



Costs Agreement - Standard Terms & Conditions

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If a Work Schedule was not attached to this document then do not accept the offer to enter into this Agreement. Contact us so that we can send you a complete Costs Agreement with the Work Schedule attached.

McKays NQ Pty Ltd
ACN 604 643 709

Version 19, July 2026

Liability limited by a
scheme approved under
Professional Standards
Legislation.

Costs Agreement Overview

This document must be read in conjunction with the Work Schedule. These two documents constitute the Costs Agreement with us and include matters we are obliged to disclose to you under the Legal Profession Act 2007 (Qld). The Costs Agreement sets out, amongst other things:

- The basis on which your Legal Costs will be calculated;
- The details on the person whom you may contact to discuss the Legal Costs;
- An estimate of the total Legal Costs if reasonably practicable or, if that is not reasonably practicable, a range of estimates of the total Legal Costs and an explanation of the major variables that will affect the calculation of those costs;
- Details of the intervals, if any, at which you will be billed;
- The rate of interest, if any, that we will charge on overdue Legal Costs; and
- If the matter is a litigious matter, an estimate of the range of costs that may be recovered if you are successful in the litigation and the

range of costs you may be ordered to pay if you are unsuccessful. An order by a court for the payment of costs in your favour will not necessarily cover the whole of your Legal Costs. Disbursements may still be payable by you even if you enter into a conditional costs agreement with us.

Unless you tell us in writing otherwise, you agree that this Costs Agreement acts as a master retainer for all matters that we are instructed by you to undertake in the future. This applies even if we do not send to you a Work Schedule for that additional work.

Interpretation

In this document a reference to the following words has the meaning set out adjacent to them, unless the context in which the words are used requires otherwise:

Associate - Anyone who has agreed to pay your Legal Costs to us. If there is no Associate then any reference to an Associate is to be ignored.

Costs Agreement - These Standard Terms and Conditions and the Work Schedule as varied by written agreement or written communication between us - including where we have

sent you an email or letter describing the variation and you have instructed us to proceed after receiving such communication.

Disbursements - Money we spend or are liable to spend on your behalf.

GST - Any tax on goods and/or services including any value-added tax, broad based consumption tax or other tax of a similar nature and, without limiting the above, includes GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended).

GST Law - Any law which applies regardless of when it was created and which imposes or purports to impose or otherwise deals with the administration or imposition of a GST on the supply of goods and/or services in Australia.

Legal Costs - Our Professional Fees and any Disbursements.

Professional Fees - The fees charged for the performance of legal services by any one or more of our solicitors or staff on your matter or for any other work that we undertake at your request.

Scope of Work - The scope of work to be conducted by us as described in the Work Schedule.

We, Us or Our - McKays NQ Pty Ltd A.C.N. 604643709.

Work Schedule - Work Schedule means the document entitled Work Schedule which is or has been sent to you in conjunction with this document and which forms part of the Costs Agreement.

You of your - The client referred to in the Work Schedule but if there is an Associate then a reference to "you" or "your" is also a reference to the

Associate where relevant.

If there is any conflict or inconsistency between the terms of this document and any Work Schedule, then the terms of the Work Schedule shall have precedence. You confirm that you did not, and will not, rely upon any oral communication to vary the terms of the Costs Agreement. All variations need to be in writing.

Legal Costs – Your Rights

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;
- Accept or reject any offer we make for an interstate costs law to apply to your matter;
- Notify us that you require an interstate costs law to apply to your matter;
- Be notified of any substantial change in the matters disclosed to you in this document; and
- Request written reports about the progress of your matter and the Legal Costs incurred in your matter.

The following avenues are open to you under the terms of the Legal Profession Act 2007 (Qld) if there is a dispute in relation to Legal Costs:

- To apply for a costs assessment within twelve (12) 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 Legal Profession Act 2007 (Qld));

- To apply to set aside the Costs Agreement within six years or other time as the law permits.

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 qls.com.au. You can also obtain information from the Legal Services Commissioner www.lsc.qld.gov.au.

The law of Queensland will apply to the Costs Agreement unless we agree in writing otherwise. You have the right to enter into a costs agreement with us on the basis that a similar law of another state or territory is applicable. This may be appropriate where our services are being primarily provided in another state or territory 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.

You agree that any proceedings commenced by us in any way related to this Cost Agreement may be issued and conducted out of any court district within Queensland regardless of your principal address or the location where any work is performed at your request.

Office hours

You may contact us at any time during

normal office hours: Monday to Friday, 8.00 am to 5.00 pm. We are often at work outside those hours so please feel free to call us at any time.

Appointments

Rather than risk our staff being unavailable when you visit, we urge you to telephone or email to make appointments. Please speak to or email the secretary of the person you wish to see for making appointments. You can schedule appointments during normal office hours, but we can always endeavour to make arrangements to see you outside those hours if required.

Scope of work

It is a fundamental term of the Costs Agreement that we are not bound to undertake any work that you request us to do unless, and until, we have agreed to do so in writing. It is therefore important that we are clear about what work we are to carry out. This is set out in the Work Schedule under Scope of Work. It is important that you read the Scope of Work carefully to ensure we are not proposing to undertake work you do not want us to do and that the Scope of Work does actually include all the services you wish us to provide.

We are not responsible to advise you upon, nor to act to protect your interests in any way, in relation to a matter that is not within the Scope of Work. Hence, even if there is an issue that you have that relates to a matter that we are conducting for you, we are not responsible in any way for any loss that you suffer as a consequence of us not advising you - unless you instruct us to consider the same and we agree to do so.

How are your Professional Fees calculated?

In general terms, your Professional Fees will either be calculated on the basis of a lump sum, fixed fee per stage or according to the time spent on the matter. The Work Schedule sets out the basis of how the fees are calculated. If no method is set out in the Work Schedule or no Work Schedule for a matter exists such that the work is conducted under a master retainer, then the time costing method is applied until otherwise agreed in writing.

What is Lump Sum?

A lump sum fee is where we agree to perform specific work for a fixed Professional Fee (which can also include a fixed rate per day). This fee is conditional on the information you give us being accurate and upon us only being required to carry out the agreed Scope of Work. If we have to undertake additional work outside the scope of work for any reason then there will be an additional charge calculated on a time basis.

The Work Schedule will specify whether or not a Lump Sum is applicable and the amount of the Professional Fee. The Work Schedule will also state whether a fixed amount is to be charged for the Disbursements to be incurred by us or whether the amounts set out for Disbursements specified are just estimates.

What is Fixed Fee per Stage?

A Fixed Fee per Stage is where we agree to fix the Professional Fee for specified stages of a matter as we go. The description of the first and possibly

later stages and the Professional Fee associated with at least the first stage will be set out in the Scope of Work. This may be varied by agreement in writing as a matter proceeds.

