

TERMS AND CONDITIONS OF RETAINER

PROFESSIONAL FEES

1. Our professional fees are charged on a time basis calculated by an hourly charge out rate for professional and administrative staff plus disbursements and Goods and Services Tax ("GST") if applicable.
2. Our hourly rates are as follows:

	Per Hour Exclusive GST	Per Hour Inclusive GST
Administrative Assistant	\$100 - \$150	\$110 - \$165
Paralegal /Conveyancer	\$180 – 280	\$198-308
Articled Law Clerks	\$175	\$192.50
Solicitors	\$200 - \$350	\$220-\$385
Associate Principals	\$425	\$467.50
Principals	\$475	\$522.50

3. Professional fees are charged based on the time that we spend dealing with your matter. The time spent on your matter will include, but is not limited to, meetings and/or telephone calls with you and with other necessary parties, time spent travelling on business relating to your matter, time spent considering, preparing and working on papers, time spent researching the law and time spent on correspondence with you and other necessary parties. The hourly rates indicated are based on each unit of time being 6 minutes. The minimum charge is for 1 unit even if the actual time spent is less.

The hourly rates stated in this Agreement are subject to change. Where we propose to change the hourly rates that apply, we will notify you in writing of the proposed revised hourly rates that will apply and the date from which they are to apply. The increase will not exceed the amount of the general increase in the CPI index (or 10% whichever is the greater) since the date of this Agreement, or since the last increase in the hourly rates in the terms of this Agreement. You may accept the amended hourly rates in writing or by your conduct by continuing to instruct the law practice. If you reject the amended hourly rates within 21 days of notification by us, we may cease acting for you.

4. Professional fees charged by us may take into account:
 - (a) the complexity of the matter and the difficulty or novelty of the questions involved;
 - (b) the skill, specialised knowledge and responsibility required of our staff;

- (c) the number and importance of the documents (however brief) prepared or perused;
- (d) the urgency and importance of the matter to you and others; and
- (e) where money or property is involved, its amount or value.

5. Fees actually incurred may depart from this estimate. There are a number of factors which may result in our fee estimate being exceeded which include complexity of the matter, protracted negotiations, lengthy investigations, etc. We must inform you in writing of any changed circumstances affecting the extent and nature of the legal services to be provided under this Agreement and the effect of those changes on the estimates of costs provided.

DISBURSEMENTS

6. The disbursements chargeable to you are as follows:
 - (a) A \$30.00 fee is charged on each invoice rendered to cover telephone, facsimiles, photocopying and postage.
 - (b) Internal disbursements which are not included in the \$30.00 fee are charged at the following rates:
 - (i) file opening fee - \$30.00;
 - (ii) file correspondence copies - no charge;
 - (iii) couriers - at cost (no administration fee);
 - (iv) document binding (card and acetate covers, thermal bound) - \$5.00 per document;
 - (v) bulk photocopying - lowest available contract rates (no administration fee).
 - (c) External disbursements are charged at cost (no administration fee).

GOODS AND SERVICES TAX

7. GST is levied on all fees for professional services rendered and disbursements incurred with certain exceptions.

RESPONSIBILITY FOR FEES

8. As our Retainer Agreement is with you, you will be personally responsible, in any event, for payment of our fees in full regardless of the results of your matter. For example, if an agreement allows you to recover our costs from another party and the other party fails to pay our fees, you are still ultimately responsible for payment of our fees. Our Tax Invoice will be made out to you.

9. You can, at any stage, request and we must provide details of costs and disbursements already incurred and our estimate of the amount of costs and disbursements likely to be incurred to conclude the engagement.
10. Monies deposited will be held in our trust account. Deposits may be utilised by us for payment of accounts rendered by us for work done and/or disbursements incurred by us or to pay disbursements incurred on your behalf such as Australian Securities and Investments Commission fees, Landgate search and registration fees. We will obtain your authority prior to using the trust funds.
11. All deposits are subject to our general lien over all monies held by us on your behalf. The lien may be exercised to discharge any indebtedness from you to us whether on this or any other matter. Any balance will be refunded to you.
12. When we apply any moneys from our trust account, we must account to you within 14 days showing you how those moneys were applied.

BILLING

13. We will issue interim accounts regularly at appropriate stages, usually monthly, unless specifically agreed with you. All interim accounts must be paid separately by you within 14 days of issue without recourse to any deposit held by us on your behalf (unless otherwise agreed by us). This will apply even though all the Legal Services may not have been performed. Interest may be charged on bills unpaid for 30 days or more after being rendered at the rate prescribed by the Legal Profession Act 2008 ("Act") and the Legal Profession Regulations 2009. This rate is a fluctuating rate depending on determinations from time to time.

