

Standard Terms of Engagement

1. Introduction

- 1.1 These Standard Terms of Engagement will apply to all matters in which you instruct us.
- 1.2 In instructing us or continuing to instruct us in a matter after you have received a copy of these Standard Terms of Engagement, you are accepting these Standard Terms of Engagement and agreeing to be bound by them in relation to our engagement by you.

2. Communication

- 2.1 You must provide us with complete, clear, accurate, meaningful and timely instructions, and all information and documents requested by us or necessary for us to carry out the work you have engaged us to carry out on a matter. Unless you instruct us otherwise, we are entitled to rely, without verification, on such instructions, information and documents.

- 2.2 You must immediately notify us if:

- (a) you discover that you have provided us with instructions, information or documents that are incomplete, unclear, inaccurate or misleading;
- (b) there is a material change in facts, assumptions or circumstances relevant to a matter;
- (c) your contact details change;
- (d) you do not have the financial capacity to pay our Legal Costs when they fall due; or
- (e) a resolution (including a resolution of your board of directors or trustees) required for our engagement or continued engagement is not passed or authorised or if there is any lack of authority on the part of any person who provides us with instructions on your behalf at any time.

- 2.3 If we become aware that you have failed to comply with clause 2.2 we may, without limiting any other rights we may have, immediately suspend all or part of our work and/or terminate our engagement in any or all of your matters.

- 2.4 We may communicate with you and others by electronic means. You acknowledge that there are risks associated with electronic communications, such as unauthorised copying, recording, reading or interception of, interference with, viruses or other defects in, or delay in or non-delivery of, such communications. You release us from any claim you may have as a result of loss or damage relating to our communication by electronic means.

3. Scope of work

- 3.1 We will represent and advise you only on legal matters falling within the scope of your instructions.
- 3.2 We will set out our understanding of the initial scope of work for a matter in an Engagement Letter. You must notify us immediately if our understanding is incorrect as this may affect the basis on which we calculate our Legal Costs for the matter and our estimates of Legal Costs.
- 3.3 If we advise you that any work we carry out for you on a matter is based on certain facts or assumptions, you must verify those facts or assumptions and notify us immediately if the facts or assumptions are incorrect. In the absence of you providing such notification, you agree that we are entitled to rely on those facts and assumptions.
- 3.4 Unless otherwise agreed in writing, our scope of work does not include:
- (a) advising on or taking into account the laws of any jurisdictions outside Australia; or
 - (b) advising on or taking into account any taxation issues (including the tax treatment of any transaction, settlement amounts and amounts awarded to you by any court or tribunal).
- 3.5 Our scope of work does not include advising on the commercial viability of, or financial matters relevant to, any

transaction, court proceedings or matter, or the bona fides of any party to a transaction, court proceedings or matter. Nothing that we do or say should be construed as an invitation or inducement to engage in investment activity.

- 3.6 Unless otherwise agreed in writing or required by law, our duties are owed solely to you and not to any other person (including your directors, employees, trustees and shareholders). This is the case even if we agree that another person may pay our Legal Costs.

- 3.7 The work we carry out for you on a matter is solely for your use in connection with that specific matter and we will have no responsibility in relation to any other use of our work.

- 3.8 After we have completed work on a matter we will only notify you of future deadlines and obligations relevant to the matter and of any changes in the law that are relevant to the matter if you specifically engage us to do so.

4. Basis on which our legal costs will be calculated

- 4.1 The legal costs that we charge you for a matter, and which you will be liable to pay in accordance with our Costs Agreement, will be made up of:

- (a) our professional fees;
- (b) internal expenses (expenses for non-professional services we use or supply on your behalf in connection with the matter);
- (c) disbursements (charges or expenses of third party service providers that we incur in connection with the matter); and
- (d) any applicable GST (together "Legal Costs").

- 4.2 Unless otherwise agreed with you or required by law, our professional fees will be charged at hourly rates according to the time spent by our partners, employees and consultants working on the matter. This includes time spent drafting and reviewing documents, correspondence and advices, attending meetings, preparing reports on the progress of the matter, travelling, telephone calls, court appearances, research and any other attendance that you require or that we consider is necessary in order for us to properly carry out the work you have engaged us to carry out. We will also charge you at our hourly rates for time we spend preparing any audit representation letters requested by you or your auditors.