If we are to undertake additional work outside the Scope of Work for any reason there will be an additional charge for that work and it will be charged and calculated on a time basis unless otherwise agreed when we accept your instructions.

What is Time Charge?

Where we charge on a time basis, everyone in the practice who carries out chargeable work on your matter will record their time for the work they carry out. This includes work carried out by paralegals or people undertaking paralegal work. Paralegal work comprises things that are done by a person that does not hold a current practising certificate as a legal practitioner but who undertakes work in substitution for work that a lawyer would otherwise perform. The work may include conferences, telephone calls, drafting letters and documents, reading letters or other documentation, conducting searches, preparing instructions for briefs to experts, external consultants or barristers, legal research, attendances at court and similar activities. It does not include typing and work of a purely clerical or administrative nature.

Each person has their own level of skill, experience and training and their own charge rate. The rates for the various categories of lawyers and for paralegal work will be set out in the Work Schedule. However, as it possible

that people other than those specifically named may perform some work on your matter, you agree that our usual rates for each person that does work for you applies, on the basis that you have a right to review the same within the time period allowed by law for you to review our accounts.

You agree that we may change these rates at any time by written notice to you. Unless specified to the contrary, the charge rates are exclusive of GST. Should any change in rate increase by more than CPI - Consumer Price Index (All Groups Figures for the City of Brisbane) over the period since this Costs Agreement was made then you can terminate our retainer at any time. If you provide instructions for us to undertake further work after you have been notified of a change in the rates then you agree to those new rates applying.

In the absence of any notice to the contrary, you agree that the rates notified to you will be automatically increased on 1 July each year by an amount equal to any upward movement in the CPI in the twelve (12) month period ending 31 March immediately preceding 1 July. At our option we may choose not to charge you this increase each year.

When we charge Professional Fees on a time basis, we charge in blocks, or units of six (6) minutes. Each unit or part unit is therefore charged at one-tenth of the appropriate hourly charge out rate. This means that attendances of up to six (6) minutes may be counted as one (1) unit.

In some cases, we will charge a daily or half day rate for work that we anticipate

will occupy large amounts of time. This is applicable to trials and some court applications, including preparation for the same. You agree that in these instances that we can record a single time entry showing this activity rather than us trying to specify each task that we did whilst undertaking this work. This rate will be set out in our Work Schedule, and in default of any rate being set shall be four (4) hours for a half day and eight (8) hours for a full day.

Urgent Work - Fee Increase

Where your matter is urgent, and you specifically require us to work on the matter into the night or over the weekend (Urgent Work), then we are entitled to charge an Uplift Fee for the Urgent Work equivalent to 25% of the Professional Fees otherwise payable for that work - provided that if the Work Schedule specifies a different method for calculation of the Uplift Fee then that other method shall apply.

Disbursements

You agree to pay all Disbursements properly incurred by us in acting for you. If we become liable to pay any interest or other charge on any liability to pay any Disbursements as a consequence of delay on your part, then you agree to reimburse us for that interest and charge.

Examples of Disbursements include barrister's fees, search fees, enquiry fees, registration fees, courier fees, cost of expert consultants, medical reports, court fees, filing and lodgement fees, banking charges, government revenue charges, stamp duty, transaction specific banking charges, process servers and

investigators, clinical records from hospitals, medical, experts' reports and other external consultants, agents' fees including other solicitors used as agents, travel and accommodation, witness fees and expenses, transcript fees and fees for copies of documents from other sources.

Conditional Costs Agreement

The Work Schedule will specify if this is a conditional costs agreement. If the Work Schedule does not expressly state that we are entering into a conditional costs agreement with you, then it is not a conditional costs agreement.

If this is a conditional costs agreement then you have the right, in accordance with Legal Profession Act 2007 (Qld), to obtain independent legal advice before entering into the Costs Agreement and you have the right to a cooling off period of five (5) clear business days after we receive the signed Costs Agreement from you - during which you may terminate the agreement by written notice to us.

Should you terminate the agreement, we are still entitled to charge you for legal services performed on your instructions, with your knowledge, before that termination.

We will charge you Professional Fees on a conditional costs agreement upon the successful outcome of the matter. What constitutes a successful outcome will be described in the Work Schedule. We will charge you Disbursements on the basis set out in the Work Schedule.

Conditional Costs Agreement involving Personal Injuries Claim

If the conditional costs agreement involves a speculative personal injury claim then, irrespective of our entitlement to Professional Fees under the conditional costs agreement, the maximum that we can charge you at law for Professional Fees inclusive of GST (but exclusive of any Disbursements) is determined by the following formula:

$$M = ((O + C) - (R + D)) / 2$$

Where:

M = Maximum Legal Costs (including GST, excluding Disbursements);

O = Amount awarded or recovered;

C = Costs due from other party;

R = Refunds required by law to any other entity; and

D = Disbursements incurred on your behalf in pursuing the claim.

This limit does not apply in the event of lawful termination by either of us prior to conclusion of the claim or if we obtain approval from the Queensland Law Society to charge and recover an amount greater than the limit. Our entitlement to charge in the event of termination is explained below.

Conditional Costs Agreement involving Uplift Fees

The Work Schedule will specify if we propose to enter into a conditional costs agreement with you and to charge an

Uplift Fee. If so then this section of the notice applies.

If we propose to charge an Uplift Fee then, upon the successful outcome of the matter, we are entitled to charge and you agree to pay an Uplift Fee on the basis set out in the Work Schedule. If no rate for the Uplift Fee is specified in the Work Schedule, then the Uplift Fee will be an amount equal to 25% of our Professional Fee (subject to any reduction or cap that may apply in which case our Professional Fees together with the relevant Uplift Fee will be reduced accordingly to that cap).

The reasons why an Uplift Fee is warranted are because we are agreeing to act for you on a speculative basis and to this extent we will be:

- Relying on you for accurate and proper instructions to base our assessment as to your likely prospects of a successful outcome in your claim;
- Funding your claim from our own financial resources;
- Taking on the risk of an unsuccessful outcome; and
- Carrying your claim by agreeing to only be paid in the event of a successful outcome.

Estimating legal costs

It is difficult for any legal practice to give an accurate quotation of how much a particular matter will cost unless the exact scope of the work to be carried out can be determined in advance. Where we are charging Professional Fees on a time basis, the Work Schedule will set out our estimate or range of estimates of the Professional Fees and Disbursements.

The estimates are based on the information available at this time and the estimates will probably change when more information is available to us. The overall cost of a matter will be directly related to the complexity of the matter, the time spent on it and the Disbursements incurred.

The major factors which will affect the estimates include the number and type of matters in dispute, decisions made by other parties, changes in your instructions, ease or difficulty in taking instructions, additional information provided by you or ascertained by us and problems discovered or arising during the conduct of the matter.