ITEMISED BILL

14. If we give you a lump sum bill, you are entitled to request an itemized bill. You must request the itemized bill within 30 days of receiving the lump sum bill and we must comply with your request within 21 days from your request. We must not charge you for preparing the itemized bill.

ASSESSMENT OF BILL

15. You have a right to have any bill we render to be assessed by a taxing officer of the Court. This right applies to the whole or any part of the bill and whether or not the bill has been paid. Your application to the Court for assessment must be made within 12 months after the account has been rendered to you. However, if you are a "Sophisticated Client" as defined in section 252 of the Act, it is a term of our agreement that, pursuant to section 309 of the Act, you agree that Division 8 of the Act shall not apply

to our agreement and, accordingly, the right mentioned in this clause will not apply.

NO GUARANTEE

16. Whilst we will exercise reasonable care and skill in all matters undertaken, we do not guarantee any particular outcome for this engagement. Our professional fees and your obligation to pay for them in full are not dependent or contingent upon the business or commercial outcome of your instructions.

At all times we will act in your best interests but we are not required to do anything which is unethical or unlawful.

COMMUNICATIONS AND INSTRUCTIONS

17. To avoid misunderstanding, oral instructions should be confirmed in writing.
18. We require that you provide us promptly with clear and adequate instructions whenever we request.
19. Generally with communications, there may be risks inherent in the nature of the particular mode of communications in relation to privacy or confidentiality, timeliness or effectiveness. We do not indemnify you against those risks, which you accept and acknowledge.
20. In relation to email communications in particular, it is not possible to guarantee the security and absolute confidentiality of such transmissions. You accept the risk of disclosure of such communications due to the nature of the medium. In addition, you accept the risk of late, incomplete or inaccurate transmissions and transmissions that may be corrupted or which may contain worms, viruses or Trojan horses.

POTENTIAL CONFLICTS OF INTEREST

21. Owing to the nature of our profession, it is possible that we may act or have acted for another client in another matter which may give rise to a conflict of interest if we have not represented you in that same matter or a substantially related matter. However, it is also possible that we may have represented and may from time to time hereafter represent other persons or entities with whom your interests are adverse in matters which are not substantially related to the current engagement.
22. It is important that you advise us of all parties involved in your matter so we can diligently conduct conflict searches. For the purpose of determining whether a conflict of interest exists, you agree that, in the event you are an incorporated entity, we are only representing you and not your shareholders, subsidiaries or related companies, unless you instruct us otherwise in writing.

INDEMNITY

23. It is an incident of the solicitor-client relationship that the client must indemnify the solicitor in relation to actions taken by the solicitor within the scope of the retainer or on specific instructions. This includes indemnifying the solicitor against liability in defamation for communications made by the solicitor on the client's behalf. This indemnity is incorporated into these terms of engagement.

In addition, since we are acting as your agent, we may incur expenses (for example, registration fees and barrister's fees) on your behalf. You agree to us charging those expenses to you which you will reimburse to us. Where possible, we must first obtain your consent before any unusual expenses are incurred.

WITHDRAWAL & SUSPENSION

24. We will be entitled to immediately suspend doing work for you and/or withdraw from acting for you with immediate effect in any of the following events:
- (a) failure to pay our accounts within 30 days of being rendered or you otherwise do not comply with the Agreement;
 - (b) failure to pay the required deposit (or such further deposits as requested from time to time) when due;
 - (c) non-receipt of instructions in a full and timely manner so as to enable proper conduct of your instructions;
 - (d) continued representation of you raises a professional difficulty; or
 - (e) we form a view on reasonable grounds that the necessary mutual relationship of trust and confidence required for a workable adviser/client relationship no longer exists or that by continuing to act for you we may breach professional conduct rules.
25. We will also be entitled to cease acting for you without assigning any reason but only upon giving you 30 days' notice of our intention to cease acting.
26. You may terminate the Agreement at any time upon written instructions to us. You will remain liable for all costs and disbursements incurred by us up to the time of notification.

LIEN

27. We are entitled to a lien over all data, documents and money held on account until payment of our costs and disbursements unless a Court otherwise orders. This lien survives termination of our retainer. However, if new solicitors appointed by you undertake to protect

our lien as to costs, we will release your documents to them.

METHOD OF RETENTION OF FILES AND COPYRIGHT

28. We will be entitled to retain our file(s) and all work and other proprietary materials belonging to us. You acknowledge that you must not reproduce any documents without our written approval. Copyright and all other rights in all documentation prepared by us is expressly retained.
29. We may save and store as electronic records only, documents which we receive either electronically or in hard copy. Once your matter has been concluded and if you ask us to, we shall return to you any original documents of yours which we are holding at that time. If you tell us to keep a document in original form when giving it to us we will do so. Otherwise, we may keep our files and make any delivery to you in physical form on in some other recording medium.

