

# Standard Terms of Engagement

In accordance with Part 3.3 of the *Legal Profession Act 2007 (Act)*

## Thank you for choosing Edge Legal

Set out below are our Standard Terms of Engagement (**Standard Terms**) which apply to all services provided by Edge Legal Holdings Pty Ltd trading as “Edge Legal Employment & Safety” and which together with the attached letter or accompanying email (**Client Service Letter**) comprise our offer to you to enter into a costs agreement (**Costs Agreement**). Where there is any inconsistency between the Client Service Letter and these Standard Terms, the Client Service Letter will prevail.

## 1 SERVICES

### 1.1 Current services

Details of the Services that you have asked us to provide, the professional staff responsible for providing the Services, the supervising Director and basis for charging our fees are set out in the Client Service Letter.

### 1.2 Other services to you

We will provide you with other services that you specify from time to time, if no conflict of interest or other factors prevent us from accepting your instructions.

### 1.3 Our obligation to notify you

Under the Act, we have an ongoing obligation to notify you in writing of any substantial change to the matters disclosed in this Costs Agreement. We will provide you with written notification of any such changes as soon as reasonably practicable after we become aware of it.

### 1.4 Provision of information by you

You must provide us with timely, accurate and proper instructions, including all documents and other records relevant to the Services we are providing you.

## 2 PROFESSIONAL STAFF

### 2.1 Supervising Director

The supervising Director is responsible for supervising the Services provided to you and for keeping you properly informed. You should feel free to contact that Director at any time to discuss any aspect of your matter including costs.

### 2.2 Professional staff responsible for your matter

The professional staff responsible for your matter will be the person we assess to be best qualified to meet your needs. We are always happy to discuss with you any matters concerning the Services provided by our professional staff.

### 2.3 Other personnel

It may be necessary in connection with your matter for us to also involve other Edge Legal professional staff with particular areas of expertise, or for us to delegate particular tasks to other Edge Legal professional staff. This may then involve the supervising Director or professional staff reviewing the work done by others.

## 3 HOW WE CHARGE FOR OUR WORK

### 3.1 Basis of Fees

Our fees will be charged on the basis set out in the Client Service Letter.

Where our fees have not been agreed otherwise our default hourly rates will be as follows:

Director	per hour	\$540
Associate Director	per hour	\$495
Senior Lawyer	per hour	\$450
Lawyer	per hour	\$350-400
Graduate	per hour	\$250

### 3.2 Rates

Where our fees are based on time costing, you will be charged according to the time worked by each person on your matter, with each hour broken down into ten six minute units. Rates will vary according to the type of services to be provided and experience of the professional staff involved. We may adjust our rates where a matter is urgent or involves special skills or responsibilities. All rates

and other charges are reviewed regularly and may change during the course of a matter. Revised rates will apply to a matter from the date of the change. You will be advised of any changes in our rates or charges.

### 3.3 Disbursements

In the course of acting on your behalf we may incur disbursement expenses that are reasonably associated with your matter. These may include, but are not limited to, filing and registration fees, expert's fees, bank charges, travel expenses, stamp duty, courier fees, and company and title search fees.

Unless the Client Service Letter provides otherwise, these expenses will be in addition to the fees that you will be charged. In some cases, we will incur those disbursements as your agent and you will be solely responsible for payment of those expenses to the provider of the service, including any goods and service tax (GST) that may be payable in relation to such expenses. Otherwise, we will incur the expenses on your behalf and will seek reimbursement from you.

### 3.4 Audit Letters

The preparation of audit response letter for compliance purposes, as required, will be billed at a fixed fee of \$350 + GST.

## 4 ESTIMATES

### 4.1 Estimate

Any estimates of our fees, charges and expenses in connection with the Services which is set out in the Client Service Letter are given in good faith and will not be legally binding unless the Client Service Letter expressly provides that it is.

It is often difficult to estimate the amount of fees, charges and other expenses. The final amount will depend on the amount of time involved in working on the matter, and the experience, skills and hourly charge out rate of the professional staff who provides the Services.

### 4.2 Variables

There are many variables which may impact on the final cost of the Services. As a general rule, the factors which are most likely to affect cost are:

(a) the number and length of meetings and

discussions with you or with other persons or their lawyers;

- (b) the number and length of documents to be reviewed or drafted; and
- (c) the extent to which written advice on legal issues or documentation is required.

Some of the other factors that may affect cost are:

- (a) the completeness of your instructions;
- (b) changes in your instructions;
- (c) the attitude and conduct of other persons or their lawyers;
- (d) delays in obtaining relevant information;
- (e) need to engage or obtain advice from barristers, accountants, other lawyers or consultants;
- (f) the number of persons involved;
- (g) the nature of any documentation required;
- (h) changes in the law; and
- (i) complexity or uncertainty about relevant questions of law.