- 4.3 Hourly rates for our partners, employees, agents and consultants vary according to their level of experience and expertise and the service line in which they work. Hourly rates may also vary depending on the nature and complexity of the work involved in a matter and the urgency of the work. Details of our current hourly rates for a matter will generally be set out in an Engagement Letter.

- 4.4 Our hourly rates will be proportionately charged in six minute intervals for work involving periods of less or more than an hour. For example, for an attendance of up to six minutes we will charge for six minutes and for an attendance of more than six minutes and up to 12 minutes we will charge for 12 minutes.

- 4.5 If we agree to charge you a fixed fee for certain work, the fixed fee will only apply to that work and any additional work that we carry out will be charged at our hourly rates unless otherwise agreed. Unless we expressly agree otherwise, any fixed fee we offer does not include internal expenses and disbursements, which will be charged in addition to the fixed fee.

- 4.6 We will pass disbursements onto you at cost or send you bills from third party service providers for you to arrange direct payment, in which case you must make payment by the due date for payment.

- 4.7 We will charge you for internal expenses at rates agreed with you. Details of our rates will generally be included in our Engagement Letter.

- 4.8 Despite any other provision of a Costs Agreement, if any provision of any legislation applies or will apply so as to limit the Legal Costs we are entitled to charge you for any or all of the work you have engaged us to carry out on a matter, then the total Legal Costs you will be required to pay us in that matter will be limited to the amount of the Legal Costs recoverable from you in accordance with that legislation.
- 5. Changes to our hourly rates**
- 5.1 We review our hourly rates for matters periodically and, after notifying you, we may increase our hourly rates following that review. In addition, we will increase the hourly rates of our team members if their position or seniority changes. We may also increase our hourly rates for complex or urgent work.
- 5.2 We will notify you of any proposed changes to our hourly rates and the date on which these changes will be effective. If we do not otherwise notify you of a change to our hourly rates, our first bill issued to you following a change to our hourly rates, provided that the bill specifies our new hourly rates, will constitute notice to you of the change.
- 5.3 If you continue to instruct us after we have notified you of a change to our hourly rates, you will be taken to accept that change and our Costs Agreement with you for the matter will be varied accordingly.
- 6. Counsel, experts and other third party service providers**
- 6.1 If you instruct us to engage counsel, experts or other third party service providers in connection with a matter:
- you authorise us to do so on your behalf and at your expense; and
 - we may require that you engage the third party directly.
- 6.2 We will not be responsible for, and you release us from, any claim in relation to any advice given by, services provided by or default of any third parties we engage on your behalf or in connection with a matter, except to the extent caused by any error in the instructions we have provided to the third party.
- 7. Costs estimates**
- 7.1 Any costs estimates we provide to you are a guide only. They are not fixed quotations and are subject to change as the matter progresses. We will notify you if our costs estimate changes.
- 7.2 Unless we otherwise inform you, our costs estimates for a matter will be based on our hourly rates for the matter as apply at the date of the costs estimates. Changes to our hourly rates may affect our costs estimates and we may need to revise our estimates and will notify you accordingly.
- 7.3 Some of the variables that may impact on any estimates we provide to you in a matter include the following:
- the number and duration of meetings, telephone calls and other communications;
 - changes in your instructions and the impact of these changes on the work you have engaged us to carry out;
 - the level of co-operation of any other parties involved in the matter;
 - changes in the law;
 - the timeframe for completion of the matter;
 - the complexity or uncertainty of the legal issues affecting the matter; and
 - in litigious matters, the court or tribunal in which the matter is litigated, the number of parties, the position taken and strategies adopted by the other parties to the litigation, whether the pleadings or contentions are amended, whether and at what stage a settlement can be negotiated, the pre-hearing steps that are required to be carried out,
- whether there is any dispute in relation to the pre-hearing steps, the number of directions hearings required, whether any judgment or order in the litigation is appealed, the extent of evidence required from witnesses, whether the witnesses are cooperative, whether it is necessary to engage counsel, the duration of the hearing and the extent of witness evidence required to be given at the hearing.
- 8. Costs in court proceedings**
- 8.1 Courts have a discretion in awarding costs in court proceedings.
- 8.2 If court proceedings are taken on your behalf:
- the court may order that you pay some or all of another party's costs; and
 - the court may order another party to pay your costs of the proceedings, and as a general rule, this will not cover the whole of the Legal Costs that you have paid or which are payable to us under our Costs Agreement with you for the matter.
- 8.3 If a costs order is made in your favour and the party liable defaults in payment of the costs, further action may be required (resulting in further Legal Costs being incurred) in order to enforce the order. In some circumstances enforcement may not be possible, for example if the other party is insolvent.
- 8.4 Irrespective of the costs orders made by the court and your ability to recover costs from the party liable in accordance with a costs order, you will remain liable for payment of our Legal Costs in accordance with our Costs Agreement.
- 9. Advance payments and trust monies**
- 9.1 In this clause, references to our trust account are to:
- for matters to which the NSW Act, QLD Act, VIC Act or WA Act apply, the general trust account we operate in New South Wales, which is subject to the supervision of the Law Society of New South Wales and is maintained in accordance with the NSW Act and the *Legal Profession Uniform General Rules 2015* (NSW), effective at the time of any deposit;
 - for matters to which the ACT Act applies, the general trust account we operate in the Australian Capital Territory, which is subject to the supervision of the Law Society of the Australian Capital Territory and is maintained in accordance with the ACT Act and the *Legal Profession Regulation 2007* (ACT), effective at the time of any deposit; and
 - for matters to which the SA Act applies, the general trust account we operate in South Australia, which is subject to the supervision of the Law Society of South Australia and is maintained in accordance with the SA Act and the *Legal Practitioners Regulations 2009* (SA), effective at the time of any deposit.
- 9.2 We may from time to time ask that you pay monies into our trust account on account of our anticipated future Legal Costs for a matter. You must pay the monies requested within such time as we may reasonably require. If you fail to comply with this clause we may, without limiting any other rights we may have, immediately suspend all or part of our work and/or terminate our engagement in any or all of your matters.
- 9.3 You authorise us to receive directly into our trust account any judgment or settlement amounts, or monies received from any source in connection with a matter in which you have engaged us.
- 9.4 You agree that we will not be liable for any loss of monies held in our trust account resulting from any default of the bank with which our trust account is held.
- 9.5 In addition to any other rights we have in relation to trust monies, you authorise us to draw on monies held in our

