

## Disclosure Notice

Section 308 *Legal Profession Act 2007* (Qld)

// Scope of work //

// Date //

// Client name and address/Associated third party payer's name and address

### 1. Legal fees – your rights

#### 1.1. You have the right to:

- Negotiate a costs agreement with us;
- Receive a bill of costs from us;
- Request an itemised bill of costs after you receive a lump sum bill from us;
- Request written reports about the progress of your matter and the costs incurred in your matter;
- Apply for costs to be assessed within 2 months if you are unhappy with our costs (see para 1.4 below);
- Apply for the costs agreement to be set aside (see para 1.4 below);
- Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1.3 below);
- Notify us that you require an interstate costs law to apply to your matter (see para 1.3 below); and
- Be notified of any substantial change in the matters disclosed in this Notice.

1.2. This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled 'Legal Costs – your right to know'. You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at [www.qls.com.au](http://www.qls.com.au).

1.3. The law of Queensland will apply to the proposed costs agreement. You have the right enter into a costs agreement with us on the basis that a corresponding law of another state or territory is applicable such as where the legal services are or will be completely or primarily provided in, or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.

1.4. The following avenues are open to you under the terms of the *Legal Profession Act 2007* (Qld) in the event of a dispute in relation to legal costs:

- To apply for a costs assessment within 2 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay (except sophisticated clients as defined in the LPAQ)

**BOE WILLIAMS**  
Lawyers & Advocates

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Renée Williams | Associates Nick Bailey | Andrew O'Brien

Criminal Law | Administrative Law | Human Rights | Indigenous Law

- To apply to set aside the costs agreement within six years or other times as the law permits.

## 2. Fees – How Calculated

2.1. There are several bases upon which legal practices may charge for professional services rendered including itemised scale fees, statutory scales, task based fees, fixed fees and conditional fee arrangements which may include an uplift fee. This firm's professional fees charged will be:

- A fixed fee as arranged in writing for a particular stage; or
- An amount calculated by reference to the amount of time spent attending to your matter. Our hourly charge rates are:

### Lawyers

Renée Williams	\$325.00 per hour not exceeding \$3,000.00 per day [plus GST]
Nick Bailey	\$300.00 per hour not exceeding \$2,750.00 per day [plus GST]
Andrew O'Brien	\$275.00 per hour not exceeding \$2,500.00 per day [plus GST]

P 2 of 11

### Clerks

Lachlan Zangari	\$150.00 per hour [plus GST]
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The firm will charge its time on the basis of the applicable hourly rate of the professional staff member involved according to the number of whole hours, or portion of a whole hour on a pro rata basis, spent by the professional staff member of the firm performing the work. Unlike some firms, this firm does not utilise 6 minute intervals for time charging but rather charges the actual time taken to perform the work.

All attendances conducted by professional staff of the firm are charged. These attendances include, but are not limited to, court attendances, telephone attendances, personal attendances on the client and the client's witnesses, attendances at police stations and other locations on behalf of the client, perusals, research, drafting submissions and any other necessary attendances.

Where a solicitor of the firm is appearing as the advocate in a matter the full daily rates set out above will be charged for each day, or part thereof, spent in court. This may be subject to negotiation depending on the complexity of the matter.

In specific matters where lengthy court hearings (ie exceeding 2 weeks) are required, cancellation fees may apply if the matter does not proceed at the stated time for any reason. The firm will notify you upon the hearing being listed as to whether any cancellation fees could apply and the method of calculation of these fees.

2.2. Fees for other items are:

- Photocopying @ \$ 1.00 per page [plus GST]
- Secretarial services @ \$30.00 per hour [plus GST]
- Fuel costs for travelling to locations outside Brisbane CBD @ \$0.25 per km [plus GST]

(nb: secretarial services are only charged for transcription of documents over 5 pages in length including, but not limited to, documents such as police records of interview, field tape recordings and interviews conducted by the firm).

- 2.3. Expenses and disbursements are sums of money that this firm pays (or becomes liable to pay) to others on your behalf. These may include, for example:
- Other law practice fees (including barrister's fees);
  - Search fees;
  - Courier fees;
  - Court and other filing fees;
  - Expert witness or consultant's fees;
  - Medical reports;
  - Filing and lodgement fees;
  - Bank charges;
  - Government revenue charges;
  - Process servers and investigators;
  - Witness expenses and conduct monies;
  - External consultants;
  - Business class / standard travel, accommodation and meal (excluding alcohol) expenses; and
  - Transcript fees.

This firm will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

- 2.4. All rates, charges, expenses, etc 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 that we are liable to pay as a result of any supply we make to you.
- 2.5. Scales of fees fixed by legislation that are applicable to the amounts to be charged pursuant to this firm's Costs Agreement are:
- Magistrates Court scale
  - District Court scale
  - Supreme Court scale

### 3. Estimates of Fees and Costs

#### Option 1:

The following estimate is based on the information available to this firm to date. It is an estimate, not a quotation and subject to change.

Professional fees	\$GST inclusive \$
Services other than professional	\$GST inclusive \$
Expenses and disbursements	\$GST inclusive \$

### Option 2:

It is not reasonably practicable for the firm to give the client an estimate of the total legal costs at this stage.