### 4.3 Variables if matter is litigious

In disputes or litigious matters, costs will be affected by factors such as:

- (a) the number of parties involved in the dispute. New parties may be added to the dispute after dispute resolution procedures have commenced; the types of procedures undertaken by each party in preparing for a trial, for example examining relevant documents. If large numbers of documents must be handled the time taken to prepare properly for trial and consequently the cost involved will increase;
- (b) failure by parties to comply with court rules or orders of the court and any consequent necessity to enforce court orders against parties;
- (c) the number and nature of witnesses who may have to be involved in a trial or have knowledge about the issues involved in the dispute;
- (d) court delay or the failure of the court to be able to hear a dispute or some part of a

dispute on the appointed day; and

- (e) the issues arising related to the dispute, which result in a need to review the conduct of the matter.

#### 4.4 Other variables

Any other variables that may be relevant to the cost of the Services to be provided on a matter will be discussed with you or detailed in the Client Service Letter.

## 5 LITIGIOUS MATTERS

### 5.1 Additional legal cost risks

If your matter is litigious, we are required to inform you of additional legal costs risks associated with your litigation.

### 5.2 Recovery of costs

In the event your matter is successfully litigated (i.e. you win), you may be entitled to recover some of your legal costs from the unsuccessful party.

However, it is important to note:

- (a) you will be required to pay our fees prior to the recovery from the unsuccessful party of all or part of our legal costs;
- (b) legal costs are generally difficult to recover in the Fair Work Commission, State Industrial Commissions, State and Federal Anti-Discrimination Commissions and Tribunals and if recoverable from the unsuccessful party will usually be in the range of 40-50% in the Magistrates Court; 60-70% in the Supreme Court; and 70-90% in the Federal Court;
- (c) not all disbursements incurred in the running of your matter may be recoverable from the other side, but all disbursements will be payable by you regardless of the outcome of the matter; and
- (d) the shortfall between the amount charged to you by us, and the amount paid by the unsuccessful party, will be payable by you.

### 5.3 If you are unsuccessful

If your matter proceeds to hearing and you are unsuccessful, the relevant Commission, Court or Tribunal may order you to pay the successful party's

costs. You are highly unlikely to be ordered to pay all of the successful party's costs; however it is likely you would be ordered to pay costs on the same percentages that we have set out above in paragraph 5.2(b).

An order to pay the other party's costs will be in addition to:

- (a) any amount the other party has successfully sued for;
- (b) any amount otherwise agreed against you by the Court or Tribunal; and
- (c) your legal costs.

### 5.4 Estimate of other party's costs

If relevant to your matter, we will discuss with you or set out in the Client Service Letter the likely costs of the other party.

## 6 MONEY HELD IN TRUST

We do not operate a Trust Account.

## 7 ACCOUNTING TO YOU

### 7.1 Billing period

You will be liable to us for the professional services we provide as they are provided to you. We may render interim accounts to you for professional work performed on your behalf on a monthly basis, or such other longer time period as we may choose.

### 7.2 Disbursements

We will render accounts to you for disbursements that we incur as they are incurred, or prior to us incurring them.

### 7.3 Payment terms

All interim and final accounts for professional work performed on your behalf and disbursements must be paid within 14 days of the invoice being sent to you at your last known address.

### 7.4 Further itemisation

When you receive our account and you wish us to itemise it further, please notify us in writing. This request must be made within 30 days of you receiving our account.

### 7.5 Continuing work

We reserve the right to stop all legal work for you until outstanding invoices on all of your matters are paid in full.

## 8 INTEREST

### 8.1 Payment of Interest

We reserve the right to charge compound interest on amounts overdue by 30 days or more at the overdue interest rate set out in clause 10.2 below from the due date of the invoice until payment.

### 8.2 Overdue interest rate

The per annum interest rate for overdue accounts is the sum of 2% plus the maximum percentage specified at the date of our account by the Reserve Bank of Australia as the Cash Rate Target.

## 9 GST

### 9.1 GST exclusive

All our rates and charges referred to in these Standard Terms and the Client Service Letter or any other correspondence are exclusive of GST unless stated otherwise. Any applicable GST will be added to your bill. You will be responsible for paying any GST applicable to the legal and ancillary services provided to you.

### 9.2 Tax invoice

We will ensure that we provide you with a tax invoice to enable you, where appropriate, to claim the input tax credit in relation to the GST that you pay us.

## 10 ENDING OUR ENGAGEMENTS AS YOUR SOLICITOR

### 10.1 Termination

Unless otherwise expressly stated in the Client Service Letter, either of us can end this agreement on 14 days' notice in writing sent by email address for any reason whatsoever, provided that we will only exercise this right if we believe that it is reasonable to do so.

