

## General Terms of Engagement and Disclosure Statements

### Terms of our engagement

1. Our terms of engagement and certain disclosure statements under the Uniform Law are set out in our engagement email or letter (including any attachments) and these general terms.
2. You have a right to negotiate a costs agreement and billing method with us.
3. On acceptance by you of our terms of engagement and disclosure statements, they will replace any earlier agreement between us, or statement made by us.

### Scope of our engagement

4. The scope of our engagement is described in our engagement email or letter. Unless otherwise stated, the scope does not include:
  - non-legal services, such as advice on financial matters (for example accounting issues, financial calculations and modelling, the financial standing or creditworthiness of a party to a transaction);
  - advice on tax issues (including GST and stamp duty);
  - advice on relevant changes to the law (or any interpretation of the law) after the date of any advice that we have given to you;
  - advice as regards jurisdictions other than the laws of Victoria and the Commonwealth of Australia.
5. Our advice and other services are limited to the specific factual and legal matters addressed in that advice and those services, and will be given only in relation to the laws set out in writing within the scope of our engagement.

### Benefit of our advice

6. Our advice and other services are provided solely for your benefit as you are our client pursuant to our terms of engagement. No other person may rely on our advice or other services without our written consent.

### Progress reports

7. It is our regular practice to keep clients fully informed of the progress of a matter through both written and verbal reports. Where the estimate is exceeded or the fixed fee changes, we will provide a written update of the estimate and explanation as to why.
8. You have the right to request a written report on the progress of your matter and the legal costs incurred by you to date or since your last bill (if any) and we will provide such a report within a

reasonable period and without charge. In addition, if there are any significant changes to anything regarding our legal costs previously disclosed to you, we will provide you as soon as practicable following that change with information disclosing that change.

9. If a third party is under a legal obligation to pay all or part of our legal costs that you incur, please let us know as we may be required under the Uniform Law to make the disclosures set out in these terms to that party directly. Please contact us if you have any other particular reporting requirements.

### Issue of our bill of costs

10. It is our practice to issue a bill of costs either monthly or at other appropriate intervals during the matter, with a final bill of costs issued at the end of your matter.
11. We may give bills to you in any way specified in Rule 73 of the *Legal Profession Uniform General Rules (Vic) 2015*. For the purposes of that Rule, you consent to receiving bills by fax to the number specified by you, by email address or mobile phone number to the address or number specified by you, or by any other means of electronic transmission agreed to by you.
12. You have a right to receive a bill of costs, which may be in the form of a lump sum or itemised bill. If any bill you receive is not in an itemised form, you are entitled to request an itemised bill within 30 days after receiving a bill that is not itemised or is only partially itemised and we are required to provide you with an itemised bill within 21 days of the date of such request.

### Payment of our bill of costs

13. The terms of payment of each bill of costs will be net cash within 14 days. If there is more than 1 client named in our engagement memorandum or letter, all clients will be jointly and severally liable for our costs, except to the extent we have agreed to a different billing arrangement. For example, if we have agreed that clients will be proportionately liable for our costs, we will apportion and issue our bills of costs accordingly.
14. You will be liable to pay the bills of costs issued to you whether or not you have a right of recovery or indemnity from a third party and whether or not a third party seeks a review of our costs.
15. Interest on legal costs unpaid for 30 days is payable at a rate of 8%.

### Disputes regarding our legal costs

16. In the event of a dispute between us in relation to legal costs you have a right to seek the assistance of the designated local authority (the

Victorian Legal Services Commissioner). Further information regarding your rights with respect to any bill of costs will be set out in each bill of costs we issue.

#### **Money held by us on trust**

17. We may require you to pay funds into our trust account before we commence or continue work on or incur significant disbursements in relation to your matter. We will provide details to you of any such amount as and when we require it. If this is likely, we will give you as much notice as possible.
18. By retaining us, you will give us the authority to pay professional fees and disbursements from any money that we were holding for you in our trust account in accordance with the Act.
19. If we pay legal costs from funds held in our trust account we will send you a trust account statement.

#### **Dealing with documents**

20. Where we create or are in possession of hard copy documents you consent to us converting them to an electronic file and destroying the hard copy.
21. When your matter is over, we will keep all electronic documents but will generally return important original hard copy documents. We will be authorised to destroy our entire file, except documents you have asked us to keep in safe custody, seven years after we give you our final bill of costs although we generally retain all electronic files perpetually.
22. We may be entitled to keep papers and documents and file material while you owe us money for our professional fees and disbursements pursuant to our common law right known as a 'solicitor's lien'.

#### **Privacy**

23. In the course of our business we may collect personal or sensitive information from various sources including publicly-available information and records of our communications. We collect personal information to provide our services, meet our obligations and protect our lawful interests and we may share that information with courts, regulatory authorities, service providers and others.
24. These parties may be located in other states or countries, and while they will often be subject to privacy and confidentiality obligations, you accept that they may not always comply with the specific requirements of Australian state or federal privacy laws.

#### **Electronic communication**

25. Electronic transmitted information cannot be guaranteed to be secure or error free and it is possible that information may be adversely affected or unsafe to use due to matters outside of Peer Legal's reasonable control. Peer Legal will not be liable to you in respect of any loss, damage, error or omission arising in connection with the electronic communication of information to you, except where it is caused by a negligent act or omission or the breach of a consumer guarantee by Peer Legal.

#### **Jurisdiction**

26. The law of Victoria (including the Uniform Law as applied in Victoria) will apply to our terms of engagement.

#### **GST**

27. If we are liable to pay any GST on our professional fees or disbursements, we will recover the GST from you (though, with disbursements, we will only seek to recover that part of the GST which is in excess of any input tax credit we are entitled to receive).

#### **Termination of our engagement**

28. You may terminate this agreement at any time by written notice. We may stop acting for you if:
  - you do not pay any bill of costs when due;
  - you do not give us adequate instructions or you give us instructions that we consider are false or misleading;
  - a conflict arises that makes it impossible for us to continue to act for you;
  - we consider that we have completed all work within the scope of our engagement; or
  - there is any other just cause for doing so.
29. If we cease to act for you for any reason:
  - we will remove our name from the court record in any court proceedings;
  - you will receive a final bill of costs that will include all outstanding costs; and
  - you must pay our costs up to the date we cease to act.

#### **Definitions**

30. In these general terms:
  - 'you' and 'your' means the client named in our engagement memorandum or letter;
  - 'we', 'our' and 'us' means Peer Legal; and
  - the 'Uniform Law' means the *Legal Profession Uniform Law (Victoria)* set out in Schedule 1 of the *Legal Profession Uniform Law Application Act 2014 (Vic)*.