Below is this firm's estimate of the range of total costs (excluding GST) provided for different stages. This is an estimate, not a quotation, and subject to change. There may be a number of stages in your matter, which will vary according to its complexity, but may broadly be divided into:

- Advice
- Submissions made in relation to criminal charges
- Bail application – Magistrates Court
- Bail application – Supreme Court
- Sentence in the Magistrates Court
- Summary hearing
- Committal hearing
- Sentence in the Supreme / District Court
- Trial
- Appeal
- Special leave application to the High Court
- High Court Appeal

These estimates are made on the information available at this time and the estimates will probably change when more information is available to this firm. The major factors which will affect the estimates are:

- Which solicitor from the firm performs the work
- Whether a barrister is briefed to appear for you
- Whether you contest the charges at any/every stage of proceedings
- The stage, if any, at which a plea is entered
- The attitude of the prosecution i.e. the extent of matters in dispute
- The size / complexity of the evidence or the legal framework
- The materials required to be assembled, examined and/or filed in advance of any hearing e.g. affidavit materials, expert witness reports
- The extent of matters you wish us to advise upon
- The extent to which you provide to us timely and relevant instructions

#### 4. **Billing, interest charges and contact person**

The firm operates on a "costs up front" policy. The firm will require security for costs by way of a deposit of monies into its trust account for each step of the proceedings in which the client is involved. Accordingly, the firm will require advance payments to be made from time to time as the matter proceeds. The firm will provide the client with an estimate of costs for each step in the proceedings, and the client will be given reasonable written notice of the requirement to make further advance payments in this regard. The client must adhere to the time limits stipulated for the making of such further payments.

Bills, or a notice of withdrawal of funds held in the firm's trust account on your behalf, will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST at the conclusion of designated stages.

If bills remain unpaid for 30 days of becoming due for payment, interest may be charged on the unpaid amount at a benchmark rate being the rate prescribed by regulations under the *Legal Profession Act 2007* which is the rate that is equal to the Cash Rate Target, as defined by the regulations to the *Legal Profession Act 2007*, plus two percentage points as at the date of the bill.

In the event that you do not pay this firm's account the proposed costs agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid.

You may contact **name of person and contact details** regarding any issues arising in relation to your legal costs.

#### 5. **Substantial changes to disclosure**

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

P 5 of 11

#### 6. **Engagement of another law practice (e.g. barrister)**

In the event that this legal practice engages on your behalf another law practice to provide specialist advice (e.g. a barrister) or services you will be advised. If the advocate provides this firm 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.

#### 7. **Ending arrangements**

You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the costs agreement, this firm may suspend work and may cease acting for you.

#### 8. **Costs in court proceedings**

Costs are not normally payable in criminal matters. There are certain exceptions to this general rule (for example, appeals under section 222 *Justices Act 1886*) (Queensland) and summary trials). The firm will advise the client in writing in relation to any costs implications where relevant.

In the event that a court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed costs agreement.

In the event that a court orders another party to pay costs, as a general rule, these will not be the whole of the legal costs that you are liable to pay us.

**Acknowledgement**

I/we, **name of client/associated third party** acknowledge that I/we have read and understood the contents of this Disclosure Notice.

.....  
Signature

Date:

## COSTS AGREEMENT

**Between: Boe Williams Lawyers (the firm)**

**And: (the client)**

**And: (funder)**

### 1. Disclosure prior to legal services

Before providing legal services and entry into any costs agreement, this firm is required to provide you with disclosure of information under the *Legal Profession Act 2007* (Qld).

P 7 of 11

A disclosure notice was provided to you with this document and by signing this document or otherwise accepting the offer:

- 1.1. you acknowledge you have received the disclosure notice; and
- 1.2. that you acknowledge that you have read the disclosure notice.

### 2. Acceptance of Offer

This document is an offer to enter into a costs agreement with you. If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any one of the following ways:

- 2.1. signing and returning a copy of this document; or
- 2.2. giving us instructions after receiving this document; or
- 2.3. contacting this firm and advising of your acceptance.

This firm 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 the matter.

You must:

- 2.4. provide this firm with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
- 2.5. act reasonably and take reasonable care to protect your own interests in respect to the matters the subject of this document;
- 2.6. satisfy yourself as to the commercial viability of transactions (if any); and
- 2.7. 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.

Pursuant to the information and instructions provided by the client, the firm will perform the following work:

- 2.8. Take instructions from the client and advise the client in relation to the criminal prosecution being brought against the client; and
- 2.9. Investigate, prepare for and represent the client in any Court proceeding pertaining to the criminal prosecution being brought against the client.

It is impossible at the outset of most matters to know what course the matter will ultimately take. The firm will confirm the client's instructions in writing at each stage of the work. This written advice will constitute an amendment to this agreement.

Failure to accept this firm's offer within seven days of the date of the Disclosure Notice accompanying this document may result in the immediate withdrawal of this firm's offer to act.

The law of Queensland will apply to the proposed costs agreement.