trust account on your behalf to pay our billed Legal Costs, at any time after we have issued to you:

- (a) a request for payment of the Legal Costs referring to the proposed withdrawal; or
- (b) for trust monies that were received in the Australian Capital Territory or South Australia, a written notice of withdrawal.

- 9.6 At the completion of a matter, we will refund to you any monies held in our trust account that exceed our outstanding Legal Costs for the matter and any other directly related matters in which you have engaged us.
- 9.7 To the extent permitted by law, we will exercise a lien on any trust monies held in our trust account for the total amount of Legal Costs payable by you to us at any time for all of your matters.

10. Billing and interest

- 10.1 We will generally issue bills for our Legal Costs to you monthly but we may, at our discretion, issue bills on a more frequent basis. We will also issue a bill following completion of a matter.
- 10.2 You agree to us sending our bills to you electronically at your usual email address or mobile number as specified by you.
- 10.3 Our bills will provide a breakdown of our Legal Costs for the periods covered by the bills. We may issue separate bills for disbursements. In some cases, some of our Legal Costs may be recorded in our system after we have generated a bill for the period in which those Legal Costs were incurred. In that case, we may issue a separate bill for those Legal Costs or include them in our next periodic bill.
- 10.4 Unless otherwise agreed in writing, you must pay our Legal Costs within 14 days of the date on which you receive a bill for the Legal Costs and any queries you have about a bill must be raised in this period.
- 10.5 Without limiting any other rights we may have, if you do not pay any of our Legal Costs by the due date for payment:
- (a) we may immediately suspend all or part of our work and/or terminate our engagement in any or all of your matters;
 - (b) we may charge you interest from the due date for payment on such of our Legal Costs as remain outstanding from time to time at the maximum rate of interest permitted by the Act that applies to the matter or if no maximum is specified in the applicable Act, at the rate that is equal to the Cash Rate Target (being the percentage or maximum percentage specified by Reserve Bank of Australia as the Cash Rate Target) as at the date we issued the bill for the Legal Costs to you, increased by 2 percentage points; and
 - (c) 30 days after we have given you a bill, we may take action for recovery of our Legal Costs.
- 10.6 If we agree with you that a third party may pay our Legal Costs, you will remain liable for our Legal Costs until they are paid by the third party.
- 10.7 Where we act for two or more clients together in relation to a matter, those clients will be jointly and severally liable for payment of our Legal Costs in relation to that matter.
- 10.8 Where a client comprises two or more persons (whether a joint venture, consortium, partnership or any other unincorporated grouping), those persons will be jointly and severally liable for payment of our Legal Costs in relation to the matter.
- ## 11. GST
- 11.1 Words and phrases used in a Costs Agreement that are defined in the GST Law have the meaning given in the GST Law.
- 11.2 Unless otherwise stated, fees, charges, expenses and disbursements are GST exclusive. We will treat you as the recipient of our services and we will determine the GST

