

Initial Consultation

Costs Agreement



Background

- A. Under the *Legal Profession Act 2007* (Qld), we are required to provide certain disclosure and enter into a costs agreement with you for our legal services.
- B. This Costs Agreement sets out the terms of our engagement.

1. Scope of Engagement

- 1.1. You have instructed us to provide you with an initial legal consultation with one of our lawyers which includes a one hour meeting with you in person, via telephone or teleconference (the **Service**).
- 1.2. The scope of our engagement will be limited to the matters listed above and is provided subject to the terms set out in this Costs Agreement.

2. Fees

- 2.1. Our fees for providing the Service are fixed at \$440 (including GST) (the **Service Fee**).

3. Costs

- 3.1. You will be charged for any Costs we incur in connection with providing the Service to you.
- 3.2. There are no Costs at this stage, but if any are expected to arise (e.g. if you ask us to conduct some searches for you), we will seek your express authority before incurring those Costs.
- 3.3. Unless we advise you otherwise, we will incur GST-free costs as your agent. We may also incur non GST-free costs as your agent, in which case we will give you the tax invoice from the relevant supplier, so you can claim any input tax credits.

3.4. Other Costs may be incurred by us other than as your agent, for example:

- a. expert consultants', accountants', engineers' or medical specialists' fees, where engaged by us;
- b. search fees, outsourced document production, filing and lodgement fees that are not GST-free; and
- c. investigators' and agents' fees.
- d. The amount you pay us for the Costs in clause 3.4 (before adjustment for GST under clause 7), is the amount incurred by us on your behalf, less any GST input tax credits claimable by us.

3.5. We may ask you to pay money into our trust account for anticipated Costs which arise.

4. The Service

4.1. Without limitation, the Service does not include:

- a. conducting due diligence into your business or circumstances;
- b. implementing any recommendations made during the consultation; or
- c. preparing, advising on or reviewing legal documentation.

4.2. If you request that we attend to any work which is outside the scope of our engagement under this document (**Additional Services**), the Additional Services will be undertaken at our standard hourly rates. You can request that we provide a fixed fee quote for this work.

5. How we charge you for our professional services

5.1. We will charge you for the Service Fee on the Commencement Date via the Payment Method.

- 5.2. We will invoice you for the Service Fee after the Service has been provided (i.e. after the legal consult meeting).
- 5.3. The Service Fee charged on the Commencement Date will be held in our trust account pending invoicing as above, accordingly, we will issue a trust account receipt (not an invoice), for the Service Fee on or about the Commencement Date.
- 5.4. If we provide any Additional Services at our hourly rates, to calculate time charged, we operate on units of six minutes. The cost of each unit is 10% of the hourly rate of the person doing the work. If the time taken is less than six minutes, one unit (six minutes) is charged. If the time taken is not an exact multiple of six minutes, the time charged is rounded up to the next multiple of six minutes.
- 5.5. Our hourly rates are as follows (from 1 July 2025):

	Hourly rate (ex GST)	Hourly rate (incl GST)
Director	\$540.00	\$594.00
Special Counsel	\$540.00	\$594.00
Senior Associate	\$450.00	\$495.00
Associate	\$360.00	\$396.00
Lawyer	\$310.00	\$341.00
Graduate Law Clerk	\$255.00	\$280.50
Law Clerk	\$205.00	\$225.50

- 5.6. Our hourly rates generally increase on 1 July each year. We may also, by written notice, increase the hourly rates.

6. Your payment obligations

- 6.1. You agree to pay us the Service Fee for the Service via the Payment Method.
- 6.2. You agree to us charging your Payment Method for:
- a. the Service Fee pursuant to clause 5; and
 - b. any Costs or the interest and fees payable under clause 6.5, upon an invoice being issued by us for those amounts;
- via our third party service provider, Stripe Payments Australia Pty Ltd ACN 160 180 343 (**Stripe**).
- 6.3. You warrant that you are the account holder or authorised signatory of the Payment Method.
- 6.4. Except where required by law or otherwise stated in this document, we do not provide any Service Fee refunds, though we may offer discounts or credits at our discretion.
- 6.5. We reserve the right to charge:
- a. interest on overdue amounts at the rate equal to the Cash Rate Target set by the Reserve Bank of Australia (as at the date our invoice was rendered) plus 2% from the time the amount falls due until it is paid in full (without limitation to our other rights at law or in equity). This is a benchmark rate of interest; and
 - b. any fees for a failed Payment Method charge attempt which are charged to us by Stripe.
- 6.6. You authorise us to pay:
- a. the Service Fee pursuant to clause 5 from money held in trust on your behalf on account of the Service Fee; and
 - b. any other amount owing under this document, from money held in trust on your behalf on account of that amount, if we notify you in writing that trust money will be transferred from trust to pay that amount.

6.7. You authorise us to send invoices to you electronically.

7. GST

7.1. The Service Fee and Costs are generally subject to GST (which at the date of this document is 10%), if there is a sufficient connection with Australia. If so, we are required to remit GST and (excluding those costs incurred as your agent) we will charge the applicable GST in addition to the GST exclusive amount of the Service Fee and Costs.

8. When we act for multiple clients on the same matter

8.1. When acting for more than one person, we act in the best interests of each person. If that becomes impracticable or impossible, we will advise each person to seek separate advice.

8.2. When instructions are requested, we must seek the instructions of all persons, except:

- a. on relatively insignificant matters, where we may act on the instructions of one person; or
- b. where we receive instructions from one person, and that person indicates that those are the instructions of all persons.

8.3. All persons are jointly and severally responsible for our Service Fee and Costs. That means all persons are responsible for the whole amount but also, each person is individually responsible for the whole amount. Although you may decide the proportion that each person must pay for the Service Fee and Costs, we are not bound by any decision or agreement between you.

9. What are your obligations to us?

9.1. Your duties are:

- a. to give us full, frank and timely disclosure of all information which might influence our decision to act for you;

- b. to not deliberately withhold relevant information from us;
- c. to be prompt and thorough in providing instructions to us;
- d. to ensure that at all times you, or someone with knowledge of your matters, is available to give instructions, particularly at key milestones in your matter.

10. Our obligations to you

10.1. Our duties are:

- a. to provide our legal services with professional skill and diligence;
- b. to keep you informed of the progress of any legal services, and give a progress report when asked; and
- c. to advise you of any substantial change to this Costs Agreement.

11. Potential Conflicts

- 11.1. We may act for businesses which are within the same industry as you or competitive with your products/services. Please note that we may not be able to act for you (or provide you with the Service) where we identify a conflict, such as where we are already engaged by a party who you are in a dispute with.

12. Referrals

- 12.1. We may refer you to other professionals from time to time (e.g. lawyers, accountants, financial advisors) (**Referee**), for example, upon request by you or if you require advice in relation to a practice area which we do not specialise in. In relation to these referrals, please note that:

- a. we do not provide any warranty or make any representation as to the suitability or quality of the Referee's goods or services;
- b. we may receive a commission or other benefit from the Referee for providing the referral; and
- c. you are under no obligation to accept the referral.

12.2. From time to time, we may pay commissions or provide other benefits to other professionals for referring clients to us.

12.3. We ensure that the advice we provide to you is not influenced by the existence of any of the above referral relationships and any commission or other benefit received is fair and reasonable in the circumstances.

13. Termination

13.1. We may decline your application for the Service within seven days of the Commencement Date for any reason by notice to you (e.g. if we have identified a conflict or your payment attempt failed). If we decline your application we will provide you with a full refund of any Service Fee paid by you.

13.2. We may terminate the Service by giving at least seven days written notice to you for any reason, including if:

- a. you breach the Costs Agreement;
- b. you instruct us to act unlawfully or unethically;
- c. you do not give us adequate instructions or make material misrepresentations about facts relevant to the matters you require advice in relation to;
- d. you tell us that you have lost confidence in us;

- e. you lose legal capacity;
- f. you do not pay invoices or pay money into our trust account on account of anticipated fees and costs within 7 days of being requested to do so; or
- g. we have an interest in a matter for another client that is adverse to your interests.

13.3. To the extent permitted by law, we may, by way of lien, retain possession of your funds, file and any other property of yours in our possession until all outstanding amounts due under this document have been paid.

14. Things to remember about our advice

- 14.1. We will let you know if the advice given to you by us is based on any assumptions, qualifications or both. We do not provide financial advice. Please speak to a qualified accountant and/or financial advisor if you require assistance in this regard.
- 14.2. Once our advice is given, we are not liable for any part of the advice that is then found to be incorrect due to a later change in events, a change in law or the interpretation thereof, further information being given, further assumptions being made or assumptions on which the advice was based proving incorrect.
- 14.3. If you engage us solely to prepare legal documents, that engagement does not include the provision of legal advice in relation to those documents.
- 14.4. You will need to ensure that any information you provide to us is accurate and complete as we will not verify any information you provide to us (unless this is specified as being within the scope of our engagement). Our advice only takes into account the information and circumstances you notify us of.
- 14.5. Our advice is given exclusively to you.

14.6. We are not responsible to anyone else, whether in negligence or otherwise, for any loss suffered by them as a result of them relying on our advice to you.

15. Cap on liability

- 15.1. Our liability for any loss or damage you may suffer in connection with the Service (however caused, including by our negligence) is capped at \$10 million. This cap applies to any single or cumulative claims by you, and you agree we may plead this limitation of liability in defence to any claims you may bring against us for any such loss or damage.
- 15.2. The *Competition and Consumer Act 2010* (Cth) (**CCA**) provides that there are certain non-excludable guarantees in relation to the supply of services to consumers. However, in certain circumstances, the CCA permits suppliers of services to limit their liability for failing to meet such a guarantee to supplying the services again or paying the cost of having the services supplied again. If we supply you services in circumstances where the CCA permits us to limit our liability in this way, then you agree that our liability for failing to meet a guarantee is limited (at our election) to supplying you the services again or paying you the cost of having those services supplied again.
- 15.3. Clause 15.2 only applies to guarantees under the CCA and does not affect your ability to make a claim against us for breach of contract or negligence, in which case the limitation in clause 15.1 applies.
- 15.4. You acknowledge you are advised, and have had the opportunity, to seek independent advice about the Service and this Costs Agreement.
- 15.5. You also acknowledge you may be able to retain other solicitors who may charge lower fees than the ones set out in this Costs Agreement.

16. Intellectual Property

- 16.1. We retain all rights held by us (including intellectual property rights) in all legal advices, documents and any other materials we create (**Materials**), and grant to you a limited license to use the Materials which we create as part of our engagement by you for the personal and business purposes for which we were engaged to prepare those Materials. You may not sell, rent or otherwise commercially exploit the Materials, or any part or derivatives thereof, without our prior written consent.

17. Our obligations in relation to your records

- 17.1. We will retain your file for seven years after completion of our engagement, after which it will be destroyed unless otherwise directed by you in writing.
- 17.2. You authorise us to retain a copy of your file, if you ask for the original file or part of it, including us retaining a copy of any confidential information or intellectual property that may be on the file.

18. Our obligations to you with regard to privacy

- 18.1. We may collect, use and disclose personal information about you in the course of providing our services, in particular we may record and retain a recording of all conversations with you and you consent to us doing so by entering into this agreement.
- 18.2. We collect personal information directly from you as part of providing our services for you and from third parties who assist us with our business.
- 18.3. We use and disclose personal information collected about you for the purposes of providing the Service, facilitating internal business operations (including the fulfilment of any legal and regulatory requirements) and giving you other information that may be of interest to you.

- 18.4. We may also disclose your personal information to our related entities, affiliated organisations, service providers and other agencies (**Providers**) who assist us in providing the services in clause 18.3 to you. Some Providers may be based overseas or use overseas infrastructure (in countries including the United States of America and India) to perform services for us.
- 18.5. If personal information given to us is incomplete or inaccurate, it may delay our internal business operations and we may not be able to effectively work with you or provide the Service.
- 18.6. Our privacy policy contains detailed information about how:
- a. we use, disclose and secure your personal information;
 - b. you access and seek correction of your personal information;
 - c. you complain about privacy related matters; and
 - d. we respond to complaints.
- 18.7. You may obtain a copy of our Privacy Policy from our [website](#).
- 18.8. You authorise us to disclose that we act for you in our promotional material.

19. Acceptance of terms

- 19.1. You confirm your acceptance of the terms of this Costs Agreement by sending us an email, continuing to instruct us or by accepting these terms as part of completing the Sign Up Form.

20. If you have a problem or complaint

- 20.1. If you experience a problem with our services, believe you have been incorrectly charged, wish to discuss legal costs or wish to make a complaint about an invoice, contact Brendan Leighton, Managing Director on +61 7 5444 5496.

- 20.2. If you are not satisfied with the way the problem or complaint has been resolved, you may contact the Queensland Law Society on +61 7 3842 5842 or GPO Box 1785, Brisbane, Queensland 4001, Australia.
- 20.3. We suggest you obtain independent legal advice about remedies in a dispute about the Costs Agreement.

21. General

- 21.1. We may amend this Costs Agreement from time to time. We will provide you with prior notice of any material amendments.
- 21.2. You must not assign, transfer or otherwise deal with your rights and obligations under this Costs Agreement without our prior written consent.
- 21.3. This document supersedes all previous agreements about its subject matter and any agreements collateral to those agreements. To the extent permitted by law, this document and the Sign Up Form embodies the entire agreement between the parties.
- 21.4. To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.
- 21.5. Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this document.
- 21.6. Queensland law governs this document.
- 21.7. Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

21.8. A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

21.9. A notice, consent or communication under this document is only effective if it is:

- a. in writing in English, signed by or on behalf of the person giving it;
- b. addressed to the person to whom it is to be given; and
- c. given as follows:
 - i. delivered by hand to that person's address;
 - ii. sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas; or
 - iii. sent by email to that person's nominated email address.
- d. A notice, consent or communication given under clause 21.9 is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by email	<ul style="list-style-type: none"> a. that day, if delivered by 5.00pm on a Business Day; or b. the next Business Day, in any other case.
Sent by post	<ul style="list-style-type: none"> a. three Business Days after posting, if sent within Australia; or b. seven Business Day after posting, if sent to or from a place outside Australia.

21.10. A person's delivery, postal or email address is as last notified to the other party, but as at the date of this document is:

- a. for you – the postal and email address nominated by you in the Sign Up Form;
- b. for us – PO Box 1076, Mooloolaba QLD 4557 (postal address) or
admin@neweralaw.com.au (email address).

22. Definitions and interpretation

22.1. Definitions

In this document:

Defined term	Definition
Business Day	means a day which is not a Saturday, Sunday or public holiday in Maroochydore, Queensland.
Client	means the person named as such in the Sign Up Form.
Commencement Date	means the date you successfully complete the sign up process for the Service via the Sign Up Form.
Costs	means the costs set out in clause 3.
Costs Agreement	means this document.
GST	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Payment Method	means the credit or debit card which you nominated in the Sign Up Form.
Service	has the meaning given to it in clause 1.2.
Service	has the meaning given to it in clause 1.1.

Service Fee	means our fees for providing the Service, as set out in clause 2.1, subject to variation pursuant to this document.
Sign Up Form	means the form accessible via our website .

22.2. Interpretation

In this document:

- a. a singular word includes the plural and vice versa;
- b. a word which suggests one gender includes the other gender;
- c. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- d. a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- e. a reference to a person includes a corporation, trust, partnership, unincorporated body, government, governmental agency local authority statutory body, or other entity whether or not it comprises a separate legal entity;
- f. a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- g. a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;

- h. a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- i. if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- j. a reference to a year or a month means a calendar year or calendar month respectively;
- k. the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- l. this document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself;
- m. headings, footnotes and contents are for convenience only and do not affect the interpretation of this document;
- n. a reference to a monetary amount is a reference to the currency of Australia;
- o. a reference to 'us', 'our' or 'we' is a reference to New Era Lawyers Pty Ltd;
- p. a reference to 'you' or 'your' is a reference to the Client.