

CLIENT AGREEMENT

Between: Jacobson Mahony Lawyers (the firm)

And: [NAME] (the client)

The *Legal Profession Act 2007* requires that a written agreement be entered into setting out the work the firm is to perform for the client and how the firm will charge the firm's fees and costs to the client.

1. The Work

Pursuant to the information and instructions provided by the client, the firm will perform the following work:

- 1.1 Take instructions from the client and advise the client in relation to the criminal prosecution being brought against the client; and,
- 1.2 Investigate, prepare for and represent the client in any Court proceeding pertaining to the criminal prosecution being brought against the client.

These are the client's instructions as understood by the firm. The client should immediately contact the firm if the firm has misunderstood the client's instructions.

It is impossible at the outset of most matters to know what course the matter will ultimately take. The firm will confirm the client's instructions in writing at each stage of the work. This written advice will constitute an amendment to this agreement.

2. Persons Who Will Perform the Work

- Jason Jacobson
- Darren Mahony

From time to time, it may be necessary to utilise the skills of other members of the firm.

The client should contact [Solicitor] with any queries regarding the work but if the client has any concerns about the performance of work, or feels unable to discuss any problem with the person primarily responsible for the work, [partner] should be contacted.

3. Fees – How Calculated

3.1 Fees charged on a time basis

This retainer agreement constitutes the basis for determining how much the client pays for the work done by the firm. In the absence of a fixed fee arrangement struck in writing, the firm operates on a time cost basis. Time charging may result in a higher or lower bill than charging on the basis provided for in the relevant Court scales, being the District Court and Magistrates Court scales.

This agreement replaces the relevant Court scales.

3.2 Charge out rates

The charge out rates applied by the firm in respect of the attendances of its professional staff are as follows:

Lawyers

| | |
|----------------|--------------------------------|
| Jason Jacobson | [\$Amount] per hour (plus GST) |
| Darren Mahony | [\$Amount] per hour (plus GST) |

All attendances conducted by the professional staff of the firm are charged. These attendances include, but are not limited to, Court attendances, telephone attendances, personal attendances on the client and the client's witnesses, attendances at police stations and other locations on behalf of the client, perusals, research and any other necessary attendances. The firm will charge its time on the research and any other necessary attendances. The firm will charge its time on the basis of the applicable hourly rate of the professional staff member involved according to the number of whole hours, or portion of a whole hour on a pro rata basis, spent by the professional staff member of the firm performing the work.

The costs of support services such as secretarial, word processing and accounting services will not be charged to the client, except in relation to secretarial services for typing of documents over 5 pages in length including, but not limited to, documents such as police records of interview, field tape recordings and interviews conducted by the firm. Such services will be charged at the rate of \$150.00 per hour + GST.

4. Costs (outlays)

In addition to the professional fees set out in item 3, the client will pay all costs properly incurred by the firm on behalf of the client. These may include:

4.1 Costs to be incurred on the client's behalf. Throughout the conduct of the matter the firm may incur costs on behalf of the client. These costs may include, but are not limited to, the following:

- Barrister's (or counsel's) fees;
- Search fees;
- Courier fees;
- Expert witness or consultant's fees;
- Medical reports;

- Filing and lodgement fees;
- Bank charges;
- Government revenue charges;
- Process server's and investigator's fees;
- Agent's fees including intra and inter state lawyers;
- Witness expenses and conduct monies;
- External consultants;
- Business class/standard travel, accommodation and meal (excluding alcohol) expenses; and
- Transcript fees.

The major costs likely to be incurred are barrister's fees and medical report fees. If these costs are likely to be incurred, the firm will advise the client in writing of the likely costs associated with these services in advance of the costs being incurred and will seek the client's approval before incurring such costs. This advice will constitute an amendment to this agreement.

5. Estimates of Fees and Costs

- 5.1 It is impossible for the firm to give the client any realistic estimate at the outset of the matter as to the likely costs involved. Throughout the matter, the firm will advise the client in writing of the likely fees and costs associated with each stage of the matter. This advice will constitute an amendment to this agreement.
- 5.2 The firm operates on a "costs up front" policy. The firm will require security for the costs by the way of a deposit of monies into its trust account for each step of the proceedings in which the client is involved. Accordingly, the firm will require advance payments to be made from time to time as the matter proceeds. The firm will provide the client with an estimate of costs for each stage in the proceedings, and the client will be given reasonable written notice of the requirement to make further advance payments in this regard. The client must adhere to the time limits stipulated for the making of such further payments.