payable on the services having regard to your legal status and the nature of the services and, where required to do so, will add an amount to our bills for GST.

- 11.3 You agree that where the amount payable by you is exclusive of GST, you will pay us an additional amount on account of any GST we are liable to pay as a result of the services we supply to you.
- 11.4 For the purposes of GST you acquire the services of third party service providers we engage on your behalf and you may be entitled to an input tax credit for any GST included in the amounts charged by that service provider, so long as you satisfy the requirements of the GST Law. We will supply you with the details of the amounts invoiced to us by the third party service provider and we will retain the original tax invoice on your behalf. The third party service provider may or may not charge GST on the services supplied, depending on your legal status and the nature of the services they are providing to you. Where a third party service provider includes an amount of GST and we pay that amount on your behalf, you must pay us the whole amount, including any GST. This will be set out clearly on the bill we provide to you.
- ## 12. Conflicts of interest
- 12.1 We have internal policies and procedures to minimise the risk of conflicts of interest arising and for dealing with conflicts of interest if they do arise. Further details can be provided on request.
- 12.2 To assist us in checking for conflicts, prior to us commencing work on a matter and during the course of the matter (immediately on becoming aware of any new information covered by this clause), you must:
- (a) notify us of all names you use and of the names of any associated or related entities to you;
 - (b) notify us of the names of any other persons that are or may become involved in the matter, including those that have interests adverse to your own; and
 - (c) provide us with any other information that we reasonably require.
- 12.3 You agree that we may accept instructions from other clients or prospective clients:
- (a) operating in the same or competing markets as you and whose commercial interests may conflict with your own; and
 - (b) whose interests are adverse to your own (including where that client or prospective client is opposed to you in litigation, except where we are acting for you in that litigation),
- provided that this does not involve us using your confidential information without your consent.
- 12.4 If you instruct us on a matter where you are or may become one of a number of competitive bidders, or the financier for one of these bidders (whether for an asset, a tender process, a contract or other right), you agree that we may accept instructions to act for any of the other competitive bidders or their financier, provided that this does not involve us using your confidential information without your consent.
- 12.5 If we hold confidential information relevant to another client or prospective client as a result of acting for you on a matter, you agree that we may act for the other client or prospective client, provided that we have taken appropriate steps to prevent disclosure of your confidential information.
- ## 13. Confidentiality
- 13.1 We will at all times seek to maintain the confidentiality of your information.

