

BEGER & CO LAWYERS - LEGAL SERVICES AGREEMENT

COMPLETE

Client name(s):..... D.O.B: ___ / ___ / 19__

Address:

Postal/other:

Ph: (Hm): Mobile 1:

Ph: (Wk): Mobile 2:

Email (Hm):..... Email (Wk):

Matter description:.....

Existing Cold call Street sign Internet Adwords Voucher Yellow pages Ad

Other / Referred by: Type of Law:

Danny Beger Alex Boardman Laura Boteff Peter Jakobsen

Emma Marinucci Anna Pantelios

Hourly rates: Lawyers: \$450 +GST Conveyancers: \$250 + GST Secretarial: \$150 + GST

Fixed fee: \$_____ + GST Trust deposit required: \$_____

Fee estimate: \$_____ + GST Fee estimate TBA by letter:

Terms of engagement:

1. You engage us to undertake all work associated with the above matter and you authorise us to incur expense and engage our staff and external barristers and consultants as necessary. The practitioner above will be your primary contact but if you have concerns you are invited to contact the firm principal Danny Beger at any time on 8362 6400 or danny@beger.com.au.
2. Apart from specific work where we have quoted you a fixed fee, for all other work we charge a fee calculated on a time basis in 6 minute units at the rates set out above for each staff member that has worked on your matter. The minimum time period used will be 1 unit or 6 minutes. All rates and fees are exclusive of GST. In addition to our fee we will charge you for our expenses and GST.
3. You agree on behalf of the abovenamed client and personally as guarantor to pay our fees, expenses and GST within 14 days of invoice. We invoice at the end of each month unless otherwise agreed in writing.
4. If you do not pay within 14 days, in addition to our other rights, you agree that we can stop work or cease to act and you agree to pay all of our recovery costs (including for our time) and interest on the unpaid amount at a rate 2% above that prescribed by the Reserve Bank of Australia as the Cash Rate Target. Until you pay us, we retain a lien over your file and documents.
5. You agree to pay money into our trust account (BSB: 035039 Acc: 144001) for anticipated legal and other costs, as we require. You hereby authorise us to pay from trust such amounts as we advise by invoice or otherwise.
6. Any costs received from other parties in litigious matters are unlikely to cover your actual legal costs in full as we charge above court scale and not all items of work are recoverable. If you lose a litigious matter you may have to pay the other side's costs. For more information see the costs disclosures on rear of this agreement.
7. Either party may terminate the engagement at any time by written notice to the other in which case we will invoice you for our fees and disbursements to the date of termination. The law of the State of South Australia shall apply to this Agreement.

I acknowledge that I have **noted the costs disclosures on the back** and read and understood the terms set out above and that by signing below I am entering into a **legally binding agreement** with Beger & Co.

x..... / / 2018

FURTHER INFORMATION AND COSTS DISCLOSURES ON REAR

READ

SIGN HERE



FURTHER INFORMATION AND COSTS DISCLOSURES

(in accordance with the requirements of the Legal Practitioners Act, 1981 and Legal Practitioners Regulations, 2014)

General Information

Our rates of charge for time spent are different from the rates set out in the scales of fees published by the Supreme Court. Although time charging is common there may be other legal practitioners who would be prepared to act for you and charge according to the scale. Depending on the type of work our rates may result in a higher charge than if the Court Scale of Fees were used.

Where we use a credit card to pay costs on your behalf, we may receive reward points or other benefits. You can authorise us to use your credit card instead.

Litigation Matters

Any estimate of costs that we provide to you from time to time only refers to the costs we charge you. In addition, a Court may order you to pay other moneys, including some or all of the costs of other parties.

Your costs with us are payable by you according to our payment terms whether or not you may, if successful in your action, have rights to recover some of your costs from another party or parties.

The scale of fees which applies in the Court in which your action will run will usually determine what can be recovered from the other party if you are successful.

It is a term of this engagement that you, as client, are aware and acknowledge that you have been advised by us that even if you are successful in obtaining an order for costs payable by other parties in the litigation, such an order will not necessarily cover the whole of your legal costs. It is likely to be for an amount substantially less than the costs payable under these terms (in our experience it is likely to be no more than 50% to 75% of your costs due to us). You will have to meet the difference in these costs from your own pocket. It is only in the most exceptional circumstances that a court would order the losing party to pay all of the costs which we have charged you.

If you are unsuccessful you may be liable to pay the costs of other parties to the litigation in addition to our costs. As we are not aware of the extent of the legal work which may be performed for the other side, it is difficult to be precise as to what the amount of such costs might be. We would estimate these may be between 50% to 75% of the amount of your own legal costs.

The above does not apply to Family law matters and some Industrial / employment dispute matters as the relevant Court rules state that each party bears their own costs. In these matters it is only in very limited circumstances that a cost order can be obtained.

Legal Costs – Your Right to Know

You have the right to:

- negotiate a costs agreement with us;
- receive a bill of costs from us;
- be notified of any substantial change to a matter previously disclosed;
- 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 adjudicated within 6 months if you are unhappy with our costs;
- apply for the costs agreement to be set aside;
- make a complaint to the Legal Profession Conduct Commissioner (if you believe there has been overcharging);
- accept or reject any offer we make for an interstate costs law to apply to your matter; and
- 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 the Law Society of South Australia (or download it from their website at www.lawsociety.sa.asn.au).

Your Rights in Relation to Legal Costs

The following avenues are available to you if you are not happy with a bill from us:

- requesting an itemised bill;
- discussing your concerns with us;
- having our costs adjudicated;
- applying to set aside our cost agreement; or
- making a complaint to the Legal Profession Conduct Commissioner (if you believe there has been overcharging).

There may be other avenues available in your State or Territory (such as mediation).

For more information about your rights, please read the fact sheet titled *Your right to challenge legal costs*. You can ask us for a copy, or obtain it from the Law Society of South Australia (or download it from their website at www.lawsociety.sa.asn.au).

Accounting and Financial Advice

We are not qualified to give accounting, taxation or other financial advice and we do not purport to do so. If you have any concerns of an accounting, taxation or financial nature you should seek independent accounting or financial advice. If you do not have your own adviser we can give you several recommendations of good accountants and/or qualified financial planners.

Your File

We are obliged to keep our files for 7 years from the date that we close the file. After that it is likely that we will destroy the file. If you do not want your file destroyed you should collect it from us.

Fraud Prevention

If we ask you to transfer money to our trust account (BSB: 035039 Acc No: 144001) we recommend that you telephone us on 8362-6400 to confirm the authenticity of the request. Please do not transfer money without checking with us first.

Limited Liability

Our liability is limited by a scheme approved under Professional Standards Legislation.