

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:	
Responsible/assigned lawyers:	Default/task rate:	Existing/new client:	Date:
		New matter:	

- Grey area is for office use only. Last updated: 6 April 2012.

Our firm focuses on providing quality services and detailed information on our services and costs are available from www.dbalawyers.com.au. We look forward to assisting you. It is important to note the following:

1. Typically, our charges for an assignment reflect the time spent by our staff at their applicable hourly fee rates. One or more of our staff will attend to your task having regard to the level of skill, experience and responsibility required. Our hourly fee rates reflect the staff member's skills and experience and are charged in 6 minute units. If the service involves a standard product (without any advice or other service), then the relevant price shown on our website applies. If we agree below to a fixed fee assignment, the agreed fixed fee applies for that assignment. Note, we do not charge based on a scale of legal costs set by the court or government. GST of 10% is added to all charges.
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 the range of your legal costs may be as follows:
3. The major variables that will affect your costs are the time, resources and disbursements involved and the complexity, risks and value of the transaction. The main staff working on your assignment and their fee rates are (other staff may also be engaged and their fee rates will apply reflective of their time involvement):
4. The fees, disbursements and GST ('F&Ds') actually invoiced may be lower or higher than the amount estimated unless a fixed fee assignment is agreed or you order a standard product. 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 another consultant on your behalf to provide specialist advice or services, we will consult you on the terms of this engagement and provide you with a detailed statement of this person's fee before you enter into a direct engagement with that person.

7. You may request a written progress report and a written report of the legal costs incurred at any time. We may charge you a reasonable amount for a written progress report but not for a report as to fees incurred.
8. We are retained to provide legal services only and you acknowledge that we are not licensed to provide financial product ('FP') advice under the *Corporations Act 2001* (Cth).
9. If you have any concern about our costs, or service, please do not hesitate to speak to the lawyer(s) assigned to your matter or ask to speak to a director or our office manager. 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 12 months after the bill is given to you or we request payment of costs or you pay the costs (whichever is earlier or earliest).
 - You may seek a costs review outside the 12 month time limit. In these circumstances the Taxing Master will not deal with the review if we can establish that to do so would, in all the circumstances, cause unfair prejudice.
 - Apply to the Victorian Civil and Administrative Appeals Tribunal ('VCAT') to set aside this agreement under section 3.4.32 of the LPA.
 - Make a complaint to the Legal Services Commissioner (LSC) 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 LSC up to four months after the end of the period referred to. This is provided that you can satisfy the LSC 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 we notify you of any change (apart from any increase in our hourly fee rates and standard products as shown on our website). Either party can terminate this agreement on 7 days written notice or immediate notice if a party is in breach of this agreement. We 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 us to destroy any contents of your file (apart from any documents we have agreed to hold in our deeds safe for you, eg, wills) at the expiration of 7 years from the instructions for a particular assignment and to send our email newsletters unless you have notified us otherwise.
12. You are responsible and liable to pay all F&Ds and if there is more than one of you, each of you will be jointly and severally liable. Note there may be cheaper alternatives to using DBA, but we are experts in our fields of legal practice and provide quality service. A person signing on behalf of a company guarantees its F&Ds. We incur disbursements as your agent. We may pay a disbursement below \$100 without your prior approval.
13. While F&Ds are in arrears, we may postpone work on outstanding instructions, exercise liens over documents (ie, we hand over documents following payment) and/or charge interest (at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2%, at the date the bill is issued). We are not liable for any loss or damage 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, we are not liable for any taxes, damages or costs arising from matters beyond our instructions. Further, any taxes, damages or costs payable by us shall be reduced to the extent that you have contributed thereto.
14. You have the right to negotiate a costs agreement with us and you may progress this negotiation by suggesting changes to this form prior to DBA commencing any work. This agreement is governed by Victorian law. You have the right to sign a costs agreement under a corresponding law or to advise us 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.

Signed by clients:

Signed by DBA: