GUARDIAN
WILLS & PROBATE

CLIENT ENGAGEMENT AGREEMENT

This document constitutes an offer to the client to enter into a cost agreement (commonly known as an 'engagement agreement') with the Law Practice and for the Law Practice to act for the client in relation to the services defined herein.

PARTIES

LAW PRACTICE:	Gregson Empire Pty Ltd (ACN 625073618) as trustee for Gregson Family Discretionary Trust (ABN 37986332445) trading as Guardian Wills & Probate Lakeside Joondalup E023 37 Boas Avenue Joondalup WA 6027 Liability limited by a scheme approved under professional standards legislation.
CLIENT:	[[FirstName|Pt=Client]] [[LastName|Pt=Client]] ("the client").

1. THE SUBJECT MATTER AND SCOPE OF WORK

1.1 This agreement sets out the terms and conditions upon which the Client retains the Law Practice to act for the client in relation to the matters outlined in the single fee estimate ("single fee estimate").

1.2 The law practice is only contracted to provide legal services as set out in the single fee estimate. Should additional work be required beyond the initial single fee estimate and should that additional work be requested by the client, then an additional estimate of work will be sent for that work.

1.3 The gross total set out on the estimate to be provided to the client is the 'single fee estimate,' for the purposes of the law practices obligations under the *Legal Profession Uniform Law Application Act 2022* (WA) and *Legal Profession Uniform Law Application Regulations 2022* (WA), the *Legal Profession Uniform General Regulations 2015* (WA) and the *Legal Profession Uniform General Rules 2015* (WA) (collectively referred to as the 'uniform law').

1.4 The 'single fee estimate,' is affected by the matters set out in this agreement in general, and in respect of the recoverability of those fees by clauses [3] and [4] of this agreement.

2. PROFESSIONAL COSTS AND DISBURSEMENTS – HOW THE LAW PRACTICE WILL CHARGE YOU

2.1 The Client acknowledges that they understand: The costs the Client is to pay the Law Practice for work undertaken in relation to the single fee estimate will be charged as a fixed fee (unless expressly negotiated and agreed with the law practice) namely, at the amount set out in the scope of work.

2.2 The fixed fees include office disbursements (such as printing, postage, and other sundries) but excludes the Goods and Services Tax ("GST").

2.3 From time to time, the Legal Costs Committee makes legal costs determinations regulating the maximum costs that may be charged by law practices. A legal costs determination is applicable to the subject matter ("the costs scale"). It is likely that the fixed fee detailed in the scope of work, and the hourly estimates used to define the fixed fee, will exceed the costs provided for in the costs scale. The cost scales can be downloaded and reviewed at http://www.legalcosts.wa.gov.au.

2.4 The relevant cost scales detail the charge-out rates of practitioners and support staff depending on the extent of that employee's experience. The client acknowledges that in the conduct of their matter several different practitioners and legal support staff may contribute to the work performed on their file.

2.5 The client further acknowledges that the rate in any fixed fee scope of work is not an hourly rate, but a rate based on the value of the law practices services as a team. Any fixed fees agreed to by the client in the scope of work represent an overall value-based fee. The fees have regard to the firm's use of technology and other efficiencies, the complexity of the matter, the experience of the firm, the cost sensitivity of the matter, and consideration for a loss of revenue which the firm incurs because of capping or fixing fees as opposed to charging on a time basis. The client acknowledges that these matters are a justification for paying any amount more than the cost scale.

2.6 The client confirms that firstly, they have read and considered the relevant cost scale (mentioned above) and secondly, considers even if the law practice's costs exceed, or even significantly exceed, the items in the scale, the costs set out in the fixed fee scope of work are both fair and reasonable.

2.7 Occasionally a description in a fixed fee single fee estimate provided at the commencement of a matter may not precisely describe the work performed thereafter. A prime example is a 'letter of advice' which may end up being 'an email of advice'. Other examples may include an 'attendance at a case management hearing' which may actually end up being 'an attendance at a directions hearing' or 'an attendance at a special appointment'. Whilst the scope of works is intended to be as accurate as possible in its description, the client understands that where the work performed does not vary in substance but only varies in form or description, then the law practice can charge the same quantum for the item set out in the scope of works howsoever described.

2.8 Where a single fee estimate states that the fees will be charged on 'a time basis' or 'an hourly basis' then the hourly rates chargeable by this firm will be as set out in the fee estimate to this agreement all of which are above the scale maximums expressed in the cost determinations.

3. COST RECOVERY ACKNOWLEDGEMENTS

3.1 This clause relates to contentious matters, and in limited circumstances non-contentious estate administration matters.