These are just some of the things which can have a significant bearing on the overall Legal Costs and which may result in quite a variation to any estimate which has been given to you. The Work Schedule may also set out other factors specific to your matter that may affect the Legal Costs payable.

We therefore stress that, unless we clearly state otherwise, any figures given to you for Legal Costs are estimates only and not a firm quotation. Any estimate that we give is neither a quote nor a cap on what we will charge you.

We will use our best endeavours to update any estimates should we believe that an estimate is likely to be inaccurate. You are also entitled to have us provide you with an up-to-date estimate of the cost of work to date and our expectation of what further Legal Costs will be incurred, at any time during the conduct of a matter on your behalf.

GST

Unless otherwise specified, the Legal Costs in the Work Schedule for the supply of goods or services are exclusive of GST. If we do quote a GST exclusive fee then, if GST is payable in relation to any goods or services we supply, the amount of GST will be added to the GST exclusive supply price attributable to any supply and is payable by you at the time our bill is given to you.

We can also ask you to pay any GST which we may have to pay on reimbursement of Disbursements in excess of any input tax credit which we are entitled to receive for the Disbursements. We will advise you of the amount you have to pay for GST on Legal Costs when our bill is given to you. The amount is payable by you when our bill is given to you.

Bills

Bills will be sent to you containing information on Professional Fees, Disbursements and GST at the times set out in the Work Schedule.

Where an Associate is named in the Work Schedule, and you and your Associate ask us to bill the Associate direct for the Legal Costs, then we may, but are not obliged to, render the bill direct to the Associate.

For the purpose of this Agreement you will be deemed to have received our bill if it is:

- Given to you or to your Associate personally – on the day it is given;
- Sent to you or to your Associate by post – on the day that such postage item would ordinarily be delivered in accordance with the

Australia Post delivery schedule;

- Sent to you or your Associate by facsimile transmission – on the day that it is transmitted to the relevant facsimile number unless our facsimile system generates a message indicating unsuccessful transmission of the entire Bill; and
- Sent to you or your Associate by electronic communication – on the day that it is sent unless we receive a message stating that our email transmission was unsuccessful.

Although we may set out the individual items of work and the charges applicable to them, you agree that we are not obliged to do this unless you specifically request it. We may furnish bills with a general description of the work undertaken and Disbursements incurred.

When we send a bill at various intervals during a matter, each bill is a final bill for the work performed and disbursements incurred for that interval. We will ask for payment even if you have paid a retainer fee or other instalment payment into our trust account.

Please note that if you do not pay our bills when due or our requests for payment into our trust account are not paid when requested, then we have the right to stop work on your matter.

However, regardless of whether we do or do not continue with the work, you are still responsible for payment of our Legal Costs. If you have any queries about the amount of our Legal Costs or the work to which the bill relates, please talk to the solicitor who is handling the matter or the person supervising the work as set out in the Work Schedule.

Failure to pay our bill

Our bills are payable on receipt. If you do not pay a bill within fourteen (14) days of us giving you the bill, then you agree we can charge interest on the billed amount owing at the maximum rate permitted under Section 82 of the Legal Profession Regulations. That rate will be specified in the Work Schedule.

You also agree that we may charge Legal Costs for all reasonable attendances needed to collect payment of outstanding debts on a time basis. If you do not pay our account then we are entitled to exercise a solicitor's lien. The lien allows us to retain all your documents and trust funds until the account is paid.

You acknowledge that the interest charged is a genuine pre-estimate of the amount that we have lost as a consequence of your breach of our retainer with you.

Barristers and other experts

In some legal matters it is necessary to engage an expert, separate contractor or engage another lawyer either within this jurisdiction or elsewhere in the world.

You agree to us undertaking all such engagements on your behalf without having to obtain separate quotations or seek your specific instructions in each instance provided that the engagement is reasonably or otherwise prudent or desirable to advance your matter or protect your interests.

If you have not been provided with an estimate of this cost in a Work Schedule or some other communication from our office we agree to provide such estimate

as soon as we are reasonably able to do so. You agree that a failure to provide an estimate does not remove your liability to reimburse us or otherwise pay for such costs provided the engagement was reasonably or otherwise prudent or desirable to advance your matter or protect your interests.

As a matter of public policy, the law provides immunity from suit in relation to advocacy.

When we undertake advocacy in accordance with your instructions we are subject to that immunity. Further, we are part of a professional standards scheme which limits our liability. Nothing that we do at any time acts to remove or adversely affect the operation of that professional standards scheme.

Legal costs payable to or recoverable from another party

If you are successful in a litigious matter, you may be entitled to request the court for an order that you recover part of your Legal Costs from another party. There is no guarantee that the court will agree. In some jurisdictions costs are never awarded or only occasionally awarded. We therefore do not guarantee, represent or in any way hold out that you will be entitled to recover any of your costs. Regardless of any costs orders you are always liable to pay our accounts as and when they fall due.

When Legal Costs are awarded they are usually calculated according to a scale of costs for the appropriate court and some complex rules apply. These are usually what are called costs on the standard basis. They will usually be

much less than the Legal Costs payable by you under your Costs Agreement with us. Some Legal Costs required to be paid by you, but which are not normally recoverable from another party include (without limitation):

- Legal Costs for interviewing witnesses in the expectation that their evidence might be relevant to your action but who are not actually called upon to give evidence;
- Expert's fees if the expert is requested to be available for court but is not called as a witness, for example because the trial did not proceed on that day;
- A portion of a Barrister's fees;
- File reviews – reviews of your file from time to time as is necessary and is a fundamental part of running a case diligently; and
- Legal Costs associated with providing you with updates and information regarding the matter.

The Work Schedule sets out the range of Legal Costs that we estimate you may be entitled to ask the court to order the other party to pay if you are successful in the litigation. It is not possible at the start of most matters to provide an accurate estimate and the sums given are merely estimates.

As a part of our ongoing service to you we will update you about our estimate of these costs at important times. In the interim, please use an estimate of a recovery of around 50% of the costs that we charge to you as a general guide (only if we have indicated to you that the jurisdiction is one in which costs are usually recovered by a successful party).

In some, relatively rare cases, you will be

entitled to costs on the indemnity basis and this would mean you would recover a much greater proportion of Legal Costs than would have been payable on the standard basis. In assessing Legal Costs on the indemnity basis, one of the matters which will be taken into account will be the terms of our Costs Agreement with you. Regardless of any right you may have to make another party pay some of your Legal Costs, you will still have to pay the full amount of our Legal Costs even if the other party fails to pay the Legal Costs they are supposed to pay to you.