### 3. **Charges for Professional Fees, Other Items, disbursements and outlays**

All fees and charges are calculated in accordance with paragraph 2 of the disclosure notice dated **insert date**.

### 4. **Applicable Federal Legislation**

The client acknowledges that by reason of the enactment of the ***Financial Transactions Act 1988*** (Cth) an obligation is placed on the firm to report certain cash transactions, namely cash transactions involving the transfer in Australia of currency (i.e, coin and paper money of Australia or of a foreign country) of the equivalent of AUD \$10,000.00 or more. The AUSTRAC guidelines can be viewed on the firm's website [www.boewilliams.com.au](http://www.boewilliams.com.au).

### 5. **Billing and interest charges**

Our billing arrangements and interest charges are set out in paragraph 4 of the disclosure notice dated **insert date**.

For the purpose of this agreement you will be deemed to have received our bill or notice of withdrawal if it is:

- 5.1. given to you/your agent personally or faxed/emailed to you/your agent – on the day it is given to you;
- 5.2. sent to you at the address above or to your agent by post then – within two days of posting.

### 6. **Engagement of another law practice (e.g. barrister)**

See paragraph 6 of the disclosure notice dated **insert date**.

## 7. Termination of agreement

You may terminate this agreement at any time.

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

If you do not pay monies in accordance with the costs agreement, this firm may suspend work and may cease acting for you.

This firm will not continue to do the work and may terminate the agreement:

- 7.1. if you fail to pay our bills or deposit monies to our trust account as required from time to time;
- 7.2. if you fail to provide us with adequate instructions within a reasonable time;
- 7.3. if you give instructions that are deliberately false or intentionally misleading;
- 7.4. if you fail to accept an offer of settlement which we think is reasonable;
- 7.5. if you fail to accept advice we (or counsel) give you;
- 7.6. if you engage another law practice to advise you on this matter without our consent;
- 7.7. if we, on reasonable grounds, believe that we may have a conflict of interest;
- 7.8. if you ask us to act unethically; or
- 7.9. for other just cause.

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

This firm will give you notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

On termination, this firm is 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.

## 8. Retention of your documents

We will, on completion of the work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than one year in hard copy and seven years in electronic copy, on the undertaking that we have your authority to destroy the file seven years after the date of the final bill rendered by us in this matter.

## 9. Privacy Protection

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, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

#### 10. **Deposit in advance**

The firm operates on a “costs up front” policy. The firm will require security for costs by way of a deposit of monies into its trust account for each step of the proceedings in which the client is involved. Accordingly, the firm will require advance payments to be made from time to time as the matter proceeds. You hereby authorise this firm to draw on the money for expenses, third party payments and professional fees as they become due.

#### 11. **Qualified Advice**

From time to time the advice given by the firm to the client will be based on information supplied by the client and or others and assumptions and/or qualifications arrived at there from, and those assumptions and/or qualifications will be set out in the advice.

The firm will not be liable for any part of the firm’s advice that is conditional upon any of those assumptions, circumstances and instructions where further information or events make any part of the firm’s advice incorrect.

#### 12. **Independent Advice**

You can seek independent legal advice in relation to this agreement.

.....  
Signed by or for and on behalf of the client Date:

.....  
Signed on behalf of Boe Williams Lawyers Date:

.....  
Signed by or for and on behalf of the Associate Date:

(Where the person signing on behalf of the client or Associate is other than the named client, (s)he warrants they hold authority to sign on behalf of the client or Associate)

TRUST ACCOUNT AUTHORITY

**TO:** Boe Williams Lawyers

**CLIENT:**

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Queensland:

1. Declare that any monies placed in your trust account by me or on my behalf are not derived from the proceeds of any criminal activity.
2. Authorise and direct you to operate monies held in your Trust Account on my behalf:
  - 2.1. Reimburse you in respect of any professional fees rendered by you to me;
  - 2.2. Reimburse you in respect of any outlays and disbursements incurred by you on my behalf;
  - 2.3. Pay to you the Goods & Services Tax liable to be paid on your account (which includes outlays);
  - 2.4. Transfer such trust funds between any of my files as required by you from time to time; and
  - 2.5. Invest such trust funds in accordance with my instructions.
3. Acknowledge that the failure to provide my Tax File Number to you will result in taxation being imposed upon interest accruing on any funds invested.
4. Consent to my files being costed by an independent Legal Costs Assessor if required by me or you at my expense.
5. Consent to you sending interim accounts for my payment.
6. Consent to you either destroying or forwarding my complete file to me at the conclusion of the matter.<sup>1</sup>

DATED at Brisbane this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Signed .....

**Please note:-**

**Our accounts are delivered conditionally and subject to our reserving the right to withdraw same prior to unconditional payment of the total and deliver a substituted bill of costs in taxable form.**

<sup>1</sup> In the absence of your written instructions to the contrary our usual practice is to destroy hard copy files after the expiration of 1 year from the date of completion of the matter and retain an electronic copy for 7 years. Under section 6(4) of the *Trust Accounts Act* we are required to retain your trust account records for a period of 7 years. In accordance with this Act your trust account records will be kept for 7 years upon completion of your file.