



Irish Bentley
L A W Y E R S

RETAINER AGREEMENT

WARNING!

This agreement sets out the terms of the arrangement between yourself and the firm.

You should ensure that you understand the agreement before signing the Standard Acknowledgment agreement.

You are both entitled and encouraged to seek independent legal advice about the agreement before entering into the agreement.

The Queensland Law Society may be able to assist or to provide you with information to ensure that you understand the Solicitor/Client relationship and this agreement fully.

BETWEEN

IRISH BENTLEY LAWYERS (“us”)

AND

CLIENT

(“you”)

Re: MATTER

Version 2.7.01/10

39 LEOPARD STREET, KANGAROO POINT, QUEENSLAND 4169, AUSTRALIA
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This agreement is prepared pursuant to Section 308 of the *Legal Profession Act 2007* (Qld), which requires that the Firm make a written agreement with the client expressed in clear, plain language and specifying the work that the Firm is to perform and the fees and costs payable by the Client for this work.

IMPORTANT INFORMATION

This agreement is made up of three parts:

Part 1 contains your **specific** details.

Part 2 contains the **general** terms upon which we will undertake work for you.

Part 3 contains terms specific to **immigration** matters.

Seven "**Schedules**" are attached and also form part of the agreement:

1. "*Legal Costs – Your Right to Know*" notice pursuant to *Legal Profession Act 2007* (Qld) (Schedule A);
2. the court scale of fees (Schedule B) which would apply to the work if this agreement did not exist (this does not always apply);
3. a sample tax invoice (Schedule C);
4. how you are charged for "*out of pocket expenses*" that arise (Schedule D);
5. the cost of using staff member's time and expertise (Schedule E);
6. an alternative legal costs schedule (Schedule F);
7. a trust account authority (Schedule G).

We are prohibited by law from acting for you until this agreement is signed and returned to us. Whilst we are pleased to answer questions about the agreement we cannot advise you upon the contents and merits due to the conflict that would arise between your interests and ours.

By signing the Standard Acknowledgment agreement, you acknowledge that you have read and understood this agreement.

You may also seek independent legal advice about the agreement. To protect your interests you should obtain this advice BEFORE signing the document.



PART ONE – YOUR DETAILS

1.

Home Address: As per Standard Acknowledgment agreement.

Postal Address As per Standard Acknowledgment agreement
- Unless otherwise advised we will send all material to this address.

Phone Numbers: As per Standard Acknowledgment agreement

Email: As per Standard Acknowledgment agreement. By providing your email address, you agree that you are confirming that you check the email address daily and that we can rely upon using your nominated email address to contact and to communicate with you.

Date of Birth: As per Standard Acknowledgment agreement.

A.B.N. (If Applicable): As per Standard Acknowledgment agreement.
2.

Work to be performed: As per Standard Acknowledgment agreement – This outlines the scope of your engagement of us.
3.

Special Conditions: As per Standard Acknowledgment agreement – Should there be any special conditions applicable to our engagement they are to be outlined under this section.
4.

How fees charged As per Standard Acknowledgment agreement – In addition to professional fees “out of pocket expenses” (Outlays) and secretarial / administrative fees will be charged. This method of calculation may result in (usually) higher but sometimes lower fees than fees charged in accordance with a fixed Scale (see Schedule “B”). The rates herein are to be prorated at six (6) minute units, ie. Each unit being costed at 1/6th of the hourly rate.
5.

Estimate of professional fees: As per Standard Acknowledgment agreement – *(please note that this is an estimate and is subject to a number of factors).*

Estimate of outlays: As per Reference Schedule D – *(please note that this is an estimate and is subject to a number of factors).*

Factors which could increase fees and outlays: *For all work:*
Our estimate is effected by the following factors:
(a) if we need to repeat our advices;
(b) If your records and documents are disorganised;
(c) If meetings and conferences are protracted;
(d) If you change your instructions;
(e) If we need to follow up requests for trust funds, or the payment of invoices rendered.

For property & commercial work:
(a) If there is some problem with property titles before we start;



- (b) If other parties are involved that require chasing;
- (c) If a conflict arises with another party to the transaction;
- (d) If you require chasing or following up.