DESTRUCTION AND TERMINATION

30. For various reasons, we ordinarily destroy or otherwise dispose of items retained by us 7 years after termination of an engagement unless you have made other arrangements with us in writing.
31. Our solicitor-client relationship terminates upon the completion of the specific service that you have engaged us to perform and, in any event, on 6 months lapsing since we last provided legal services to you if you have not requested further work. The fact that we may write to you from time to time on developments in the law or to recover our outstanding accounts shall not of itself constitute a revival of the solicitor-client relationship. Upon termination of the solicitor-client relationship, there is no obligation to inform you of developments in the law or otherwise unless you have engaged us in writing to do so.

VARIATIONS TO BE IN WRITING

32. The Agreement is binding on each of us and may not be varied except in writing.

REVIEW OF AGREEMENT

33. You may apply to the Supreme Court to have the Agreement reviewed. If the Court determines that the Agreement is not fair or reasonable, the costs payable by you may be reduced or this Agreement set aside.

ENTIRE AGREEMENT

34. This Agreement (and the associated covering letter) constitutes the entire understanding between you and us and supersedes all prior understandings, written or oral, relating to its subject matter. This communication does not, however, oust or purport to oust rights or obligations implied or imposed by law. Any change to these terms and conditions of

engagement must be made or confirmed in writing by a Principal.

REASONABLE COSTS

- 35. We must take reasonable care in providing legal services to you. If you suffer injury, loss or damage partly as a result of our negligence in providing those services and partly as a result of your own negligence, any claim you make against us for breach of contract will be reduced, as if the claim were based in negligence, to the extent that it is just and equitable having regard to your share in the responsibility for the injury, loss or damage.

OTHER LEGAL SERVICES

- 36. Please note that we do not undertake all types of legal work and do not undertake litigation. If any matter requires services that we do not provide or becomes litigious, we will be happy to recommend another firm to handle those aspects should you ask us to do so.

INCORPORATED LEGAL PRACTICE

- 37. Allion Legal Pty Ltd (ABN 43 109 326 463) trading as Allion Legal is an incorporated legal practice under the Act which applies to the provision of the legal services. We will not be providing any non-legal services in connection with the provision of the Legal Services. The Act does not apply to the provision of non legal services.

No financial benefit or commission (other than fees for the provision of Legal Services) has been or is to be received by us, any employee or officer of us or any related body corporate from any person or entity as a result of the provision of legal services.

NOTIFICATION OF CHANGE

- 38. You have the right under section 267 of the Act to be notified in writing of any substantial change to anything indicated in a disclosure under the Act as soon as reasonably practicable after we become aware of that change.

INDEPENDENT LEGAL ADVICE

- 39. If you have any issues in relation to this Agreement, we recommend that you first obtain independent legal advice before proceeding with this Agreement.

JURISDICTION

- 40. This Agreement is subject to the jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to this Agreement.

FORM 2

- 41. Attached to this terms and conditions is a Form 2 that we are required to provide to you in accordance with the Act.

FACT SHEET
LEGAL COSTS – YOUR RIGHT TO KNOW

FORM 2
LEGAL PROFESSION REGULATIONS 2009
REGULATION 80(1) - FORM OF DISCLOSURE OF CLIENTS' RIGHTS

Legal Profession Act 2008 (the Act)
Section 260(5) and Section 260(1)(b)(i),(ii),(iii),(g), (i),(j) and (l)

1. Your right to negotiate a costs agreement with the law practice

The majority of law practices will ask you to sign a costs agreement. You have the right to negotiate with your lawyer about the terms of the costs agreement including the rate at which your lawyer and associates of the law practice will charge for their legal services.

You should ensure that you understand the terms of the costs agreement including when the agreement will take effect. It may not be necessary for you to sign the agreement before it takes effect.

2. Your right to receive a bill of costs from the law practice

You have a right to receive a bill before you pay for legal work (section 290 of the Act).

You will receive either:

- a bill that summarises the work that has been done and the total cost of this work (lump sum bill); or
- a bill that details each item of work, usually in units of 6 minutes at the relevant hourly rate (itemised bill).

All bills, or an accompanying letter from the law practice, must be signed on behalf of the law practice.

3. Your right to request an itemised bill after receiving a lump sum bill

If you do not receive an itemised bill, you have a right to request one (section 292 of the Act).

Your lawyer cannot charge for preparing the itemised bill.

However, it is possible that the total amount of the bill may increase when each item of work has been itemised and the cost calculated.

