 You irrevocably authorise us to:

a) Receive, on your behalf, any money arising from actions we take for you;

b) Deduct our costs and disbursements from any trust funds held for you, whether related to this matter or not, to pay invoices (including interim invoices) as they are issued;

c) Obtain information about your circumstances and entitlements from any past or current agents or solicitors, whether or not we continue to act for you, until everything owing to us is paid;

d) Sell any asset covered by the lien in clause 17; and

e) Lodge a caveat over any interest you hold in real estate, to better secure payment of what you owe us.

17. SECURING OUR COSTS

What is a lien?

A lien is a legal right that lets us hold on to something of yours until an unpaid bill is settled. In practice, if an invoice is not paid, it means we can keep your file and any money we are holding for you in trust until the account is paid.

17.1 If you do not pay an invoice, or we end this Agreement under clause 20, we are entitled to exercise this lien until everything owing to us under this Agreement is paid, retaining your documents and any trust funds. See clauses 13.9 and 20.

17.2 In addition to any lien we are otherwise entitled to at law:

a) You grant us a charge over all your property, present and future, to secure payment of anything owing;

b) We may retain, by way of lien, any of your funds, property or papers in our possession or control, from this matter or any other, until everything owing is paid;

c) This lien continues even if we stop acting for you; and

d) This lien also applies to assets won, secured or realised as a result of our work on your matter, including real estate.

17.3 If we need to recover an unpaid bill, we may also seek payment of the professional fees, administration fees and disbursements associated with that recovery action.

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

18.1 You irrevocably direct and authorise anyone who becomes liable to pay you money or transfer you assets from this matter to instead pay or hold them for our benefit, until everything you owe us under this Agreement is paid in full.

PART E: ENDING YOUR MATTER AND YOUR FILE

19. CONTINUATION OF THIS AGREEMENT

19.1 Even though interim invoices may be issued from time to time, this Agreement remains in force until it is ended in accordance with its own terms.

19.2 This Agreement binds the heirs, legal personal representatives and assigns of each party.

20. TERMINATION OF AGREEMENT

20.1 You may end this Agreement at any time.

20.2 If you do, you remain liable for legal costs up to that point.

20.3 If you do not pay in accordance with this Agreement, we may pause work, and may end the Agreement, including if:

a) You fail to pay our bills or add funds to trust as required;

b) You fail to give us adequate instructions within a reasonable time;

c) You give instructions that are knowingly false or misleading;

d) You decline to accept a settlement offer we consider reasonable;

e) You decline to accept advice we, or counsel, give you;

f) You engage another law practice to advise you on this matter without our agreement;

g) We reasonably believe we may have a conflict of interest;

h) You ask us to act unethically; or

i) For any other genuine reason.

20.4 If this Agreement ends, either by you or by us, you will need to pay our professional fees, other fees, expenses and disbursements up to the date of termination.

20.5 We will give you notice of our intention to end this Agreement, and the grounds for it.

20.6 On termination, we are entitled to retain your documents and trust money while any amount remains owing to us, unless security is provided instead.

21. ARCHIVING YOUR FILE

21.1 Once your matter is complete, we will return any papers you are entitled to, but will keep your file (other than anything held in safe custody) for up to seven (7) years, and you authorise us to destroy it seven (7) years after the date of our final bill for the matter.

21.2 If you ask us to retrieve your file from archive, a fee of $80.00 is payable before we do so.

22. COLLECTION / DESTRUCTION OF CLIENT DOCUMENTS

22.1 We are not responsible for holding or preserving documents beyond this Agreement, you are responsible for collecting anything you want to keep once your matter concludes.

22.2 You are solely responsible for meeting Australian Taxation Office record-keeping requirements for any payments in or out.

22.3 Despite clause 21.1, if we have asked you to collect your documents through our usual communication with you and you have not, we may destroy them any time after six (6) months from completion of the primary work under this Agreement.

PART F: IF YOU HAVE A CONCERN

23. CONCERNS ABOUT LEGAL COSTS AND HOW YOUR MATTER IS HANDLED

23.1 If you have a concern about your legal costs, or about how your matter is being handled, please raise it with your solicitor first.

23.2 If your solicitor cannot resolve it, contact Elizabeth Fairon, our Legal Practice Director, at mail@lifelaw.com.au.

23.3 You can also request an itemised bill at any time under clause 13.6, we will provide it within twenty-eight (28) days, at no charge.

23.4 If your complaint remains unresolved through this process, you may seek assistance from the Queensland Law Society (www.qls.com.au).

PART G: SIGNING THIS AGREEMENT

24. ACKNOWLEDGEMENTS

24.1 By signing the letter that accompanies this Agreement, you confirm that:

a) you've been advised that independent legal advice, about the legal and practical effect of this Agreement, and whether it's in your interests to enter it, is available from another solicitor, and that it's in your interests to obtain that advice before signing;

b) each invoice we send is a final account for the work it describes, a reference in a later invoice to amounts owing from an earlier one doesn't make that later invoice part of the earlier account, for the purposes of any applicable Court Rules; and

c) you've read and understood this Agreement, the Disclosure Notice, and the accompanying letter, before signing it.

Life Law Solutions Pty Ltd ABN 72 603 431 885 operating as Life Law Solutions
Liability limited by a scheme approved under Professional Standards Legislation