For litigation work:

An obstructive opposition which:

- (a) is willing to unnecessarily escalate fees;
- (b) is not willing to accept reasonable offers;
- (c) requires chasing up.

Our estimate is also effected by:

- (d) any Court Applications which are necessary during the course of the file;
- (e) any costs Orders made against you at any Application;
- (f) any expenses other than our professional fees such as those listed in Items 1 and 2 of Schedule D;
- (g) if your records are in a disorganised state;
- (h) any need for extensive investigative work to be performed;
- (i) any trial adjournments;
- (j) any extended call-overs or frequent adjournments;
- (k) numerous extensions of time being required;
- (l) a protracted trial period (a protracted trial is one exceeding two (2) days);
- (m) any post-trial work performed; or
- (n) any costs Orders made against you upon not being successful on trial.

For criminal matters:

- (a) If new evidence becomes available;
- (b) If you neglect to forward information requested;
- (c) If your records are in a disorganised state; or
- (d) If the opposition change or upgrade the charge (unlikely).

6. *Excluded Work:* As per Standard Acknowledgment agreement – work not to be performed during our engagement is to be specified here (specifically, this is work that would ordinarily be undertaken by a Solicitor acting in this kind of transaction that will not be done on this occasion.)
7. *Extraordinary work:* This is work that would *not* ordinarily be undertaken by a Solicitor acting in this kind of transaction that *will* be done on this occasion. The cost for this extra work will be estimated in Reference Schedule E.
8. *Costs and Fees – when they must be paid:* Unless explicitly stated, this is **not** a “no win, no fee” agreement, nor is it an agreement that we will wait until the matter is concluded prior to payment. Accounts may be rendered at intervals (generally monthly) and are payable strictly within seven (7)



days.

If you fail to pay an account within seven (7) days of issue, you agree that we are entitled to apply monies we hold in trust for you in payment of your account without any further authority from you. Such application of monies held in trust to satisfy any outstanding account shall not affect our entitlement to exercise our rights under part 2, section 5 of this agreement.

Further, should you request funding for your account, or alternatively should you fail to pay your account, you must seek professional fee funding from Smartfee or Versura Capital (or an institution of your choice that has the same or better conditions than Smartfee or Versura Capital) to repay our fees in full, as outlined under Part 2 – the general conditions of this retainer.

We may ask you to pay us in advance for anticipated fees and outlays. Such payments are placed in our trust account until the outlay is incurred or we render an account and you either accept it or seven (7) days passes without you raising a dispute of the account.

If we do ask for such a sum, you must pay us on account of fees and costs before we start the work.

We may also ask you to pay further money on account of fees and costs in advance from time to time.

It may be necessary during the course of proceedings for us to engage Counsel from time to time on your behalf to settle proceedings and documents, to advise on evidence, to appear in conference, to appear in interlocutory proceedings and to prepare for and appear at the hearing of any proceedings.

It may be necessary during the course of proceedings for us to engage expert consultants. Prior to our engagement of Counsel or any expert consultant, we may require you to pay into our trust account sufficient funds to cover those estimated outlays before we engage Counsel or an expert Consultant to perform the relevant work.

9a. *When do we start to work on your matter:*

We will not start work upon your matter, or monitor your matter to warn of potential problems until all monies requested are paid.

9b. *When we will cease work:*

We may cease all work on your matter without recourse to you, if our accounts are not paid within our requested trading terms or if requested funds



are not placed into trust within 14 days of request.

IMPORTANT:

We do not accept responsibility for adverse changes in your legal position that arise before you make advance payments or other arrangements required (such as signing this agreement) under this agreement prior to us starting work on your matter.

We do not accept responsibility for any adverse changes in your legal position that arise whilst our accounts are outstanding.

10. *Who will be working on your file:*

Professional Staff:

Zeke Bentley, Scott Taylor, Christopher Wilson, Frank Dzelalija, Rhett Kipps, Sian Jin Poh and Alan Irish

Administration:

Carmen Kochanek, Rebecca Slattery and Bridie Hayes

Accounts: Jean Choules

As per Standard Acknowledgment agreement

Time constraints, holidays, illness and specialist abilities may require that some tasks are undertaken by other staff members or an outside practitioner.