6. Extraordinary Work

- 6.1 The firm will obtain the client's express approval for any extraordinary items of work that would not normally be undertaken in similar cases. The client acknowledges that the charges for such items may not be recoverable from another party to the action or transaction.
- 6.2 This clause has no application if the firm has struck in writing a fixed fee agreement with the client.

7. Applicable Federal Legislation

- 7.1 The client acknowledges that by reason of the enactment of **A New Tax System (Goods and Services Tax) Act 1999** (Cth) ("the Act") as from 1 July 2000, the firm's fees and costs (outlays) will be subject to an additional levy reflecting the goods and services tax ("GST") applicable to the provision of services by the firm. The client agrees that should he/she be liable to pay the firm's fees and costs (outlays)

pursuant to the provisions of this agreement, then the client will further be liable to pay to the firm the amount of such GST levied from time to time in accordance with the provisions of the Act.

- 7.2 The client acknowledges that by reason of the enactment of the ***Financial Transactions Act 1988*** (Cth) an obligation is placed on the firm to report certain cash transactions, namely cash transactions involving the transfer in Australia of currency (i.e, coin and paper money of Australia or of a foreign country) of the equivalent of AUD \$10,000.00 or more.

8. Accounts

- 8.1 All Accounts submitted by the firm to the client will be set out in a way that enables the client to determine the nature of the work performed by the individual members of the professional staff of firm and the time taken to perform such work in each case so that the client has sufficient details of the work done to allow the client to decide whether the fees and costs incurred by the firm on behalf of the client are reasonable.
- 8.2 Accounts will be issued by the firm to the client after the completing of any stage of the matter or when requested by the client.
- 8.3 Accounts are to be paid within 7 days of the date of issue.

9. Party and Party Costs

Costs are not normally payable in criminal matters. There are certain exceptions to this general rule (for example, appeals under section 222 Justices Act 1886) (Queensland) and summary trials). The firm will advise the client in writing in relation to any costs implications where relevant. This advice will constitute an amendment to this agreement.

10. Amendments to this Agreement

Any amendments to this agreement must be made in writing.

11. Change of Solicitor or Firm

- 11.1 The client may change solicitor or firm at any time.
- 11.2 The client must give the firm notice in writing of the change to a new solicitor or firm.
- 11.3 The firm may charge the client for fees and costs (outlays) incurred up to the time when the notice is given to the firm and for reasonable costs and outlays incurred in transferring the file to the new solicitor or firm.
- 11.4 The firm may retain the client's file until all fees and costs (outlays) are paid.

12. Termination of this Agreement

- 12.1 The client may terminate this agreement and withdraw his/her instructions at any time and for any reason.
- 12.2 The firm may terminate this agreement and cease to act for the client for lawful cause or if the client:
- a. Breaches the agreement;
 - b. Requires the firm to act unlawfully or unethically;
 - c. Fails to give the firm adequate instructions;
 - d. Indicates that the client has lost confidence in the firm;
 - e. Fails to pay for any accounts delivered pursuant to this agreement or to provide money to be paid into trust as may be required from time to time pursuant to item 5.2; or
 - f. Loses legal capacity.
- 12.3 The firm will give the client reasonable notice of its intention to terminate this agreement.
- 12.4 If this agreement is terminated by the firm in accordance with the provisions of this agreement or by the client, the firm is entitled to all outstanding fees and costs (outlays) incurred up to and including the date and time of termination and will be entitled to retain possession of the client's file until payment of those fees and costs (outlays) is made.

13. Duties

- 13.1 The firm's duties:
- a. The firm will carry out the work required with professional skill and diligence; and
 - b. The firm will, as far as is reasonable, keep the client informed of the progress of the matter.
- 13.2 The client's duties:
- a. The client will make reasonable efforts to be available to give the firm instructions in relation to the work to be undertaken by the firm on behalf of the client; and
 - b. When the client anticipates being absent from his/her residence or business during a time when instructions will need to be given to the firm, the client will make arrangements to enable contact to occur between the firm and the client.