- 13.2 You agree that we may disclose your confidential information if required to do so by law or if you authorise us to disclose the information. You also agree that, unless you instruct us otherwise, we may, on a confidential basis, provide your confidential information to:
- (a) third parties, where we consider it appropriate for the conduct of a matter;
 - (b) your other professional advisors; and
 - (c) our professional advisors and auditors.
- 13.3 You must, unless we otherwise agree in writing, at all times maintain the confidentiality of any information that we provide to you during the course of a matter. You acknowledge that our Costs Agreement and any advice we provide to you are confidential.
- 13.4 Unless otherwise advised by you in writing, you agree that we may publicly disclose that we have or are acting for you in a matter, including in tenders and other marketing material and may include in such material a summary of the matter.
- 13.5 You agree that we are not obliged to disclose to you any confidential information that we have received from a third party, including a client, irrespective of whether that information is relevant to your matters.
- 14. Intellectual property**
- 14.1 Unless otherwise agreed in writing, we own all intellectual property rights in all:
- (a) works;
 - (b) subject matter other than works;
 - (c) inventions;
 - (d) innovations; and
 - (e) designs,
- including all documents, information, records, software and any other material ("Materials") developed, created, invented, produced, made or prepared by us in connection with your matters or our engagement.
- 14.2 We are entitled to make and retain copies of all documents and things you provide to us.
- 14.3 We may use any of the Materials, created either by us or by any person we instruct on your behalf, for any purpose provided we do not breach our duty of confidentiality to you. We may hold these Materials in hard copy, in electronic format and in our know-how database.
- 14.4 You may use or re-use Materials we prepare for you in the course of your matters, but only for the purpose for which they were brought into existence.
- 15. Privacy**
- 15.1 Your personal information, whether provided by you or by any other person, is protected under the *Privacy Act 1988* (Cth).
- 15.2 You authorise us to collect and use your personal information provided to us in order to carry out work on your matters. You also consent to us disclosing such personal information where necessary to others in furtherance of or in connection with your matters (for example, within the firm, to the court, to the other party or parties to litigation and to experts, valuers and barristers).
- 15.3 You acknowledge that the use or disclosure of your personal information may be required or authorised under law.
- 15.4 You agree that we may use or disclose your personal information to market our legal services to you and to provide you with publications and marketing information that we consider are relevant to you. You will let us know if you do not wish to receive this information.
- 15.5 You agree to comply with all legislative requirements regarding privacy, including in relation to: the collection, use and disclosure of:
- (a) personal information we provide to you; and
 - (b) personal information provided by you to us, including personal information about any individual in relation to your matters.
- 15.6 A copy of our privacy policy, which provides further information about our privacy obligations and how you may gain access to your personal information, is available from our Company Secretary upon request, or can be accessed on our website at <http://www.sparke.com.au/privacy/>.
- 16. Documents**
- 16.1 If you request us to do so, on completion of a matter and payment of all Legal Costs owing to us from you, we will return to you any original documents that you provided to us during the course of the matter. We will be entitled to retain a copy of any original documents we return to you.
- 16.2 You authorise us to destroy, without further notice to you, the files (including electronic and paper documents) we hold in relation to a matter, except for those that we have agreed to hold in safe custody for you, seven years after the date of our final bill in the matter.
- 16.3 If at any time (including after completion of a matter), you request us to provide or we are required by law to provide information, documents or evidence relating to a matter, you will be required to pay our Legal Costs in connection with this, which will be calculated in accordance with our Costs Agreement with you. Our Legal Costs that you will be required to pay include our professional fees calculated at our hourly rates and any expenses and disbursements incurred in retrieving the documents from storage and photocopying them.
- 17. Lien**
- 17.1 Without limiting any lien to which we are entitled at law over monies, documents and property of yours in our possession:
- (a) we may retain by way of lien any monies (sufficient to pay our Legal Costs, interest and other amounts due to us by you), documents and property of yours, which are from time to time in our possession or control, until all Legal Costs, interest and other monies due to us by you have been paid; and
 - (b) our lien will continue despite us ceasing to act for you.
- 18. Liability**
- 18.1 To the extent permitted by law, you agree that:
- (a) we are not liable to you, and you release us from any liability, in respect of any Excluded Loss arising from or in connection with any matter, whether under contract, in tort (including negligence), in equity, under statute or otherwise; and
 - (b) any liability we may have to you in respect of all Claims is limited to \$20,000,000 in the aggregate, and in respect of such Claims you release us from any liability in excess of that amount.
- 18.2 Clause 18.1 of these Standard Terms of Engagement does not apply in respect of any liability we have to you for our failure to comply with a guarantee under the Australian Consumer Law. To the extent that any work we carry out is not of a kind ordinarily acquired for personal, domestic or household use or consumption, any liability we have to you for our failure to comply with any guarantee under the Australian Consumer Law is limited to either of the following, at our election:
- (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
- 18.3 You indemnify us against any cost, expense, loss, damage or other liability suffered or incurred by any Related Body Corporate of you to the extent it arises from our engagement in a matter, whether under contract, in tort (including negligence), in equity, under statute or otherwise.

