



### Costs Agreement

Attention (insert name of your contact at DBA):			
Full name to be billed:		Tel BH:	
Street address:		Tel AH:	
Billing address (if different):		Fax:	
Scope of instructions:		Mobile:	
		Email address:	
Responsible/assigned lawyers:		Default/task rate:	
		Existing/new client:	Date:
		New matter:	

- Grey area is for office use only. Last updated: 26 March 2009.

Our firm focuses on providing quality superannuation, succession planning, business and taxation services. Please refer to our website for information on our services and costs. We look forward to assisting you.

It is important to note the following:

1. Typically, DBA's charges reflect the time spent by its staff attending to each task. One or more of DBA's staff will attend to your task having regard to the level of skill, experience and responsibility required. DBA charges fees at hourly rates and these are available on request. If the service involves a standard product (without any advice or other service), then the relevant price shown on our website applies. GST of 10% is added to all charges. If there is more than one of you, each of you will be jointly and severally liable.
2. While it is not reasonably practicable to estimate your total legal costs in each assignment, a range estimate of your legal costs can be provided prior to starting any work. Based on our initial instructions we estimate that your legal costs will be:
3. The major variables that will affect your costs are the time and resources involved and the complexity, risks and value of the transaction. The main lawyer working on your assignment is:
4. The fees, disbursements and GST ('F&Ds') actually invoiced may be lower or higher than the amount estimated. We will give you a revised estimate if the F&Ds are likely to materially increase. You are entitled to an invoice that sets out a description of services rendered and the total amount of F&Ds charged and all individual F&D items if you so request within 30 days of the invoice date. F&Ds are payable within 14 days of the invoice date. Invoices are generally rendered on a progressive basis during an assignment.

5. We rely on clear and timely instructions from you in order to complete your assignment. We ask that you keep us informed of any changes to your instructions and provide us with all relevant documentation required. We prefer all instructions to be in writing.
6. If we are required to engage on your behalf a barrister or other lawyer to provide specialist advice or services, DBA will consult you on the terms of this engagement and provide you with a detailed statement of this person's fee before incurring any expense.
7. You may request a written progress report and a written report of the legal costs incurred at any time. DBA may charge you a reasonable amount for a written progress report but not for a report as to fees incurred.
8. DBA is retained to provide legal services only. You acknowledge that DBA is not licensed to provide financial product ('FP') advice under the *Corporations Act 2001* (Cth).
9. If you have any concern about DBA's costs, or the legal service provided, please do not hesitate to speak to the lawyer(s) assigned to your matter. If they cannot satisfactorily resolve your concern with you, you may:

- Seek a costs review by the Taxing Master under Division 7 of Part 3.4 of the *Legal Profession Act 2004* (Vic) ('LPA') within 60 days after the bill is given to you or DBA requests payment of costs or you pay the costs (whichever is earlier or earliest).

You may seek a costs review outside the 60 day time limit. In these circumstances the Taxing Master will not deal with the review if DBA can establish that to do so would, in all the circumstances, cause unfair prejudice to it;

- Apply to the Victorian Civil and Administrative Appeals Tribunal ('VCAT') to set aside this agreement under section 3.4.32 of the LPA; or
  - Make a complaint to the Legal Services Commissioner under chapter 4 of the LPA within 60 days after the legal costs were payable or, if an itemised bill was requested in respect of those costs, within 30 days after the request was complied with. You may be able to make a complaint to the Legal Services Commissioner up to four months after the end of the period referred to. This is provided that you can satisfy the Commissioner that there was a reasonable cause for the delay in making the complaint, and legal proceedings have not been commenced for the recovery or review of the legal costs that are the subject of the complaint.
10. This agreement applies to all future work unless DBA notifies you of any change (apart from changes to hourly rates and standard products as shown on our website). Either party can terminate this agreement on 7 days written notice. DBA will not incur legal liability arising as a result of the termination of this agreement by you. F&Ds accrued to the time of termination remain payable.
  11. You authorise DBA to destroy any contents of your file (apart from any titles, deeds or Wills) at the expiration of 7 years from the instructions for a particular assignment and to send DBA's newsletters, seminar brochures and other general client information by email or by other means unless you have notified us otherwise.
  12. You are responsible and liable to pay all F&Ds arising from work performed on your instructions. A person signing on behalf of a company guarantees its F&Ds. Disbursements incurred by DBA are as your agent and are invoiced to you at their cost. DBA may pay any disbursement less than \$100 without your prior approval.
  13. While F&Ds are in arrears, DBA may postpone work on outstanding instructions, exercise liens over documents and/or charge interest under the *Penalty Interest Rates Act 1983* (Vic). DBA is not liable for any loss or damage howsoever arising from not progressing your matter if F&Ds are in arrears, or if you delay in providing further instructions or in the performance of any of your other obligations. Further, DBA is not liable for any taxes, damages or costs arising from matters beyond our instructions. Further, any taxes, damages or costs payable by DBA shall be reduced to the extent that you have contributed thereto.
  14. This agreement is governed by Victorian law. You have the right to sign a costs agreement under a corresponding law or to advise DBA that you require the law of another jurisdiction to apply. DBA is regulated by the Law Institute of Victoria of 470 Bourke Street, Melbourne 3000 ph: 03 9607 9311. You have the right to negotiate a costs agreement with DBA and you may progress this negotiation by suggesting changes to this form prior to DBA commencing any work.

**Signed by clients:**

**Signed by DBA:**