14. Qualified Advice

From time to time the advice given by the firm to the client will be based on information supplied by the client and or others and any assumptions and or qualifications arrived at there from and those assumptions and or qualifications will be set out in the advice.

The firm will not be liable for any part of the firms advice that is conditional upon any of those assumptions, circumstances and instructions where further information or events make any part of the firms advice incorrect.

15. Independent Advice

The client has been formed that he/she can seek independent advice in relation to this agreement.

16. Acknowledgement

16.1 The client has read, understood and agrees to be bound by the terms of this agreement;

16.2 Prior to entering into this agreement, the client has read and understood the information contained in Form 1 – Form of Disclosure of Costs to Clients of the *Legal Profession Act 2007 (s 308(5))* a copy of which is **attached**; and

16.3 The client has received and will retain his/her own copies of this agreement and the Form of Disclosure of Costs to Clients.

17. Retention of your documents

17.1 We will, on completion of the Work, retain any papers to which you are entitled, but leave in my/our possession (except documents deposited into safe custody) for no more than seven (7) years and on the undertaking that we have your authority to destroy the file seven (7) years after the date of the final bill rendered by us in this matter.

SIGNED for and on behalf of Jacobson Mahony by:

.....
Solicitor

.....
Witness

Dated this day of 2018.

Signed by you as client:

.....
Client: [Name]

.....
Witness

Dated this day of 2018.

APPENDIX

Apart from the retainer, the firm also requires the client to execute a Trust account authority, a copy of which is attached.

For the convenience of the client, the firm's banking details are as follows:

Jacobson Mahony Lawyers Trust Account
Bank of Queensland
BSB No. 124 022
Account No. 22535022
Reference: [reference]

When depositing funds into the firms trust account at the bank (or by internet), the client is requested to contact the firm to inform them of the transaction as there is no other efficient way of tracing such deposits. This will enable the firm to recognise readily the client's deposit of fund to the firms trust account and to facilitate timely issue a receipt.

Our offices are generally open 8:30am to 5:00pm Monday to Friday. Consultations can be arranged outside those times if necessary. For URGENT assistance in criminal matters we can be contacted on:-

| | |
|----------------|--------------|
| Office | 07 5532 1999 |
| Jason Jacobson | 0409 321 999 |
| Darren Mahony | 0408 321 999 |

TRUST ACCOUNT AUTHORITY

TO: Jacobson Mahony Lawyers

CLIENT: [NAME]

FILE NO: [FILE NO.]

I, [NAME] of [Address] in the State of Queensland: -

1. Declare that any monies placed in your trust account by me or on my behalf are not derived from the proceeds of any criminal activity.
2. Authorise and direct you to operate monies held in your Trust Account on my behalf:-
 - 2.1 Reimburse you in respect of any professional fees rendered by you to me;
 - 2.2 Reimburse you in respect of any outlays and disbursements incurred by you on my behalf;
 - 2.3 Pay to you the Goods & Services Tax liable to be paid on your account (which includes outlays);
 - 2.4 Transfer such trust funds between any of my files as required by you from time to time; and
 - 2.5 Invest such trust funds in accordance with my instructions.
3. Acknowledge that the failure to provide my Tax File Number to you will result in taxation being imposed upon interest accruing on any funds invested.
4. Consent to my files being costed by an independent Legal Costs Assessor if required by me or you at my expense.
5. Consent to you sending interim accounts for my payment.
6. Consent to you either destroying or forwarding my complete file to me at the conclusion of the matter.*

DATED at this day of 2018.

Signed:
 [Name]

Please note:-

Our accounts are delivered conditionally and subject to our reserving the right to withdraw same prior to unconditional payment of the total and deliver a substituted bill of costs in taxable form.

* In the absence of your written instructions to the contrary our usual practice is to destroy files after the expiration of 7 years from the date of completion of the matter. Under Section 6(4) of the *Trust Accounts Act* we are required to retain your trust account records for a period of 7 years. In accordance with this Act your trust account records will be kept for 7 years upon completion of your file.

Form 1
Legal Profession Act 2007 (s 308(5))

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

Between: Jacobson Mahony Lawyers (*the firm*)

And: [Name] (*the client*)

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 the Queensland Law Society or download it from their website at www.qls.com.au.

I, [Name] acknowledge that I have read and understood the contents of this Disclosure Notice.

Dated this day of 2018.

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Client: [Name]