3.2 Party/party costs can be awarded by a court requiring one party (usually the unsuccessful party) to pay legal costs of the other party (usually the successful party). Alternatively, a costs figure may be negotiated by us as part of a settlement. In practical terms, party/party costs reimburse a party for legal costs they have paid, or are liable to pay, to their legal practitioner.

3.3 However, even if you are successful in your action the party/party costs awarded to you may not cover all of your legal costs. For example, if you are successful, you may only recover from the unsuccessful party the maximum costs set out in the relevant cost scale (mentioned above).

3.4 If you are unsuccessful, then subject to your right to apply for a taxation of this law practice's costs before a taxing officer, you are responsible for the costs of this law practice on an indemnity basis as set out in the fixed fee scope of work.

4. COST ESTIMATES IN LITIGATION AND CONTESTED MATTERS

4.1 A taxation of costs may reduce your cost liability by 10% to 30% or more. In most fully defended succession law matters, each party is likely to spend at least $100,000.00 plus GST and disbursements plus counsel's fees (if counsel is engaged) if the matter proceeds to a defended trial in the Supreme Court of Western Australia.

4.2 This means in a contested litigation, if you are successful, you may only recover $70,000.00 of your $100,000.00 cost bill to this firm.

4.3 If you are unsuccessful, you may be required to pay $100,000.00 for your own costs to us (which may be reduced on a taxation) and $70,000.00 - $100,000.00 of the other party's costs.

Litigation Scenario	Estimated Financial Outcome
If Successful	You may only recover $70,000.00 of your $100,000.00 cost bill from the unsuccessful party.
If Unsuccessful	You are responsible for your own costs ($100,000.00, subject to taxation) PLUS the other party's legal costs (estimated between $70,000.00 and $100,000.00).

4.4 The client acknowledges that clause [4.1] of this agreement constitutes 'a genuine estimate' concerning the effect of the costs on their matter. Should the client wish to know more precisely the cost and/or taxation implications on their matter, they may request the law practice to provide advice following a detailed review of their file.

5. UPLIFT FEES FOR DEFERRED FEE LITIGATION MATTERS

5.1 This clause only applies to litigation matters and then only to agreements between the law practice and the client to defer the client's payment of the law practice's fees until the conclusion of the litigation.

5.2 An 'uplift fee' is an additional amount payable on the conclusion or outcome of the matter the subject of the agreement (whether that be a judicially determined outcome or settlement agreement). The uplift fee compensates this law practice for the risk and loss of income in entering a conditional agreement/deferring our fees.

5.3 The client acknowledges that the definition of a 'successful outcome' under this agreement is 'any settlement agreement of any kind', or 'any judicial determination of whatsoever nature'.

5.4 If the law practice has offered a deferred fee agreement, then by virtue of that offer, the law practice holds 'a reasonable belief that a successful outcome of the matter is reasonably likely'.

5.5 The uplift fee that is payable on deferred fee matters is 25% of the fees charged to the client in accordance with clauses [1] and [2] of this agreement. The estimate of the uplift fee is given by reference to the single fee estimate provided to the client or any subsequent fee estimates.

5.6 If a deferred fee matter is entered into, a cooling-off period of not less than five clear business days applies to this agreement, during which the client, by written notice, may terminate the agreement.

5.7 Provided always, that should a client terminate a conditional costs agreement within the cooling-off period, the law practice may recover only those legal costs in respect of legal services performed for the client before that termination, and that were performed on the instructions of the client and with the client's knowledge that the legal services would be performed during that period. Disbursements are to be paid irrespective of the outcome of the matter.

5.8 If this cost agreement or engagement agreement is terminated after the cooling off period under clauses [27] or [28] of this agreement, the client acknowledges that the uplift fee is payable in any event.

6. GOODS AND SERVICES TAX

6.1 The Client agrees to pay the GST at the rate set by the Australian Federal Government (as amended from time to time) where applicable. The GST rate is currently 10%.

7. BILLING

7.1 The Client has a right to receive an invoice from the Law Practice. The Law Practice will render an invoice comprising the Fixed Fee ("the Account"), upon completion of each phase or item in the scope of work or on a fortnightly basis.

7.2 The Client agrees to pay the Account within 14 days of the date of the Account, subject to the Client's right to dispute costs as outlined below. The Account is a final account for the services referred to in the Account.

7.3 The Account will be rendered in a lump sum form unless the client requests an itemised bill. Any itemised bill rendered to the client will not show the firm's usual hourly rate, but rather will show a time figure only.

7.4 It is irrevocably accepted by the client that should the matter proceed to taxation of costs or a dispute over costs, the propriety, adequacy, and reasonableness of the fixed fees shall be referable to the matters set out at 2.5 of this agreement.