PART TWO– GENERAL CONDITIONS OF RETAINER

1. We must:

- 1.1. perform the work specified in accordance with your instructions and the information that you give us to a proper standard;
- 1.2. ensure that all accounts that we give you are in either the form set out in Schedule C or in another format that provides you with the same or more detail;
- 1.3. ensure that the personnel who we propose to do the work at the start of the matter are set out in Part 1, Item 10. You agree that we may change those people from time to time. If we do, we will let you know;
- 1.4. ensure that, in so far as is reasonable we will keep you informed about progress of your matter. **Please** remember that each update costs you money if billing hourly, so the appropriate balance between providing information and progressing the matter will vary from situation to situation; and
- 1.5. keep your information confidential unless compelled by law or in the nature of the transaction to disclose it. We do not, ever, give your information to an outside marketing body. We may, however, send you information later that we think may be of interest to you. Please let us know if you do not want this to happen.

2. You must:

- 2.1. give us adequate instructions so that we can carry out the work in accordance with our obligations to you;
- 2.2. make arrangements for us to be able to contact you or a representative at any time when we will need instructions;
- 2.3. pay accounts within the time required by, or pay money into our trust account in accordance with, this agreement; and
- 2.4. agree that the legal services provided by us pursuant to this agreement are supplied on a daily basis (unless expressly advised otherwise) and hence this agreement does not constitute an entire agreement.

3. Fees

- 3.1. The way in which we will charge you fees is set out in Part One, Item 4.
- 3.2. The scale of fees we charge for time spent and tasks completed is set out in Schedule E. Alternatively, we may charge (in our absolute discretion) for time spent and work performed according to Schedule F.
- 3.3. We provide an estimate of our professional fees but this is subject to a number of variables and as a consequence, we cannot be bound by the estimate.

3.4. Regarding litigation matters, if you are successful you may be entitled to recover some of your fees and costs from another party.

4. Costs & out of pocket expenses

4.1. As well as professional fees we will charge you for any internal expenses, including but not limited to postage and photocopying, that we incur on your behalf in doing the work. These items may include a surcharge.

4.2. We will also charge you for services from external sources, including but not limited to barristers fees or private detectives and for government charges such as Court filing costs and taxes.

4.3. An outline of how these costs are calculated is provided in Schedule D.

5. Ending this Agreement

5.1. You may end this agreement at any time by telling us that it has ended. We will not undertake any further work from receipt of this notice and will not be responsible for any adverse changes that arise because of this inactivity. You are responsible for costs up to and including the date upon which you end the agreement, plus additional costs reasonably incurred thereafter. (If, for example, your new Solicitor asks us to clarify some point or provide a document).

5.2. We may end this agreement if:

5.2.1. you ask us to act in a manner that is illegal or unethical;

5.2.2. in speculative actions or in “no win no fee” matters we form the opinion that you do not have reasonable prospects of success. We must give you reasonable notice and time to find new solicitors but we are not obliged to continue in the event that you are not able to do so. Reasonable notice shall be two (2) weeks, unless the circumstances dictate otherwise;

5.2.3. you instruct us to adopt a course of action which is, in our opinion, so unreasonable or against your interests that it is inappropriate that we continue to act in the matter;

5.2.4. you fail to pay an interim or other account or fail to pay fees requested in advance or indicate that you will be unable to pay fees within seven (7) days of being asked to do so;

5.2.5. you use abusive or obscene language with a staff member;

5.2.6. we form the opinion that continuing to act places staff under physical threat;

5.2.7. you indicate that you have lost confidence in the firm;

5.2.8. you fail to provide instructions within a reasonable time or move without providing a forwarding address;

5.2.9. you lose legal capacity; or

5.2.10. you breach this agreement in any way.

5.3. If this agreement is ended by either party:

- 5.3.1. we do not have to continue to do the work;
- 5.3.2. you must pay us all outstanding fees and costs up to the date the agreement is ended;
- 5.3.3. we may keep any of your property (including your file and correspondence) in our possession until we are paid those fees and costs;
- 5.3.4. we shall be entitled to recover from you our costs associated with withdrawing from the Court record as your Solicitors;
- 5.3.5. we shall be entitled to recover costs associated with negotiating the transfer of the file and payment of our fees (including the costs of having the file assessed by a cost assessor);
- 5.3.6. if the firm has accepted your matter on a speculative basis, interim accounts for professional fees will be payable at the conclusion of your matter or upon the withdrawal of your instructions to act for you. Alternatively, we may (at our sole discretion) require that you sign an authority for some or all of our fees and costs to be paid from an ultimate settlement before releasing your file; and
- 5.3.7. we will not act further and we will not be responsible for any adverse changes to your legal position that arise following the termination of this agreement, irrespective of whether we assert a lien.