If your claim is not successful, you will usually be required to pay the other party's Legal Costs in addition to paying the Legal Costs payable to us under this Costs Agreement. Sometimes, you may be required to pay another party on the indemnity basis and this would mean you would have to pay a much greater proportion of Legal Costs than would have been payable on a standard basis. The Work Schedule may set out the range of Legal Costs that may be recovered against you by the other party. It is not possible at this time to provide an accurate estimate and the sums given are merely estimates.

If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter we will provide you with a reasonable estimate of our Legal Costs payable by you on settlement, a reasonable estimate of the Legal Costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the Legal Costs you may have to pay the other party.

Substantial changes

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

Who will do your work?

The name of the person primarily responsible for your matter is in the Work Schedule. Although one person is primarily responsible, any one of our staff may carry out work on your matter.

Each person in our practice has their own level of skill, experience and training in certain areas of the law and those with the higher levels have a higher charge rate than those at the lower levels. We therefore try to ensure that each task needed to complete your matter is carried out by the most suitable person in order to keep the Legal Costs to a minimum. All work we do for you will either be conducted by or supervised by a principal, senior associate or associate but it is likely that your work or parts of it will be delegated to other solicitors and staff in order to ensure that it is completed as cost effectively and expeditiously as possible.

For day-to-day matters, you should speak to the person actually handling the matter but remember that you are always free to talk to the principal or other supervisor at any time, and we encourage you to do so should you believe there is any difficulty with your matter.

Throughout the course of your matter there may well be changes in our staff. Therefore there may be persons not named in the Work Schedule who may conduct work on your matter. We will always let you know if the solicitor

who has overall responsibility for your matter cannot continue and needs to pass on the overall responsibility to another solicitor. However you agree that we do not need to keep you advised of every change in the makeup of the support staff in the practice. Where a new employee of the practice conducts any work on your matter, their charge rates will be commensurate with the position they hold as set out in the Work Schedule.

Incorporated status of this practice

We are an incorporated legal practice, and you agree that:

- No individual at any time contracts directly with you and all work, including all legal duties that arise, exist only as between us (the incorporated legal practice) and you;
- All work undertaken by any individual within the incorporated legal practice is undertaken by each person in their capacity as our employee and not in any other capacity;
- Regardless of any tortious, contractual, statutory or other right that you may have to take action or otherwise claim against any individual for anything they do or fail to do in their capacity as our employee, to the maximum extent that the law permits, you agree to not exercise such right against that individual. Nothing in this clause prevents you for exercising such rights against the incorporated legal practice itself;
- The services to be provided under

this Costs Agreement are legal services unless you ask us to provide additional services that are not legal services;

- All legal services to be provided under this Agreement will be provided by an Australian Legal Practitioner;
- The provision of legal services is regulated by the Legal Profession Act 2007 (Qld) however the provision of non-legal services under this Costs Agreement is not regulated by that legislation.

Qualified advice

Sometimes the advice given by us will be based on assumptions or qualifications and those assumptions or qualifications will be stated or set out in the advice, if it is in writing.

If further information or events prove any of those assumptions or qualifications incorrect, we will not be liable for any part of our advice which was based on those assumptions or qualifications. You must take reasonable care to protect your own interests and satisfy yourself as to the commercial and financial viability of all aspects of your matter, the taxation implications related to or arising out of your matter and investigating the bona fides of other parties involved.

You agree that you are solely responsible for these matters.

You agree that we do not offer any advice in relation to the commercial viability, or the taxation implications, of any particular matter unless we specifically take on this responsibility in writing in our Work Schedule with you.

When written advice is given, it does

not mean that we have agreed to advise you more generally in relation to the commercial viability or the financial or taxation implications and we encourage you to always seek independent advice from an appropriate advisor for all financial and taxation matters. Where we do discuss with you the commercial viability or the financial or taxation implications of a particular matter, it is not expert advice and is not intended to be relied on, but merely forms part of a general commentary relating to your matter.

Reliance upon advice for future matters

When we give advice or prepare documentation relevant to a particular matter or transaction, then that advice and those documents are given in relation to that matter or transaction only and must not be relied upon by you in relation to any other matter or transaction unless we agree otherwise.

The advice and the documentation are also given to you as our client and must not be relied upon by any other person or entity.

Documents provided by you or your advisors

We may be given information and copies of documents from your accountant, financial planner and/or other adviser in relation to your matter - such as trust deeds, constitutions, financial reports, other financial information, binding death benefit nominations, agreements prepared by other solicitors etc.

The documents may be inaccurate, incomplete or have been amended

or even revoked and the information may be incorrect or incomplete or misleading. We are not likely to be in a position to confirm the correctness of the information or completeness and currency of any documents.

You agree to review the same and, if you think that the information or documents may not be correct, then you must urgently advise us accordingly. Unless we hear otherwise, we shall assume the documents and information are complete, correct and current and we will not be liable for any loss suffered by you or anyone else as a result of us relying on them.

Copyright

Where we give advice or prepare any documentation then copyright exists in that advice and those documents.

They remain our property subject to your right to use them for the matter or transaction that they were provided for. Any advice or documentation must not be reproduced or used by you in relation to any other matter or transaction or given to any other person or entity without our consent.

Taking instructions from more than one client

Where we are acting for more than one person on a particular matter:

- Our engagement by all of you is a joint retainer and all instructions we receive from any of one of you may be divulged to the other of you - there can be no secrets. This rule applies throughout the course of your matter. Notwithstanding this, each of you

always has the option of obtaining independent legal advice.

- There is always a potential for a conflict of interest between you - such as where you are unable to agree on a course of action. In these circumstances we are normally obliged to cease to act for all of you and this could result in additional costs (such as where you each engage independent solicitors).
- Upon completion of the matter, your joint retainer of us is terminated and our duty of loyalty to you has come to an end. What this means is that we are permitted to act for one or more of you in an unrelated matter notwithstanding that it may conflict with the interests of the other of you.
- Each of you will be jointly and severally responsible for payment of all bills issued by us.

In addition to the above, unless you tell us in writing otherwise, we may accept instructions in relation to work to be conducted for you from either one of you, without confirming those instructions with the others.

Taking instructions from company

Where the client is a company, unless you tell us in writing otherwise, we may accept instructions in relation to the work to be conducted and all matters in which we act on behalf of the company, from any one of its directors, or any person we reasonably believe to be the chief executive officer, chief financial

officer, general manager, in-house lawyer or its company secretary or a person we have been told (verbally or otherwise) has such authority, without confirming those instructions with the other directors or the secretary of the company.

We are also entitled to assume that any person who has been a director or secretary of the company is still a director or secretary until we have been notified in writing otherwise by the company.

You authorise us to lodge all documents with ASIC on behalf of the company where such documents are required to be lodged to meet registration or statutory lodgement obligations.

Email communication

If you provide us with your email address then you authorise us to communicate with you by email (including sending you copies of documents, plans, sketches and photographs as attachments), unless you instruct us otherwise.

Email communications are likely to contain confidential and sensitive material.

We cannot guarantee the security of emails or attachments sent or received via the internet. We also cannot guarantee that any emails or attachments have not been interfered with during transmission. If you do not want us to communicate with you by email, or if there is material that you do not want sent by email, then it is essential that you advise us so that we can organise an alternative means of communication.

Disputes about bills

We will always attempt to resolve any problems you may have about our bills. If that cannot be done, we each have the rights set out in the fact sheet entitled "Your right to challenge legal costs" available on the Queensland Law Society website www.qls.com.au.

Where we only deliver to you a bill that summarised the work we did for you, and you request an itemised bill that lists each item of work that has been done and the amount charged for each item, then you agree that we may withdraw the original bill and deliver the itemised bill requested by you as a substituted bill for the full value of the work performed, notwithstanding that the substituted bill may exceed the amount of the original bill.

Retainer and instalment payments

Our policy is to ask clients or their Associate to pay a retainer at the commencement of each matter. The amount we ask you to initially pay will be specified in the Work Schedule. This will be retained in our trust account while the matter progresses and can be used by us toward payment of any outstanding Legal Costs, payment of our final account and if not used, will be returned to you.

Where the Associate has paid monies into our trust account on your matter, the monies are held in trust for you and not your Associate. Nonetheless, you irrevocably authorise us to release the balance of any such funds which are not required by us, directly to your Associate and not to you.

We may also ask you, from time to time, to make other payments into our trust account to go toward Legal Costs to be incurred in the matter. These funds can also be used for payment of Legal Costs as work progresses or on completion.

If we do request further moneys then you must pay the amount requested within seven days so the work for you is not held up – it could prejudice your rights or delay matters. Any surplus funds of yours that are not needed to pay for Legal Costs will be refunded to you once the matter is finished. You authorise us to draw on the money from trust for Professional Fees and Disbursements as they become due.

Trust Account Authority

You authorise us to deposit any moneys paid to us to hold on your behalf (whether alone or with others) in a trust account maintained with an Authorised Deposit-taking Institution ("ADI") under the Banking Act 1959. You authorise us to withdraw any moneys held by us in our trust account on your behalf (or on behalf of any of you where there is more than one of you instructing us to act) to pay any Disbursement, including any government or other statutory charges as and when they are incurred or paid by us, and to pay our Legal Costs as soon as we send you a bill.

You agree that any moneys held in our trust account at any time on any file can be used by us toward payment of any outstanding amounts on any and all matters that we conduct for you, or at your request, for any entity (whether personally, in your capacity as a director of a corporate entity or as trustee of any trust).

By signing any Work Schedule, retainer or making any other communication by which you instruct us to undertake work, you thereby irrevocably authorise, confirm and instruct us as follows:

- To apply all funds that we may hold, or may hold in the future, in our trust account on your behalf, either jointly or severally with someone else, in payment of all fees and outlays billed by us seven (7) days after such account or accounts are sent to the nominated payer or you at that entity's last address, including e-mail address, advised to our office;
- To apply all funds held by any entity of which you are a director, trustee or controller, to pay that or any other entity's account (including you) that may be outstanding at any time in such proportions and at such times as we may decide in our absolute discretion; and
- That all funds that you have or will in the future pay, whether personally or from any company or other entity, are:
 - paid to us for the purpose of paying or securing your existing and future accounts issued on all matters for you and all other entities, in any respect, that we may be undertaking, regardless of which entity is involved and which entity paid the relevant funds;
 - not paid, as far as you are aware, in breach of any trust or other obligation that may be owed to any other entity, any potential administrator, liquidator, receiver or controller; and
 - paid for the purpose of, and to secure the provision of our legal services, such

that we are entitled to a lien over such funds for this purpose. To the extent necessary this document evidences the existence of enforceable lien over all such funds.

The above authority and direction is given by you in your personal capacity as well as in your capacity as the duly authorised officer of all corporate and other entities of which you are an office holder or agent.

Bank Account Details

There has been number of attempted frauds relating to the transfer of money involving the legal profession. Please DO NOT act on any communication that purports to be from us (whether by email or letter) that asks you to transfer or deposit money with us unless you have first telephoned us on 07 49630888 to confirm the authenticity of same.

For the same reason, if you ever wish us to transfer money held in our trust account on your behalf to a financial institution account nominated by you by electronic funds transfer, then:

- We may insist that you first give us written instructions to transfer the money to a branch and account number specified by you in writing;
- Notwithstanding the above, we may act on your verbal instructions if we choose to do so;
- We may treat any email received by us which appears to be from the email address notified by you as being your email address, as written instructions received from you; and
- Notwithstanding the above, we may refuse to transfer the money

until we have spoken to you personally by phone or in person to confirm that written instructions were sent by you.

You acknowledge that we will rely solely upon you having given us the correct account details. If you give us the incorrect branch or account number (either verbally or in writing) and the money is transferred to that incorrect account then:

- You will notify us immediately you become aware that that has occurred;
- You acknowledge that neither us nor the bank may be able to retrieve the money from the incorrect account;
- You agree to reimburse us for all costs incurred by us in seeking to retrieve the money on your behalf; and
- You will indemnify us and keep us indemnified against and hold us harmless for any loss suffered by you or anyone else as a result of the money being transferred to the incorrect account.

Authority to invest

If there are moneys held in trust on your behalf, you authorise us to:

- Invest any moneys held from time to time in our trust account on your behalf (or on behalf of any of you where there is more than one of you instructing us to act), with a bank, building society or credit union in our name as your trustee. We are to hold any interest earned on such investments on behalf of the persons entitled to the moneys

on the same terms as the money which is invested;

- Withdraw such moneys from the financial institution as may be required from time to time to meet any Legal Costs (including Disbursements); and
- Report to the Commissioner of Taxation (if required) in respect of moneys invested on your behalf including advising him of full details of your tax file number, amount invested and interest earned (if required) and to withhold part of the interest earned on the investment and generally deal with such moneys as required by the Commissioner for Taxation and legislation.

GST Withholding - Notice to ATO

Where you are purchasing new residential premises or potential residential land and are required to withhold part of the purchase price for payment to the Australian Taxation Office then, unless you give us written notice to the contrary:

- You authorise us to prepare and lodge the Form 1 (GST property settlement withholding notification) and a Form 2 (GST property settlement date confirmation) to the Commissioner for Taxation on your behalf;
- You declare that the information provided to us for the preparation of such notices is true and correct;
- You are aware that we are not a registered tax agent and we cannot provide tax agent services.

Please note that you are required to retain a copy of this declaration for up to five years and the Commissioner for Taxation may request a copy of the declaration at any time.

Risk of ADI failure

You agree that:

- Moneys held in our trust account or invested on your behalf are held at your risk;
- We will not be liable to pay the moneys to you or any other party to the extent to which any part of them is lost through a failure of the ADI or other organisation you requested the moneys be invested in;
- We will not be liable to pay the moneys to you or any other party to the extent to which the withdrawal of any part of the moneys is frozen by the ADI or other organisation until the withdrawal of the moneys are no longer frozen; and
- We will not be liable for any direct or indirect or consequential loss, damage or expense (including loss of revenue, loss of profit, loss of financial opportunity or economic loss) suffered by you or any party arising from failure of the ADI or other organisation or the ADI or other organisation freezing withdrawals, such that we are unable to withdraw any part of the moneys and account for it to you or any other party at the time that you or another party is entitled to it.

Legal costs of hearings and trials

If your matter is going to involve a

hearing, like a trial or application in court or mediation or case appraisal, before we commence final preparations for such a hearing, we will ask you to pay the likely Legal Costs of that hearing into our trust account. We will tell you how much we estimate it will be and give you as much warning as time permits.

The payment must be made as soon as possible and we may not commence preparation for the hearing until it is received. If payment is not made on time, our policy is to not proceed with the hearing and this could severely jeopardise your case. Notwithstanding this policy, if we do commence preparation and attend the hearing on your behalf without the payment being received then you are still responsible for paying the Legal Costs. If you are concerned that payment will be a difficulty, please speak to us about it now.

Service of notices

We may give a notice to you by:

- Delivering it to you personally;
- Leaving it at or by sending it by courier or post to your address last notified to us;
- Sending it by facsimile to your facsimile number last notified to us; or
- Email to your email address last notified to us.

Notice by:

- Hand delivery is deemed to be given at the time of delivery;
- Leaving it at an address or sending it by courier is deemed to be given at the time of delivery;

- Post is deemed to be given on the day that the Australian Post delivery schedules specify;
- Facsimile is deemed to be given when our facsimile machine indicates a successful transmission to the facsimile number unless you contact us within the hour to advise that a full copy of the notice has not been received; and
- Email is deemed to be given two hours after the time the email is sent, unless a response to the contrary is received by us – such as “out of office” notification or our system indicates that the message is not deliverable or that there has been a delay in transmission.

If an email is sent by us which contains:

- A link to a document or documents available for download at the time the email is sent, and for a reasonable time thereafter; or
- A link to a web page via which such documents can be downloaded;

the documents will be deemed to have been delivered as if the documents have been attached to the email.

For the purposes of this section, the term Notice includes any notice, demand, consent, approval, court proceedings or other communication and “Business Day” means a weekday when trading banks are ordinarily open in the place where the notice is deemed to be received. Where we are acting for more than one of you then delivery of a notice to one of you is deemed delivery to all of you.

Caveats

On occasion clients ask us to sign or

lodge caveats in the Land Registry on their behalf. This can render us personally liable for a damages claim if it is determined that the client has no right to lodge the caveat. For this reason you agree that if you ask us to execute or lodge a caveat in the Queensland Land Registry (or its equivalent in another jurisdiction) on your behalf then you shall accept personal liability in relation to the caveat, and shall unconditionally and irrevocably guarantee and indemnify us against any and all claims, damages, liabilities and expenses which may be made or brought against or suffered or incurred by us in relation to the caveat.

Duties

In all matters that we act for you, we will have a number of specific duties and so will you. These are in addition to those set out in the letter which accompanied this document.

Our duties

- We will carry out the work with professional skill and diligence;
- We will, as far as is reasonable, keep you informed of the progress of the work; and
- We will, upon completion of the matter and payment by you of all Legal Costs, make a copy of your file available for collection. You agree that we own your original file and may retain or destroy it with the exception of original commercial or sensitive documents such as Wills, Leases, Settlement Deed and similar items.

Your duties

- You are to provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
- You are to provide us with information, which may include necessary customer due diligence (CDD) information required under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF);
- You will be available to give us clear instructions in relation to the work to be carried out;
- You are to act reasonably and take reasonable care to protect your own interests in respect to the matters the subject of this document;
- You will comply with any reasonable cyber-security obligations notified by us to you, and otherwise take all reasonable measures to prevent attacks or the misuse of our or your information, including telephoning us and third parties (i.e. real estate agents, insurers, medical providers etc.) to confirm both our and your bank details before performing any transfer of funds, and not acting on emailed or text message requests for payment;
- You are to satisfy yourself as to the commercial viability of your matter and the financial and taxation implications related to or arising out of your matter (if any) and not rely upon us to advise you in that regard;

- Where relevant, you are to investigate the bona fides of the other parties to the transaction, checking all financial matters and assessing the commercial soundness of the transactions and not rely upon us to advise you in that regard;
- When you anticipate being absent from your residence or business during a time when instructions will need to be given to us, you will make arrangements to enable us to contact you;
- You will notify us of any important time limits;
- You will question us about anything you are unsure of;
- You will pay all instalment payments when requested by us and pay all bills within the agreed time; and
- You will advise us of any change of address, telephone or e-mail addresses.

Continuation of this agreement

Your rights under this Agreement will continue for the benefit of your personal representatives and your obligations under this Agreement will be binding on your personal representatives. We also have the right to assign our rights under this agreement to another legal practice on the basis that we give you notice of the assignment and the assignee agrees to be bound by the terms of this agreement.

Termination of agreement

You may terminate this Agreement at

any time. We may suspend work and may cease acting for you and may terminate the Costs Agreement for any lawful cause or if:

- You fail to pay our bills or deposit moneys to our trust account as required from time to time;
- You breach this Costs Agreement;
- You require us to act unlawfully or unethically;
- You are dishonest or misleading in your dealings with us;
- You fail to give us adequate instructions within a reasonable time;
- We are unable to properly verify your identity or your authority to give instructions;
- We are unable to obtain information or documentation we reasonably require in order to comply with our legal or regulatory obligations (including CDD information);
- You give us instructions that are deliberately false or intentionally misleading;
- You indicate that you have lost confidence in us or are unhappy with the service provided;
- You engage another law practice to advise you on this matter without our consent;
- You lose legal capacity;
- You fail to agree in writing to any reasonable amendment to this agreement, such as a change to the personnel handling the matter or a change to the charge rates; or
- You choose not to follow our

advice, for example, to accept or not accept an offer of settlement contrary to our recommendation.

We may also terminate this Agreement without reason at any time.

We are likely to terminate this Agreement if a conflict of interest or other matters arises which, in our absolute discretion, has the potential to prevent us from acting or continuing to act for you.

To remove any doubt, if the agreement is terminated either by you or us, you will be required to pay our Legal Costs, for all work conducted to the date of termination. On termination, we are entitled to retain possession of your documents and trust money while there is money owing to us for our Legal Costs unless and until security is provided for, our Legal Costs.

If the matter involves a fixed Professional Fee (whether for the entire scope of work or just a stage of the work), you must pay the part of that fixed fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus Disbursements, subject to your right to a costs assessment. You will be liable to pay our Legal Costs whether or not the other party to any court proceedings has to pay your Legal Costs of the proceedings. If this Costs Agreement is a conditional costs agreement whether with or without an Uplift Fee then in addition to the circumstances above, we may cease to do the work and may terminate the Agreement if we cannot retain Counsel of our choice on a conditional costs agreement in a litigation matter

Professional Standards

and Limitation of Liability Scheme

As part of our commitment to high standards, our solicitors participate in a professional standards scheme administered by the Professional Standards Council. As a larger practice, our solicitors are class 1 members of the scheme which also varies the limitation of liability under the scheme. For more information you can contact us, and you can also contact the Professional Standards Council in your state or territory.

You acknowledge that this scheme applies to our relationship with you. To the extent permitted by law, you agree that our liability for any loss or damage you suffer as a result of our work is capped at \$10,000,000.

Referrals

If we confirm in writing that you were referred to us by another law practice under a referral arrangement, then you authorise the referral arrangement and for us to notify the law practice referrer:

- That you have entered into a Costs Agreement with us;
- Of our standard fees and costs for this kind of legal matter; and
- Of financial status summaries of your matter comprising our fees invoiced and paid.

You also acknowledge that:

- Other law practices may be prepared to act for you without reference to a referral arrangement; and
- You are entitled to take independent legal advice

before entering into this Costs Agreement.

Privacy Act and information storage

The Privacy Act 1988 (Cth) ('Privacy Act'), Privacy Regulation 2013 ('Regulations'), Credit Reporting Privacy Code ('CR Code') and registered privacy codes govern the way in which we must manage your personal information (including your credit related personal information).

The Privacy Act 1988 (Cth) and other privacy legislation may apply when we collect personal information from you. Except for your name and address, this information is also confidential and may be protected by legal professional privilege.

You consent to us verifying your and your representative's identity electronically and to us disclosing your information to third parties to help us meet our AML/CTF obligations.

Our obligations under Australia's privacy laws are reflected in our Privacy Policy and Credit Information Management Policy. These documents explain how we handle your personal information and are available on our website or through requesting a copy from our office.

If you do not provide the personal information we request from you, we are not likely to be able to provide legal services to you. We are conscious of the importance of maintaining the confidentiality of your personal information. You can be assured that we only collect personal information that is necessary for us to provide legal services to you or provide information to you. We also take all possible steps to ensure that your personal information

is not disclosed to, or accessed by, unauthorised persons. Excepting the limited circumstances provided for in the Privacy Act, you are able to gain access to any personal information which we may hold about you. Should you wish to obtain access to such information please either telephone us or provide us with a written request by writing to us. Our contact details are listed in this agreement.

You authorise us to disclose any information we hold about you at our discretion in connection with the provision of legal services to you, as well as additional products and/or services that we may think to be of benefit to you.

Disclosure of such information may also be compelled by law and you authorise us to disclose this information where we are lawfully obliged to do so.

You agree that, unless you instruct us otherwise in writing, we may disclose information (including confidential information and personal information about you and your matters) to any incorporated legal practice whose shares are held by the shareholder of McKays NQ Pty Ltd.

Further, in certain circumstances, where you fail to meet your payment obligations to us, we may report or disclose your credit related personal information to a credit reporting body, such as Equifax Inc. You acknowledge you consent to us doing so.

By accepting this Agreement you agree that we may give information about you to a credit reporting organisation in order to obtain a consumer credit report about you, and/or allow them to create or maintain a credit information file containing information about you. The

information however is limited to:

- Identity particulars – your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
- The fact that you have applied for credit and the amount (which will be our estimate of the likely Legal Costs);
- The fact that we are a current credit provider to you;
- Details of any accounts which are overdue by more than sixty days, and for which debt collection action has started;
- Advice that an account is no longer overdue in respect of any default that has been listed;
- Dishonoured cheques – cheques drawn by you for \$100.00 or more that have been dishonoured more than once.

We may also use your contact details to advise you of updates in the law through our newsletters (including by email) or other issues or services we believe you may be interested in and may ask you randomly to respond to surveys, to ensure we meet your requirements. You acknowledge you consent to the use of your details for these purposes. You may however, at any time, unsubscribe from any of these communications by following the unsubscribe procedure detailed in the communication.

We may store your personal and confidential information in the "cloud" as that term is colloquially used - meaning that the information may

be provided to third parties including to overseas recipients who are not bound to observe the Privacy Act. You acknowledge that you consent to us doing so and release, discharge and hold us indemnified against or in respect of any claims, actions, liability together with any costs on an indemnity basis arising therefrom.

If you are a member of a professional, business or trade association or organisation and it has referred you to us for the provision of legal services, you agree that we may disclose to it the fact that we are acting for you in a matter or give it other information relevant to you you consent to us doing.

Official enquiries

We may be required to participate in an inquiry, commission or proceeding because we have acted for you or have received documents or information in acting for you. This may involve us producing documents or seeking to claim or defend your privilege to resist inspection or disclosure or even giving evidence at an inquiry, commission or proceeding. We will seek your instructions at the time, if we are permitted by law to do so, but you agree that we may produce the documents or make the disclosure where we are lawfully obliged to do so. You also agree to pay our Legal Costs and Disbursements covering the time we spend in that regard on a time basis at the rate set out in our latest Costs Agreement with you.

Statutory obligations

We are subject to statutory obligations

including reporting obligations, that may include your confidential information. agreement.

Storage of documents

In respect of each of your matters, you authorise us to:

- Maintain and store our file electronically only, with no physical files being held or stored;
- Scan and save electronic copies of any physical documents on files transferred to us by your advisors or another law practice which we believe are relevant and then destroy the physical document;
- Retain a physical or electronic copy of your file (including any confidential information or intellectual property) if you ever request the file from us;
- Destroy our file (including any papers, documents, plans, photographs or written or electronic records) after three years from the earliest of the date of our last bill to you in respect of the matter or the completion of work on the matter - this does not include documents we agree to hold in safe custody.

Safe Custody

We may agree to store documents or other items (Documents) on your behalf in safe custody. If that occurs then you agree that the following terms apply.

The Documents stored in safe custody are at your risk.

Although we will make reasonable endeavours to protect the Documents

from unauthorised access, loss and theft and from destruction or damage by fire, adverse weather event or other acts of God, we are not to be responsible for any cost or damage suffered by you or for the costs of replacement of the same if the Documents are accessed without authorisation or are lost, stolen, damaged or destroyed.

You expressly warrant to us that you have retained a copy of the Documents and will store paper and electronic copies of the same in a safe place so that if the original of a Document is lost, stolen, damaged or destroyed, you may utilise the copy of the same for its intended purpose (where permitted by law to do so).

We may, but are not obliged to, make and keep an electronic copy of the Documents in case they are lost, stolen, damaged or destroyed.

You agree to indemnify us against any claims made against us for any cost, damage, loss or expense arising out of any of the Documents being accessed without authorisation, lost, stolen, damaged or destroyed. If there is more than one of you then you give the indemnity jointly and severally.

We will not necessarily be reviewing Documents received from you or from third parties on your behalf and we do not and cannot make any representation or warranty as to the accuracy or suitability of any such Documents for their intended purpose.

We have no responsibility to keep you informed of changes you should make or consider making to any Documents, including as a consequence of future changes in the law.

We are not responsible for informing any

We may give possession of any Documents held on your behalf and assign our rights and obligations under this Agreement to any person or entity who acquires the legal practice conducted by us. We agree to give notice of such assignment to you.

We may require you to collect or accept delivery of any Document at any time in which case you agree to make arrangements to collect the Documents not later than ten (10) days after the giving of such notice.

If the Documents are not collected within the ten (10) days then we may post the original Documents to you at the address last notified to us, whereupon we shall have no further responsibility for the Documents - including where the Documents are lost, damaged, destroyed, stolen or interfered with in transit or on delivery to the postal address. We are not obliged to insure the Documents against any risks when sending them to you. In this case you agree to reimburse us for the costs of postage of the Documents to you.

Where you seek to collect the Documents, or have the Documents sent to you or to a third party, then you agree to reimburse us for the actual costs incurred in retrieving the Documents from any storage facility and for postage of the Documents to you. You further agree that, if requested at the time to do so, you will pay to us a reasonable fee for the retrieval and release of the Documents of not more than \$100 + GST.

Feedback

In order to provide the highest standards of service, we welcome your feedback. If you are concerned about the way your

matter is being handled, please mention it first to the person looking after your matter. If you are still unhappy (or feel you are unable to discuss the problem with the person looking after your matter) please contact one of the principals who will investigate your concerns and contact you to discuss the problem. This will be at no cost to you.

To ensure we meet your requirements we randomly invite our clients to respond to surveys. This is to assist us to provide a better service to you and other clients. The answers are confidential. Please do not be threatened by the survey, as it is not part of the billing process and will not be charged to your account.

Queries and independent advice

If you have any questions about this Agreement, you should ask us before you sign it or obtain independent advice from another solicitor as to its legal and practical nature and effect and as to whether or not it is in your interests. If you wish to seek such advice and you need help to find a suitable independent solicitor, we can provide you with a selection of solicitors or you can obtain a reference from the Queensland Law Society as they can assist you.

General

Each provision of this Costs Agreement is separate and severable from the other provisions. If any whole or part provision of the Agreement is found to be invalid or unenforceable, it shall be severed from the Agreement and the rest of the Agreement will remain effective.

Acceptance of offer

The presentation of these Standard Terms and Conditions to you (along with the

Work Schedule) is an offer to enter into a Costs Agreement with you. If this offer is accepted then you will be regarded as having entered into this Costs Agreement. This means you will be bound by the terms and conditions set out in the Work Schedule and these Standard Terms and Conditions, including being billed in accordance with it.

If the Work Schedule describes this Agreement as a conditional costs Agreement or incorporates Uplift Fees, this offer can only be accepted by signing and returning a copy of the Work Schedule.

In all other cases, acceptance of the offer may be by any one of the following ways:

- By signing and returning a copy of the Work Schedule;
- By signing and sending us a copy of the signed Work Schedule by facsimile or electronic transmission;
- By verbally telling us you accept the Agreement; and
- By conduct such as giving us instructions after receiving Work Schedule from us or by failing to advise us within a reasonable time of the offer that you do not agree to the terms of this Costs Agreement.

Urgent work

If you have asked us to do any urgent work before your acceptance is received in any of the ways above, you are still liable to pay our Legal Costs unless they are incurred after you instruct us to cease acting.

Your legal costs – and how to keep them down

In most matters the Legal Costs we charge involves using charge rates for the members of the team working on the matter. As mentioned above, each team member has his or her own rate of charge depending upon his or her level of experience and efficiency. Generally the more skill and knowledge a team member has the greater the charge.

By delegating the work to the most appropriate person we are able to keep the total Legal Costs to a minimum.

We take great care to ensure that we spend no longer than is necessary to carry out your work properly and that the appropriate team member does the appropriate work. The time we spend working for you.

- Keep a file of all documents and correspondence you receive from us that relate to the work we are doing for you. If you have the file with you whenever you communicate with us by telephone or in the office, you will have all the information you need to get the most from our discussions;
- Keep the length of telephone calls to us to a minimum. Having your file with you at the time can help;
- Consider if your solicitor's secretary can answer any question you have;
- Bring your file with you when attending our office to ensure the interview is as productive as possible. Any information that you can give us that avoids the necessity to obtain that information ourselves will reduce your Legal Costs. Particularly for first

interviews, it is important that you bring all possible documents and information you have available; and

- If during an interview or a telephone call you are asked to gather any information or document or asked to take any action, make a list of what needs to be done and attend to it as soon as possible. This not only avoids delay but also avoids us more than you think is reasonable or which is more than you had budgeted for.

Working together to keep your Legal Costs down helps us to help you, and makes us more efficient. The last thing we want to do is give you a bill that is more than you think is reasonable or which is more than you have budgeted for.

Our Services with a Unique Focus

McKays NQ is a proactive legal practice focused on the real needs of our clients.

Our people are experienced in their diverse fields and are passionate about what they practise.

We provide our clients with practical advice for real results.

Business Focus

Business Structuring & Risk
Building & Construction
Commercial & Business
Commercial Disputes
Commercial Property
& Development
Credit Management
Employment
& Workplace Safety
Government
Insurance
Intellectual Property
Maritime & Ports
Mining & Resources
Migration
Planning & Environment
Reconstruction & Insolvency
Rural & Farming
Self Managed Super Funds
Taxation

Personal Focus

Asset Protection
Bankruptcy
Challenging Wills
Court & Litigation
Credit Management
Criminal
Family Law
Migration
Reconstruction & Insolvency
Residential Conveyancing
Rural & Farming
Self Managed Super Funds
Taxation
Town Planning & Property
Development
Wills & Deceased Estates

> Our focus, we will...

- > Always **listen** to you properly
- > Speak to you in **plain English** so you know exactly where you stand
- > **Explain** to you clearly and upfront, how much you will need to invest in any service you require help with
- > Ensure that there is a **certainty** of exactly what it is we are to do for you and always confirm that in writing
- > Ensure you **know how long** the work we are to do for you should take
- > Always explain what is **involved** and how things work
- > Keep you **informed** every step of the way



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