

Service agreement

The terms of engagement between you and Chat Legal Pty Ltd ABN 64 621 391 553 (**us**) are outlined below if you have instructed us to undertake work. *By continuing to instruct us, you acknowledge and agree that you have read and accept the terms of this agreement.*

1 Service and pricing

- 1.1 The work (the **Work**) you have engaged us to undertake will be outlined in writing (whether by letter, email or other electronic communication) (**Letter**) from time to time.
- 1.2 We only work on a fixed price basis.
- 1.3 Our fixed prices to undertake the Work will be provided for in the Letter.
- 1.4 Our fixed prices in the Letter relate to our professional fees only.
- 1.5 Unless otherwise stated, the prices **will not** be inclusive of disbursements or other expenses which includes but is not limited to lodgement fees, taxes or stamp duty.
- 1.6 We will seek your authority prior to incurring any disbursements for you.
- 1.7 We will only undertake the Work once we have received written approval that a fixed price has been accepted.
- 1.8 Our fixed prices are guaranteed for 30 days from our Letter provided your circumstances and instructions remain substantially the same.
- 1.9 We will confirm with you in writing of any fixed prices that have been varied due to changes in your circumstances or instructions.

1.10 If you instruct us to undertake additional work not originally contemplated under the original Letter, we will communicate with you in writing of any further fixed prices or disbursements prior to proceeding.

1.11 You agree that should your circumstances or our instructions change to a degree that our engagement is terminated, we will mutually agree to a reasonable price for the work we have undertaken.

2 Disbursements

- 2.1 We may incur costs as your agent. If requested, we will give you the tax invoice from the relevant supplier.
- 2.2 To the extent any disbursements are incurred by us with your authority, you agree to pay us the amount we incur on your behalf provided we have obtained your prior consent.

3 Payment

- 3.1 We will not issue you with an invoice unless a fixed price has been agreed.
- 3.2 We will issue you with an invoice pursuant to the agreed fixed price per the invoice date terms being achieved as outlined in the Letter.
- 3.3 You consent to receiving electronic invoices.
- 3.4 The terms of payment of the invoice is **7 (SEVEN) days** from the date of issue. We can charge interest on overdue accounts at the rate equal to the Cash Rate Target set by the Reserve Bank of Australia (as at the date on the tax invoice) plus 3.5%.



Chat Legal Pty Ltd
ABN 64 621 391 553
letschat@chatlegal.com.au
PO Box 74, Underwood, QLD 4119
<https://chatlegal.com.au>



4 Legal rights

4.1 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 after receiving 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 the costs agreement to be set aside;
- (g) Accept or reject any offer we make for an interstate costs law to apply to your matter;
- (h) Notify us that you require an interstate costs law to apply to your matter;
- (i) Be notified of any substantial change in the matters disclosed in this notice.

4.2 This document provides you with the information about our legal services, the costs of those services and your rights. For more information about your rights, please read the fact 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.

5 Agent

- 5.1 You authorise us to liaise with any advisor you appoint as your agent by way of letter (**Agent**), to complete the work until you tell us otherwise.
- 5.2 You agree the Agent is acting on your instructions and has your authority to:

- (a) Communicate with us about the work;
- (b) Give us instructions and receive our advice about the work;
- (c) Receive notices from us on your behalf; and
- (d) Give comments and material to us, solely to assist us perform the work and provide our legal advice to you.

6 Disputes

6.1 The following avenues are open to you under the terms of the *Legal Profession Act 2007* (Qld). In the event of a dispute in relation to legal costs:

- (a) To apply for a costs assessment within 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; and
- (b) To apply to set aside the costs agreement within six years or other times as the law permits.

7 Multiple clients

- 7.1 When acting for more than one person in undertaking the work, we will endeavour to act in the best interests of each person.
- 7.2 If we are unable to act in the best interest of each person, we will advise each of you to seek separate advice.
- 7.3 Any instruction we receive from one of you may be taken to be instructions from all of you.
- 7.4 All persons are jointly and severally responsible for paying the price and disbursements.



8 Qualified advice

- 8.1 If the advice given by us to you is based on assumptions, qualifications or both, those assumptions or qualifications will be set out in the advice.
- 8.2 Once the 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, further information being given, further assumptions being made or assumptions on which the advice was based proving incorrect.

9 Reliance

- 9.1 Our advice is given exclusively to you and we are not responsible to anyone else for any loss or damage they suffer as a result of them relying on our advice.
- 9.2 You acknowledge you are advised, and have had the opportunity, to seek independent advice about this document.

10 Retention of files

- 10.1 We do not maintain physical files. All of our files are stored electronically.
- 10.2 You understand that we do not store any documents in secure storage.
- 10.3 You authorise us to destroy your file after seven years from completion of the Work and retain an electronic copy of your file if you request the file from us.

11 Recordings

- 11.1 Recordings may be made of telephone conversations and meetings (either online or in person) for our records.
- 11.2 We will obtain your consent (whether written or verbally) prior to undertaking any recording.

- 11.3 The recording will be stored on your electronic file for quality and assurance purposes and may be provided to another person or software for transcription.

12 Confidentiality

- 12.1 We will keep all confidential information received from you in the course of the work, and persons performing work for you confidential.
- 12.2 Our use of this information is subject to our Privacy Policy that can be found on our website.
- 12.3 We confirm that legal professional privilege may apply to such confidential information and our Privacy Policy is subject to ensuring legal professional privilege is maintained between our communications.
- 12.4 You understand and accept that our obligation to you with respect to giving you information is restricted by these provisions. Only our law practice's personnel working for you will have an obligation to give advice only to you.
- 12.5 We may transfer material to our internal databases for learning and knowledge purposes. Before doing so, we will make reasonable efforts to ensure that confidential information is neither disclosed outside the law practice nor otherwise used inconsistently with the obligations referred to above.

13 Privacy

- 13.1 The *Privacy Act 1988* (Cth) and other privacy legislation (such as potentially the General Data Protection Regulations for EU citizens) applies when we collect, use and disclose information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from



the information or opinion (**personal information**).

- 13.2 You agree that we may manage your personal information in accordance with our Privacy Policy available on our website as amended from time to time.
- 13.3 You consent to us to act as agent in instructing other legal firms in drafting any documents which we are instructed to assist with.

14 Termination

- 14.1 You may terminate this document at any time by giving written notice to us, however you may remain liable for the legal costs up until that time.
- 14.2 If you do not pay monies in accordance with this document, we may suspend work and cease acting for you.
- 14.3 We have a general lien over any documents and property we hold at any time for you, as security for payment of invoices we have issued or may issue. This lien continues even after termination of our engagement.
- 14.4 We may terminate this document by giving at least seven days written notice to you for any reason.

15 Questions or concerns

- 15.1 If you have a problem with the performance of the work, service of the lawyer or wish to discuss legal costs, please contact Darius Hii, Director, on 0403 923 374 or darius@chatlegal.com.au.
- 15.2 If you are still not satisfied with the way your concern has been resolved, you may contact the Queensland Law Society on +61 7 3842 5842 or GPO Box 1785, Brisbane, Queensland 4001, Australia.

16 General

- 16.1 The law of Queensland will apply to this document.
- 16.2 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, for instance where our services are being primarily provide in another state or territory or where the matter has a substantial connection with that other state or territory.
- 16.3 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.