6. Miscellaneous

- 6.1. Changes to this agreement must be in writing signed by both parties.
- 6.2. Our advice to you may be based on qualifications and assumptions set out in the advice. Advice is also based upon your instructions. If the advice is based on assumptions or instructions which are not correct we are not liable for losses that result from that advice.
- 6.3. We destroy our files seven years after the file is closed UNLESS a specific request that material be retained in safe custody is made. If you wish a closed file to be retrieved from storage then a retrieval fee of \$99.00 shall apply.
- 6.4. In the event that you instruct us to retrieve the file, the \$99.00 shall be paid up front if you want advice on any of the matters relevant to that retrieved file, you agree to pay a minimum of an extra \$99.00 but otherwise in accordance with our hourly rate.
- 6.5. If any term, covenant or condition of this agreement or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms, covenants and conditions shall not be effected thereby and each such term, covenant and condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6.6. Unless a contrary intention appears, the following applies to this agreement:
 - 6.6.1. the singular shall include the plural and vice versa;
 - 6.6.2. words of any gender (including the neuter gender) shall include all other genders;
 - 6.6.3. any reference to a person includes an incorporated company and any other body corporate, partnership, association, or other body of persons or body politic.

- 6.6.4. headings are for ease of reference only and do not affect the interpretation of this agreement;
- 6.6.5. all prices contained in this agreement refer to Australian currency unless otherwise stipulated;
- 6.6.6. 'including' and similar are not words of limitation;
- 6.6.7. a party that is trustee is bound both personally and in its capacity as trustee; and
- 6.6.8. if an obligation is imposed on two or more parties, each party is liable for the obligation individually and together with each other person.

7. The Scale and Variation of the Scale

- 7.1. The amounts set out in each item of the scales (Schedule E and Schedule F) are varied by ten (10) per cent per annum upon anniversary of you providing instructions.
- 7.2. Our fees will be varied pursuant to clause (a) above without notice to you.
- 7.3. In complex or lengthy matters your file may be sent to an independent cost assessor for costing. A component for care and consideration, being a loading for skill, care and attention may be added by the cost assessor and is payable along with the fees for costing which are an outlay.

8. Interest on Overdue Accounts

- 8.1. In accordance with section 321 *Legal Profession Act 2007* (Qld), if an Invoice is issued by us and is not paid within seven (7) days, interest will accrue at the rate of the Cash Rate Target (as stated by the Reserve Bank of Australia as the Cash Rate Target) increased by two (2) percentage points on a per annum basis, or at any lower rate prescribed under section 321(3). No interest is payable on fees generated or outlays incurred prior to 01 July 2007.

9. Authority to Receive and Deduct (including Trust Account Monies)

- 9.1. The client irrevocably authorises the firm:
 - 9.1.1. to receive on the client's behalf any monies due to the client in the course of or as a result of the proceedings; and
 - 9.1.2. to deduct from any such monies as may be received by the firm including trust account monies and to transfer to the firm's own account, such amount or amounts as are necessary to pay the firm's costs and disbursements in accordance with this Agreement.

10. If you are unhappy with the service provided

- 10.1. You have specific rights of complaint to outside bodies. This is set out in "Schedule A - Important notice to Client".

- 10.2. We also encourage you to raise your objections with your Solicitor or, if you are uncomfortable doing this, with the Managing Partner of the Firm, Zeke Bentley. Your complaint will be taken seriously, and if in writing, responded to in writing.
- 10.3. It may be possible for your matter to be transferred to another Solicitor within the Firm until completed.
- 10.4. If your complaint relates to an account, the file will be passed to another Solicitor in the Firm (or an independent Solicitor or a Cost Assessor) to be checked. If done within the Firm you are welcome to be present when this check is made. You may be charged for checking accounts either on a time basis or as an extra cost in accordance with item 7 of Part 2 unless an error has been made and the account is reduced.