- 18.4 Nothing in any Costs Agreement affects our immunity from suit for any advocacy work we carry out on your behalf.
- 19. Suspension**
- 19.1 Without limiting any other rights we may have, we may immediately suspend carrying out all or part of the work on a matter and continue that suspension for such period of time as we consider reasonable in the circumstances, if:
- you are in breach of the Costs Agreement for the matter;
 - we identify an actual or potential legal or commercial conflict of interest that in our opinion requires us to suspend work on the matter pending resolution of the conflict; or
 - any just cause.
- 19.2 You agree you will not make any claim or complaint against us in connection with a suspension in accordance with clause 19 and any related loss or damage.
- 19.3 We will give you notice of any intention to suspend and the grounds on which the notice is based. You will continue to be liable for any Legal Costs incurred during any period of suspension.
- 20. Termination**
- 20.1 You may terminate our engagement in a matter at any time by giving us written notice, in which case we will cease acting for you.
- 20.2 Without limiting any other rights that we may have, we may terminate our engagement in a matter, if:
- we identify an actual or potential legal or commercial conflict of interest and we determine that resolution of the conflict requires us to cease acting for you or another client;
 - you provide us with instructions that in our opinion require us to act in an unlawful, unethical or unprofessional manner, including by pursuing a point that we consider is unarguable;
 - you indicate to us or we form the view that you have lost confidence in our ability to carry out the work or that the relationship of mutual trust and confidence between us has broken down;
 - you fail to accept a reasonable offer to settle the matter;
 - you fail to accept advice we or counsel give you or you act in a manner that is inconsistent with such advice;
 - you engage another law practice in connection with the matter without our consent;
 - you do not agree to any reasonable change to our hourly rates;
 - you do not agree to an estimate of Legal Costs that we provide in the matter or to a fixed fee that we propose to charge you;
 - you lose legal capacity;
 - there is any reason outside our control that in our opinion has the effect of compromising our ability to carry out work required on the matter within the required timeframe; or
 - there is any other just cause.
- 20.3 We will provide notice to you of any decision we make to terminate our engagement and the grounds on which the notice is based.
- 20.4 If our engagement in a matter is terminated, regardless of which party terminates our engagement:
- we will cease acting for you in the matter and you will not make any claim or complaint against us in relation to our ceasing to act and any related loss or damage;
 - you must pay our Legal Costs incurred up to the date of termination (and such amounts will be immediately due and payable) and any further Legal Costs incurred after termination (including counsel and court cancellation fees and our professional fees relating to any handover of your file) in accordance with our Costs Agreement;
- where a fixed fee applies, you must pay the part of our fixed fee that we reasonably estimate has been incurred in respect of the work we have carried out for you up to the date of termination, plus any internal expenses and disbursements incurred in connection with the matter that are not covered by the fixed fee and applicable GST;
 - our entitlement to any lien will not be affected;
 - if the matter is litigated, we may remove ourselves from the court record; and
 - we may inform others involved in the matter, including courts and other parties, that we no longer act for you in the matter.
- 20.5 If you fail to instruct us in a timely or meaningful manner or to provide instructions requested by us, you agree that we may assume that you no longer wish us to act for you and we will be free to terminate our engagement and act for other parties in relation to the matter in which you instructed us (provided that we do not hold confidential information belonging to you that is relevant to the matter).
- 21. Governing law**
- 21.1 Unless otherwise stated in our Engagement Letter, the laws of New South Wales, including the NSW Act, will apply to and govern the Costs Agreement and our Legal Costs in your matters.
- 22. Amendment to a Costs Agreement**
- 22.1 We may from time to time amend our Costs Agreement for a matter, including these Standard Terms of Engagement. We will notify you of any proposed amendments and the date on which we propose that the amendments be effective.
- 22.2 If you continue to instruct us after we have notified you of amendments to a Costs Agreement, you will be taken to accept the amendments and the Costs Agreement will be amended accordingly on and from the date we proposed that the amendments be effective.
- 23. Your rights**
- 23.1 This clause 23 does not apply to matters to which the SA Act apply.
- 23.2 You have the right to:
- negotiate a costs agreement with us;
 - receive a bill of costs from us;
 - if the QLD Act or WA Act applies to your matter, request an itemised bill after you receive a lump sum bill from us;
 - if the NSW Act or VIC Act applies to your matter, request an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
 - if the ACT Act applies to your matter, request an itemised bill within 90 days after you receive a lump sum bill for more than \$1,500 (exclusive of GST);
 - request written reports about the progress of your matter and the costs incurred in the matter;
 - accept or reject any offer we make for an interstate costs law to apply to your matter;
 - notify us in writing that you require an interstate costs law to apply to your matter; and
 - be notified of any substantial change to any matter affecting costs as soon as is reasonably practicable after we become aware of that change.
- 23.3 If the ACT Act applies to your matter, you are not entitled to request an itemised bill if the lump sum bill is for an amount equal to or less than \$1,500 (exclusive of GST).

- 23.4 In the event of a dispute in relation to our Legal Costs:
- (a) in the first instance we encourage you to discuss your concerns with the supervising partner or senior practitioner for the matter so that any issue can be identified and we have the opportunity to seek to resolve the matter promptly and without it adversely impacting on our business relationship with you;
 - (b) you have the right to apply for costs to be assessed (within 12 months after the bill was given or the request for payment made, or if neither a bill was given nor a request made, within 12 months after the costs were paid);
 - (c) you have the right to apply for a costs agreement to be set aside;
 - (d) if the NSW Act or VIC Act applies to your matter, you may have the right to make a complaint to the Legal Services Commissioner within 60 days after the Legal Costs become payable, or if an itemised bill was requested in respect of those costs, within 30 days after the request was complied with and the total bill for Legal Costs is less than \$100,000 or greater than that if the amount in dispute is less than \$10,000; and
 - (e) if the WA Act applies to your matter, you have the right to make a complaint to the Legal Profession Complaints Committee of the Legal Practice Board (within six years of the conduct complained of).
- 23.5 For more information about your rights, please read the fact sheet titled "Legal costs – Your right to know". You can ask us for a copy or obtain it from your local law society or law institute (or download it from their website).
- 24. Definitions and interpretation**
- 24.1 In these Standard Terms of Engagement the following definitions apply:
- (a) **Act** means the ACT Act, NSW Act, QLD Act, SA Act, VIC Act or WA Act;
 - (b) **ACT Act** means the *Legal Profession Act 2006* (ACT);
 - (c) **Claim** includes all claims, actions, suits, causes of action, debts, costs, demands and complaints of any kind whatsoever that arise from any one or more of the following:
 - (i) the same act or omission;
 - (ii) one or more related acts or omissions;
 - (iii) one or more acts or omissions in a number of related matters or transactions; and
 - (iv) one matter or transaction.
 - (d) **Costs Agreement** means an agreement we have with you in relation to our Legal Costs for a matter and includes these Standard Terms of Engagement and any other documents, such as an Engagement Letter, that we agree with you will constitute our costs agreement with you for the matter;
 - (e) **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (f) **Engagement Letter** means a written communication from us to you regarding our engagement in a matter or matters, to which these Standard Terms of Engagement may be attached;
 - (g) **Excluded Loss** means:
 - (i) loss of revenue, loss of custom, loss of goodwill, loss of overhead recovery, loss of business opportunity, loss of use of property, loss of production, or opportunity cost;
 - (ii) payment by you of liquidated sums or payment by you of damages (whether under any other agreement or otherwise);
 - (iii) loss arising in connection with war, terrorism, mould, fungi, spores or mycotoxins of any kind;
 - (iv) loss arising in connection with any matter that is the subject of a common exclusion from professional indemnity insurance cover; or
 - (v) indirect loss, consequential loss, special damages, or punitive damages.
- 24.2 To the extent of any conflict between these Standard Terms of Engagement and any Engagement Letter, the terms of the Engagement Letter will prevail.
- 24.3 Nothing in these Standard Terms of Engagement affects your rights under the Australian Consumer Law.
- 24.4 In a Costs Agreement, unless the context indicates a contrary intention:
- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
 - (b) a reference to a corporation includes its successors and permitted assigns;
 - (c) "including" and "includes" are not words of limitation;
 - (d) a word that is derived from a defined word has a corresponding meaning;
 - (e) the singular includes the plural and vice-versa;
 - (f) a reference to legislation or statutory provision includes all amendments, consolidations or replacements and all regulations or instruments issued under it; and
 - (g) a reference to dollars or \$ is to Australian currency.
- (h) **Legal Costs** has the meaning given in clause 4.1 of these Standard Terms of Engagement;
- (i) **NSW Act** means the *Legal Profession Uniform Law 2014* (NSW);
- (j) **QLD Act** means the *Legal Profession Act 2007* (Qld);
- (k) **Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth);
- (l) **SA Act** means the *Legal Practitioners Act 1981* (SA);
- (m) **VIC Act** means the *Legal Profession Uniform Law 2014* (Vic);
- (n) **WA Act** means the *Legal Profession Act 2008* (WA); and
- (o) **you** means the person named at the top of these Standard Terms of Engagement or if not so named, the person with whom we have entered into a Costs Agreement that incorporates these Standard Terms of Engagement.