It is recommended that your request for an itemised bill reach the law practice within 30 days after you receive the lump sum bill. Although you are not required by law to request an itemised bill within 30 days your lawyer is entitled to sue you for unpaid legal fees after 30 days have elapsed since you were given the bill. If you request an itemised bill the 30 days will run from the date your request was complied with by the law practice.

4. Your right to know the rate of interest to be charged by the law practice

A law practice is entitled to charge interest on overdue legal costs.

You have a right to know the rate of interest that the law practice charges on overdue legal costs, whether that

rate is a specific rate of interest specified in the costs agreement or a benchmark rate of interest as prescribed by the Legal Profession Regulations 2009 (section 273 of the Act).

5. Your right to be notified of any substantial change to estimate of costs and other matters disclosed to you when retaining the law practice

It is difficult to predict the exact cost of litigation in advance. The cost of court proceedings can vary depending on a number of factors including the actions of the other party which cannot be anticipated.

Your lawyer must give you an estimate of the costs to be charged to you, the costs you are likely to get back if you win and the costs you are likely to pay if you lose, but generally your lawyer will not be able to tell you these exact costs at the outset.

If there is a substantial change to anything that your lawyer has told you, your lawyer must tell you of the changes as soon as it is reasonably practical for your lawyer to do so (section 267 of the Act).

6. Your right to progress reports

You have a right, on reasonable request, to:

- a written report of the progress of the matter; and
- a written report of the legal costs incurred by you to date, or since the last bill (if any) in the matter.

The law practice may charge a reasonable amount for the report of the progress of the matter but cannot charge you for a report on legal costs that have been incurred by you (section 269 of the Act).

7. Your right to a notice telling you about your rights

A notice telling you about your rights to challenge legal costs must be sent with the bill (section 291 of the Act.)

8. Your rights in the event of a dispute in relation to legal costs

Your rights include:

- (i) the right to apply for a costs assessment;
 - (ii) the right to apply to set aside your costs agreement;
 - (iii) the right to make a complaint.
- (i) Costs assessment**

An application for assessment of a bill must be made within 12 months after the bill was received by you (section 295 of the Act).

However, if an application is made out of time, a Supreme Court Officer may determine, having regard to the delay and the reasons for the delay that it is just and fair for the application for assessment of the bill to be dealt with after the 12 month period.

(ii) Setting aside the costs agreement

On application by a client, the Supreme Court may order that a costs agreement be set aside if satisfied that the agreement is not fair or reasonable (section 288 of the Act).

There is no time limit prescribed in the Act for bringing an application to set aside a costs agreement.

In determining whether or not to set aside a costs agreement, the Supreme Court will have regard to a number of factors including:

- whether the client was induced to enter into the agreement by fraud or misrepresentation;
- whether any practitioner acting for the law practice has been found guilty of unsatisfactory professional conduct or professional misconduct in relation to the legal services to which the costs agreement relates;
- the circumstances and conduct of the parties before and after the agreement was made;
- the disclosure made by the law practice and how the costs agreement and billing under the agreement address changed circumstances that might foreseeably arise.

(iii) The making of a complaint

The Legal Profession Complaints Committee is the statutory body established under the Act to receive and investigate complaints against Australian legal practitioners.

A complaint may be made about conduct of an Australian legal practitioner irrespective of when the conduct is alleged to have occurred.

However, a complaint cannot be dealt with (otherwise than to dismiss it or refer it to mediation) if the complaint is made more than 6 years after the conduct is alleged to have occurred unless the Legal Profession Complaints Committee determines that:

- (a) it is just and fair to deal with the complaint having regard to the delay and the reasons for the delay; or
- (b) the complaint involves an allegation of professional misconduct and it is in the public interest to deal with the complaint.

A determination under subsection (2) is final and cannot be challenged in any proceedings by the

complainant or the Australian legal practitioner concerned (Sections 411(1) - (3) of the Act).

A complaint should be made to:

The Law Complaints Officer
Legal Profession Complaints Committee
2nd Floor 'Colonial Building'
55 St George's Terrace
PERTH WA 6000

Phone: (08) 9461 2299

Fax: (08) 9461 2265

Email: lpcc@bigpond.com.au

Additional information about making a complaint is available at www.lpbwa.org.au

Scroll down the Menu on the left hand side of the Legal Practice Board's home page to 'Complaints Committee'.

9. Your right to have Western Australian or interstate costs law apply to your matter

Ordinarily, the law that will apply to your dealings with your lawyer, including in relation to costs, will be the law of the State of Western Australia.

However, the law of another State or Territory may apply if your matter has a substantial connection to that other State or Territory or if you and your lawyer agree that law of that other State or Territory will apply.