11. Goods and Services Tax (GST)

- 11.1. If the firm renders an account for professional services or outlays and all or part of that account is or is deemed to be a “taxable supply” within the meaning of applicable taxation legislation then the firm may increase its charge for services or outlays by the sum equivalent to that payable under the relevant legislation provision in respect of that taxable supply.

12. Professional Fee Funding

- 12.1. Professional Fees Funding results in our fees being paid in full by Smartfee or Versura Capital by you paying them over a number of months.
- 12.2. Where you are eligible for this payment method we will provide you with a repayment Instalment Plan Offer with our tax invoice, which includes a direct debit Authority. To take advantage of this offer all you have to do is complete and sign the authority and return it to us with a cheque for the first month’s instalment, as shown on the offer.
- 12.3. Please note: Professional Fee Funding option is only available at our sole discretion and to clients who have been invoiced over \$2,000.00. Please note that by taking out Professional Fee Funding you agree that any default in payment gives rise to a caveatable interest in any real property.

Part 3 – Immigration Matters

1. The clauses of this part apply where you have requested us to assist you in a migration matter and are to be read in conjunction with the Standard Acknowledgement Agreement and the Irish Bentley Lawyers Retainer.

2. Definitions

- 2.1. “Application” refers to the type of visa application(s) you have instructed us to lodge with DIMIA as defined in Item 2 of the SAA;
- 2.2. “DIMIA” refers to the Department of Immigration, Multicultural and Indigenous Affairs and its replacements from time to time;
- 2.3. “Disbursements” are additional outlays which are not included in the Fee Limit and are payable by you, and includes all costs associated with:
 - 2.3.1. fees payable to DIMIA (which will vary depending on the Application);
 - 2.3.2. any compulsory medical examinations and x-rays;
 - 2.3.3. federal police checks in Australia and police clearance certificates from your country of origin;
 - 2.3.4. the translation of documents to English;
 - 2.3.5. assessment of your qualifications;
 - 2.3.6. English language proficiency assessments (including the IELTS test);
 - 2.3.7. any work carried out which is not specifically set out in the SAA;
 - 2.3.8. any appeals or reviews that are necessary;
 - 2.3.9. any applicable Goods and Services Tax (“GST”); and
 - 2.3.10. costs not specified in this agreement.
- 2.4. “Fee Limit” refers to Item 3 of the SAA and is inclusive of the professional fees charged by us for the Work, couriers, postage, telephone and facsimile outlays;
- 2.5. “SAA” refers to the Standard Acknowledgement Agreement to be signed by you.

3. Refund Policy

- 3.1. In the event the Application is unsuccessful, we will refund a percentage (between 10% and 100%) of the Fee Limit to you, unless:
 - 3.1.1. You failed to meet the health criteria or obtain police clearance;
 - 3.1.2. You provided false or misleading information;
 - 3.1.3. You failed to obtain certification of your qualifications with the relevant Australian authority, in the event that such certification forms part of your Application’s requirements;
 - 3.1.4. You failed to meet the English requirements of the Application;
 - 3.1.5. You withdrew your instructions after processing of the Application commenced;

- 3.1.6. Factors not known at the outset of the Application arose (including, but not limited to, legislation changes);
- 3.1.7. The Agreement is terminated;
- 3.1.8. You refuse to appeal or review any decision of an unsuccessful application where we recommend this; and/or
- 3.1.9. You do not satisfy your duties as set out herein.

4. Our Obligations to You

4.1. We are obligated to:

- 4.1.1. Perform the work specified in accordance with your instructions and the information that you give us to a proper and professional standard.
 - 4.1.2. Keep you informed about the progress of your matter, noting that each update costs you money, so the appropriate balance between providing information and processing the matter will vary from situation to situation.
 - 4.1.3. Endeavour to provide the most “up to date” Time Estimates upon written request by the Client.
 - 4.1.4. Strive to adhere at all times with the Migration Agents Registration Authority (“**MARA**”) code of conduct. A copy of the code may be downloaded from <http://www.themara.com.au/ArticleDocuments/Code%20of%20Conduct.pdf>. We also encourage you to read the MARA “Information on the Regulation of the Migration Advice Profession” at <http://www.themara.com.au/ArticleDocuments/IRMAP.pdf> should you require any further information.
- 4.2. We will not start work on your Application or monitor your matter to warn of potential problems until all monies requested are paid.
- 4.3. You agree we are not liable or responsible for changes in your legal position that arise before you make payments or other arrangements (such as signing the Standard Acknowledgement Agreement) as required under this Agreement.

5. Your obligations to Us

5.1. You must:

- 5.1.1. Ensure that your instructions provided to us are true and correct;
- 5.1.2. Make reasonable efforts to be available to give us instructions in relation to work to be carried out;
- 5.1.3. Make arrangements to enable contact with us when you anticipating being absent from your residence or business during a time when instructions will need to be given to us; and
- 5.1.4. Pay all fees and disbursements as requested and on time.

6. When to Pay Us

- 6.1. Based on initial instructions received from you, we will limit our professional fees (excluding Disbursements) to the amount of the Fee Limit;
- 6.2. You agree to pay us an amount equal to 50% of the Fee Limit (“**the Deposit**”) upon providing instructions to us to proceed with your Application;
- 6.3. You agree to pay us any Disbursements as may be requested by us from time to time within seven (7) days of our request;

6.4. You agree to pay the remainder of the Fee Limit and Disbursements prior to lodgement of the Application with DIMIA or the nearest Australian Embassy;

7. Change of Migration Agent

7.1. You may change migration agent at any time.

7.2. You must give us notice of the change to the new migration agent.

7.3. If you change migration agents, we may charge you for fees and costs incurred up to the time when the notice of change is given by you.

7.4. We may retain your file until all fees and costs (including, but not limited to, the Fee Limit and any Disbursements) are paid.

8. Termination

8.1. If this Agreement is terminated by us:

8.1.1. The Refund Policy is voided;

8.1.2. We are entitled to all outstanding fees and costs;

8.1.3. We may notify DIMIA if you refuse to pay fees and outlays owed to us;

8.1.4. We are entitled to retain possession of your file until those fees and costs are paid.

9. Qualified Advice

9.1. The advice we give to you will be based on assumptions or qualifications (or both) and those assumptions or qualifications will be set out in the advice.

9.2. Our advice may change or be incorrect if further information is not disclosed to us or where the information provided by you is not correct.

SCHEDULE A

Form 1

Legal Profession Act 2007 (s 308(5))

FORM OF DISCLOSURE OF COSTS TO CLIENTS **Legal costs – your right to know**

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
- request written reports about the progress of your matter and the costs incurred in your matter
- apply for costs to be assessed within 12 months if you are unhappy with our costs
- apply for the costs agreement to be set aside
- 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.

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 your local law society or law institute (or download it from their website).

SCHEDULE B

APPLICABLE COURT SCALE

The Court Scale that would be otherwise attributable to this matter is the scale outlined in the Standard Acknowledgment agreement.

If there is a scale stated under this schedule a copy of that scale is attached to this agreement.

If this schedule states that the applicable Scale is "NIL" this means that;

1. there is no scale set for this class of work; or
2. the scale can not yet be determined as the appropriate Court can not be effectively estimated at the time of this agreement.

If an estimate is later made or Court Proceedings are issued, the applicable Court Scale will be sent to you with your copy of the estimate of proceedings.



Irish Bentley

LAWYERS

SCHEDULE C

PARTNERS:	ZEKE D. BENTLEY SCOTT D. TAYLOR
ASSOCIATE:	RHETT KIPPS
SOLICITORS:	CHRISTOPHER WILSON
IN-HOUSE COUNSEL:	FRANK DZELALIJA
CONSULTANTS:	SIAN JIN POH (JIN) ALAN C. IRISH

OUR REF:
INVOICE NO:

Tax Invoice

ABN 94 424 073 123

MATTER:

To our professional fees of attending to the conduct of this matter from

Professional fees	Due
Our fee is	100.00
+ GST (10%)	10.00
Total professional fees	\$110.00
Outlays	
Telephone Fees	12.00
Facsimile Fees	15.00
Photocopying Charges	20.00
Postal Fees	4.00
Sundries and incidentals	10.00
Total Outlays	61.00
+ GST (10%)	6.10
Total outlays	\$67.10
Total fees and outlays	\$177.10
Less Monies Held in Trust	\$100.00
TOTAL OUTSTANDING	\$77.10

With Compliments

Irish Bentley Lawyers

THIS IS A SAMPLE ONLY. NO PAYMENT IS REQUESTED

Trading Terms: Strictly 7 days. Please note that if this invoice is not paid within 7 days that interest will accrue at the rate of the Cash Rate Target (as stated by the Reserve (RBA) Bank of Australia as the Cash Rate Target) increased by two (2) percentage points on a per annum basis (i.e. if the RBA's Cash Rate Target is 6%, interest will be calculated at 8%p.a.).

Notice

If you wish to query this account, please do not hesitate to contact the Solicitor acting. You also have the right to demand an account in itemized form fully specifying each attendance undertaken. You may also refer the matter to the Solicitors Complaints Tribunal. Should you choose to do either of these things we reserve the right to withdraw this account and render a replacement detailing all items of work undertaken which may be a higher sum. We will also charge for the time incurred in preparing this later account. We reserve the right to charge further GST assessed upon this transaction not outlined in this account.

SCHEDULE D

CHARGES FOR OUTLAYS AND SERVICES

1. CHARGES FOR COSTS AND OUTLAYS – GENERAL

- We will charge you for services provided by us or incurred by us in pursuing your matter.
- To provide you with a greater degree of knowledge as to the amount of outlays that may be incurred in addition to professional fees, we approximate outlays at:
 - Professional Fees up to \$1,000.00 - 14% of Professional Fees
 - Professional Fees up to \$5,000.00 - 11% of Professional Fees
 - Professional Fees up to \$10,000.00 - 9% of Professional Fees
- Unless otherwise permitted by this agreement we do not charge a “loading” (eg, if we pay \$20 for a taxi fare or parking we will not add a percentage to this).
- The professional, administrative or secretarial time spent making arrangements to access services is charged in the usual way.
- We will include a percentage for Goods and Services Tax (GST) to all outlays as required from time to time.
- You will USUALLY be advised in advance of “extra ordinary” costs and outlays that we propose to incur.

“Extra ordinary” outlays are expenses which;

1. Are not factored into our estimate of outlays; or
2. Which would not ordinarily be incurred in this kind of transaction;
AND
3. are anticipated to be in excess of \$300.00.

An exception is where an emergency arises or we are unable to contact you. In such a case we will take such steps as we deem necessary to protect your interests in the circumstances.

2. COSTS THAT WE DO ADD A LOADING TO

Searches of external databases	Cost to us.
Photocopying (internal)	\$1.40 per page.
Faxes: (to send)	
• Local faxes	\$3.00 per page
• S.T.D. Within Australia	\$4.00 per page
• Overseas	\$6.00 per page
E-mail transmissions	\$7.20
Couriers and Deliveries:	\$5.00/item



Brisbane CBD	Cost + \$2.00 per item handling charge
Gold and Sunshine Coasts	Cost + \$3.00 per item handling charge
3kg satchels	Cost + \$5.00 per item handling charge
5kg satchels	Cost + \$5.00 per item handling charge
Consignments over 5kg	Cost + \$10.00 per item handling charge
STD, ISD, Mobile and other non-local calls	Cost to us.
Service, delivery, lodgement or settlement agents	Cost to us + 50%

SCHEDULE E

PROFESSIONAL, PARALEGAL AND SECRETARIAL FEES

Managing Partner	\$450 Per Hour + GST
Partner	\$350 Per Hour + GST
In house Counsel	\$320 Per Hour + GST
Associate	\$300 Per Hour + GST
Consultant	\$280 Per Hour + GST
Intermediate Solicitor	\$280 Per Hour + GST
Junior Solicitor	\$250 Per Hour + GST
Trainee Solicitor	\$190 Per Hour + GST
Paralegal	\$145 Per Hour + GST
Secretarial	\$130 Per Hour + GST

Where a part or all of the fees are charged on a speculative basis, the applicable rate payable for all professional, paralegal and secretarial fees may be increased by up to 25% at our discretion.

An additional charge for "care and consideration" may be made as a percentage of professional fees not exceeding 30% at our discretion.

This additional charge will usually be assessed by us at the higher end of the permitted rate where the transaction has been unusually difficult or complicated, or you ask for urgent attendance.

We reserve the right to increase our basic charging rates:

- (a) At least once per year;
- (b) By an amount not exceeding 10% at any time;

Fee increases are not effective until you are notified of them, and do not apply to work performed before notice is sent.

If we terminate this agreement we may agree to re-enter into a new agreement with you at a higher rate to compensate for additional risk. If this is the case, this is not an increase under the agreement but a replacement agreement. Naturally, you are free to refuse to enter into such further agreement.



SCHEDULE F ALTERNATIVE COSTS SCHEDULE

SCALE OF COSTS

EXCLUDING GST

General care and conduct

1. In addition to an amount that is to be allowed under another item in this schedule, the amount that is to be allowed for a solicitor's care and conduct of a proceeding the amount the cost assessor considers appropriate having regard to the circumstances of the matter - in this case not more than 25%.
 - a. the complexity of the proceeding; and
 - b. the difficulty and novelty of any question raised in the proceeding; and
 - c. the importance of the proceeding to the party; and
 - d. the amount involved; and
 - e. the skill, labour, specialised knowledge and responsibility involved in the matter on the part of the solicitor; and
 - f. the number and importance of the documents prepared or perused, without regard to the length of the documents; and
 - g. the time spent by the solicitor; and
 - h. research and consideration of questions of law and fact.

Drafting Documents

2. Drafting a document - for each 100 words \$28.00

Producing or typing

3. Producing any necessary document - for each 100 words \$7.00

Preparing exhibit certificates

4. Preparing an exhibit certificate - each exhibit \$5.25

Copies and printing

5. Copying and printing each page of the total number of pages in a matter that the Assessor considers necessary \$0.90

Perusing documents

6. Perusing a document - for each 100 words \$8.40

Examining or comparing documents

7. Examining a document or comparing documents, if perusal is unnecessary as per the Table of Rates at Item 13(a)

Serving documents

8. Serving one or more documents as required whether



personally, by post, fax or email \$28.00

Attendances

9. Attendance to search or something of a similar nature \$28.00
10. Attendance on Counsel to deliver or uplift documents \$28.00
11. Attendance by telephone that does not involve the exercise of legal skill or knowledge \$31.50
12. Attendance by telephone involving the exercise of legal skill or knowledge, up to and including six (6) minutes duration \$31.50
13. All other necessary attendances including attendances on the client and others whether in person or by telephone:

13 (a). TABLE OF RATES		
For each quarter hour: If by a:		
a)	Partner	\$110.00
b)	Associates	\$96.25
c)	Solicitor	\$82.50
d)	Managing law Clerk	\$70.00
e)	Paralegal	\$70.00
f)	Clerk	\$27.50

Correspondence

14. A short letter of a formal nature, written or received, or forwarding a document without comment \$21.00
15. An ordinary letter, written or received, including a letter between principal and agent \$42.00
16. A special letter (claimed at drafting and producing rate) - refer to Items 2 and 3 above

Transmission of documents

17. Sending documents by facsimile, for each page \$1.00
18. Receiving documents by facsimile, for each page \$1.00
19. Sending documents by email \$0.50
20. Printing an email \$0.50
21. Electronically scanning a document \$0.50

Speculative Matters Uplift

21. Where a part or all of the fees are charged on a speculative basis, the fees stated in this schedule are to be increased by up to 25% at our discretion.



Schedule G

TRUST ACCOUNT AUTHORITY

To: Irish Bentley Lawyers
PO Box 8374
Woolloongabba Qld 4102

From:

Re: **Your matter**
File Reference No.

I authorise and direct you to deduct the sum of \$ _____ from funds held to my credit in Irish Bentley Lawyers Trust Account and transfer same to your General Funds on account of your Tax invoice dated Wednesday, February 03, 2010.

Signed: _____

Dated: ____ day of _____, 2010

Amount remaining to be paid after Trust Transfer: \$Nil

**** PLEASE SIGN AND FAX TO OUR OFFICE ****
ON: +61 7 3891 2033

**** OR POST ****
TO: PO BOX 8374, WOOLLOONGABBA QLD 4102