### 10.2 Reasons for termination

In particular, it would be reasonable for us to end this agreement if (without limitation):

- (a) you are not prepared to accept our advice;

- (b) you retain another solicitor;
- (c) your account is overdue without arrangement being made or you are subject to insolvency proceedings;
- (d) a conflict of interest arises or there is a conflict with our professional obligations;
- (e) there is a risk to our reputation if we continued to provide the Services;
- (f) we are required by law to cease working for you; or
- (g) you fail to properly provide us with information that we reasonably request of you.
- (h) you or your employees fail to engage with us in a respectful manner

## 11 PERSON TO CONTACT IF DISSATISFIED

### 11.1 Supervising Director

If you are at any time dissatisfied with the manner in which your matter is being handled, you should contact the Director responsible for your matter.

### 11.2 Failure to resolve concerns

The following avenues are available to you if you are unhappy with the bill:

- (a) request an itemised bill;
- (b) discuss your concerns with us;
- (c) have our costs assessed;
- (d) apply to set aside our Costs Agreement.

### 11.3 Costs assessment

If you wish to have your bill assessed by a costs assessor, you must make an application within 60 days of receiving your bill of costs (or within 60 days of paying the costs, if no bill was given to you). After this time, an application for a costs assessment may only be granted by the Supreme Court of Tasmania in certain circumstances.

### 11.4 Costs Agreement

We are also required to inform you that you may be entitled to have our costs agreement set aside in certain circumstances.

## 12 COMPLAINTS

### 12.1 Rights

You are entitled under Chapter 4 of the Act to file a complaint with the Legal Profession Board regarding the conduct of a solicitor.

### 12.2 Timing

A complaint must be made within three years of the conduct complained of. After this time, a complaint may only be made by the Board in certain circumstances.

## 13 GENERAL

### 13.1 Copyright

Copyright in documents prepared by us is and remains the property of Edge Legal Holdings Pty Ltd.

### 13.2 Progress Report

You may request a written report of the progress of the matter. We may charge you for the costs of preparing a progress report.

### 13.3 Changes to documents

If we transmit or provide any document to you or any other person and changes are made to that document without our approval, Edge Legal Holdings Pty Ltd is not responsible for any loss caused by the changes.

### 13.4 Email

Any communications or documents transmitted by email may be interfered with, contain computer viruses or other defects and may not be successfully replicated on other systems. We will not be liable for any copying, recording, reading or interference by others during or after a transmission, for any delay or non-delivery or for any damage caused in connection with a transmission. If you have any concerns about the authenticity of any communications or documents purportedly sent by us, please contact us immediately.

### 13.5 Archiving and destruction of files

Upon completion of your matter we will archive your file. Edge Legal Holdings Pty Ltd has no legal requirement to retain your documents (except documents in safe custody) after 7 years from completion of your matter. Edge Legal Holdings Pty

Ltd will destroy the documents relevant to your matter after the 7 years has passed. If you wish to have your file before destruction you will need to request it from us.

### 13.6 Specific rights

You have the right to:

- (a) negotiate a costs agreement with us;
- (b) receive a bill of costs from us;
- (c) request an itemised bill of costs within 30 days after you receive a lump sum bill from us;
- (d) request written reports about the progress of your matter and the costs incurred in your matter;
- (e) apply for costs to be assessed within 12 months if you are unhappy with our costs;
- (f) apply for a costs agreement to be set aside;
- (g) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (h) notify us that you require an interstate costs law to apply to your matter.

For more information about your rights, please read the fact sheets entitled *Your Right To Challenge Legal Costs* and *Legal Costs Your Right To Know*. You can ask us for a copy or obtain a copy from the Law Society or from the Law Society's website.

### 13.7 Limitation of our liability

The aggregate liability of Edge Legal Lawyers and any individual engaged by Edge Legal Lawyers in contract, tort, under statute or otherwise for any losses, damages, costs or expenses arising out of or in connection with the Services is limited to the sum specified in the Client Service Letter and if no such sum is specified, \$2,000,000. The above limitation of liability does not apply to and liability on our part for fraud or where such limitation is precluded by law.

### 13.8 Behaviour Expectations

Disrespectful behaviour, including aggressive, violent or threatening behaviour and sexual or sex-based harassment towards our people at Edge Legal will not be tolerated and may prevent you from accessing services or result in the termination of a retainer.

## **14 GOVERNING LAW**

### **14.1 Tasmania**

The laws of the State of Tasmania apply to legal costs in relation to your matter.

### **14.2 Law of an alternative jurisdiction**

You have the right to require that the law of another jurisdiction apply to legal costs incurred in your matter. Alternatively, we may write to you requesting that the law of another jurisdiction apply to legal costs incurred in your matter. Such a request may be accepted or rejected by you in writing.