

MATTER SPECIFIC FEE ESTIMATE

Must be read in conjunction with Cost Agreement – General Terms

Version dated 1 July 2022

Re [insert file name]

Service engagement with Crafers Law Pty Ltd (trading as Crisp Law)

To: [insert client name and contact] (Our Client)

We refer to your request that we provide legal services for you.

Scope of services to be provided

You asked us to provide the services detailed in the covering letter.

Estimate of professional fees and disbursements

Our costs for providing the services will be the total of the charges for our professional services and any disbursements that we incur on your behalf.

On our present instructions we estimate the cost of providing the services, inclusive of GST, is [insert amount]

This is an estimate and not a fixed quotation. Revised estimates will be provided if appropriate.

Our costs for any services provided in addition to the services presently requested will be calculated on the basis of our current rates for our professional work.

Unless otherwise stated all amounts include GST.

Professional fees

The calculation of our costs for our professional services will be based on the amount of time taken by our legal practitioners and paralegals to do the work.

We calculate time in six-minute increments.

We review our hourly rates regularly. Any proposal to vary rates will be discussed and agreed with you.

Our current charges exclusive of GST are:

- \$740 for a Principal
- \$660 for a Special Counsel
- \$450 to \$550 for an Associate
- \$320 to \$430 for a Solicitor
- \$300 to \$310 for a Graduate
- \$240 to \$280 for a Clerk/paralegal

Disbursements

We may incur disbursements (being money which we pay or are liable to pay on your behalf).

Disbursements incurred by us to provide services on your behalf will be charged at cost after deducting the amount of any input tax credit available to us and adding GST applicable to our supply of those items.

If we incur any taxes, fees, charges or expenses which are GST free such as registration fees, stamp duty or court fees we will do so as your agent.

Acceptance of terms

This letter, together with our attached General Terms of Business, set out the terms of our offer to provide legal services to you and constitutes our costs agreement and disclosure pursuant to the *Legal Profession Uniform Law (NSW)*.

You can accept our Cost Agreement by either signing and returning it or continuing to instruct us.

COSTS AGREEMENT - GENERAL TERMS

Must be read in conjunction with the matter specific Fee Estimate which is issued from time-to-time

Version dated 1 July 2022

1. Parties

[insert client name] referred to in the Agreement as “you” and “Your” and

Crafers Law Pty Limited (ACN 602 506 785) of 60-66 Hunter Street, Sydney, NSW, 2000 trading as Crisp Law is referred to in this Agreement as the “Law Firm” and “Our”.

2. Billing arrangements

Our usual policy is to issue a tax invoice on a monthly basis and at the conclusion of the matter (in which we are instructed) but we may issue tax invoices on more frequent basis depending on the nature of the services provided.

All tax invoices are due and payable within fourteen days of being issued or at the time stated on the tax invoice.

You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

3. Interest charges

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 (Uniform General Rules) (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) may be charged on any amounts unpaid after the expiry of the due date for payment stated on the tax invoice. Our tax invoices will specify the interest rate to be charged.

4. Your rights

You have a right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate our billing method (for example, by reference to timing or task);
- (c) receive a bill from us;
- (d) request an itemised bill if our bill is a lump sum or is only partially itemised;
- (e) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- (f) be notified as soon as it is reasonably practicable of any significant change to any matter affecting costs;
- (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.

5. Additional rights

On request and at your cost, we will provide a written report on the progress of your matter.

On reasonable request we will provide, without charge, a written report of legal costs incurred to date or since the last bill.

If you dispute the legal costs in a bill, you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment was made or after the costs were paid.

6. Trust money

We may ask you to pay us some money in advance to be held in our trust account for our estimated legal costs or payments which will be made to others.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf.

Subject to any agreed exception, you authorise us to:

1. receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work; and
2. pay ourselves our legal costs in accordance with the provisions of Rule 42 of the Uniform General Rules.

The Law Firm's trust account details will be provided on request.

It is your responsibility to verify our bank account details verbally prior to transferring payments to us.

7. Retention of your documents

On completion of your matter or following termination (by either party) of our services, we will retain your documents for seven years.

You agree that we may destroy any of your or our files and documents relating to the services provided after those seven years. This authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely.

We may retain your documents until all costs are paid.

8. Termination of this cost agreement

You may terminate this agreement at any time. We will not be obliged to continue to do the work if:

- (a) you do not pay our legal costs when due;
- (b) you do not pay us money on account as requested;
- (c) you do not give us proper, adequate and timely instructions;
- (d) you do not accept our advice;
- (e) you engage another law practice to advise you on the work without our consent;
- (f) you request us to do additional work and do not agree to our then current rates for our professional work and provisions of our office services;
- (g) we have a conflict of interest;
- (h) you lose confidence in us; or
- (i) for any other just cause.

We will give you seven days' notice of our intention to terminate our agreement. We are not obliged to provide any services during that period.

If either of us terminate the agreement, you must pay our total legal costs up to the date of termination. If our total legal costs are fixed or agreed then you must pay that part of our legal costs which we estimate has been incurred up to termination.

9. Limitations of our liability

Contract, tort or equitable relief

Our total aggregate liability, includes that of our employees, agents and contractors to you as our client (and any person claiming under or through you) arising from, related to, in connection with, or in any way involving:

(a) the performance or non-performance of the work; or
(b) any act, default or omission in connection with the relationship created by the work. This cost agreement will not exceed 2.5 million dollars.

- In this section: liability (in the phrase 'total aggregate liability') means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was wilful, negligent, or otherwise and whether such liability arose in New South Wales or in some other jurisdiction; and
- aggregate liability means all liability, whether such liability arises from one or more claims, events, circumstances, acts, representations, defaults or omissions and whether such liability is owed by or to more than one party to which this clause applies.

Statute

Additionally, where our liability arises under legislation (including but not limited to the Competition and Consumer Act 2010 (Cth), then to the extent permissible by law, our liability is limited to supplying our services again or paying the cost of having the services supplied again.

Professional standards legislation

The Law Firm is a corporation and not a partnership. All legal practitioners (including those described as partners) are employed by the Law Firm and their liability is also limited by a scheme approved under the Professional Standards Act 1994 (NSW).

10. Other entities

These terms will apply even if the entity for which we act for or which we advise changes or is not contemplated in our initial engagement – for example: if you use a company to affect a transaction on which we are advising; or another entity joins with you; or we advise another entity in your corporate group. We will also assume you are authorised to instruct us on behalf of any such entity.

11. Privacy

We may need to collect personal information to do the work.

Individuals have a qualified right of access to that personal information.

Our privacy policy is available on our website www.crisplaw.com.au or on request.

12. Governing law

The law of New South Wales governs these terms and legal costs in relation to any matter on which we are instructed to act.

13. Acceptance of offer

You may accept the cost agreement and disclosure by:

- (a) signing and returning this document to us; or
- (b) continuing to instruct us.

Once accepted you agree to pay for our services on these terms. This costs agreement will apply to the services you have requested us to provide and to any additional services we carry out in addition to the services described.

Signed