8. PERSONAL GUARANTEES

8.1 In circumstances where the client is engaging the law practice in a representative capacity, for example as executor of the estate of a deceased person, or as a director of a proprietary company, or as the trustee of a trust, then the individual (natural person) who approves the cost agreement and gives instructions to the law practice personally guarantees the costs of the law practice and without creating an express or implied lawyer client relationship in their personal capacity, hereby agrees to be bound by the terms expressed in this agreement in their personal capacity.

9. DISBURSEMENTS AND THIRD-PARTY EXPENSES

9.1 The Law Practice will charge for third party disbursements which may include but are not limited to land titles office registration and search costs, death/birth/marriage certificate application costs, bank title-production costs, stamp duty, ASIC searches, court filing fees and the like, those costs are in addition to the fixed fee and will be passed on to the client.

9.2 Travel Costs

The Client agrees to pay the Law Practice's reasonable travel expenses, to be agreed in advance with the Client, if it becomes necessary to travel intrastate, interstate or overseas.

9.3 Counsel Fees

The Law Practice will obtain the approval of the Client to brief Counsel to provide written advice, draw documents and appear for the Client. The Client authorises the Law Practice to negotiate the fees payable to the Counsel to be appointed on the Client's behalf, and the Law Practice will obtain the Client's approval before finalising any such arrangements.

The client understands that a brief to counsel is a contractual arrangement as between the law practice and counsel. It is not a contractual agreement between the client and counsel. In the very unlikely event that a complaint is raised by the client over the propriety, adequacy, or reasonableness of counsel's fees, the client irrevocably authorises the law practice to immediately pay counsel on a full indemnity basis from any funds that they hold in trust and to indemnify the law practice from its liability to pay counsel's fees.

9.4 Expert Costs

The Law Practice will obtain the approval of the Client to instruct and engage experts necessary for the investigation, preparation, and presentation of the Client's case. The Client authorises the Law Practice to negotiate the fees payable to the experts to be engaged on the Client's behalf, and the Law Practice will obtain the Client's approval before finalising any such arrangements.

9.5 Another Law Practice

The Law Practice will obtain the approval of the Client to instruct another law practice on behalf of the Client. For example, the Law Practice may need to instruct another law firm on behalf of the Client. The Law Practice will obtain the Client's approval before finalising any such arrangements.

10. ACCOUNTS AND PART-WAY TERMINATION

10.1 The Client has a right to receive an account from the Law Practice. The Law Practice will render accounts on the completion of the items in the scope of work. The Client agrees to pay such accounts within 14 days of the date of the account, subject to the Client's right to dispute costs as outlined below. Each account is a final account for the services referred to in that account.

10.2 An account will be rendered in a lump sum form unless the client specifically requests an itemised account.

10.3 If the law practice or the client terminates their instructions part-way through a fixed fee component of work in the scope of work, then client will be billed on an hourly basis at the scale hourly rate set out in the applicable cost determination (as amended from time to time) and not for the full amount of the fixed fee.

11. INTEREST ON UNPAID ACCOUNTS AND DEFAULT

11.1 The Law Practice may charge the Client interest on the amount of any rendered accounts, that remain unpaid for longer than 30 days after the Law Practice has given the account to the Client. The rate of interest payable is 6% per annum or the Reserve Bank of Australia (RBA) cash rate target plus 2% whichever is the greater.

11.2 Notwithstanding clause 11.1 of this agreement, if the law practice lawfully terminates this agreement and thereafter issues a letter of demand for payment of outstanding costs, the client agrees that the law practice has a contractual right to charge a default interest at a rate of 18.99% per annum, or such higher rate of interest for unsecured personal lending as set by the law practice's bank from time to time compounding monthly on unpaid balances from the date of the issuing the demand.

12. MONEY IN TRUST AND STANDING AUTHORITIES

12.1 The Law Practice may request that the Client pay money into the Law Practice's trust account to meet the Law Practice's anticipated professional costs, disbursements and/or expenses. This is particularly applicable in cases of deferred fee agreements post mediation (where the client instructs the law practice to turn down a reasonable offer of settlement to go to trial and where it is possible that the client will not receive any settlement or judgement funds). It would not be fair for the law practice to undertake thousands of dollars of work and then not get paid or have security for its costs. Once the scope of work provided to the client is completed the law practice may request money in trust for the original scope of work and any supplementary scope of work beyond mediation.

12.2 The Client authorises the Law Practice to withdraw funds, held from time to time in the trust account, for expenses reasonably incurred by the Law Practice in the conduct of the matter costs that may be due and payable by the Client to the Law Practice and any other expenses for which the Client is responsible or authorised the Law Practice to pay.

12.3 Notwithstanding the 7-day time limit expressed in rule 42 of the Legal Profession Uniform General Rules 2015 (WA), and subject always to the client's rights to object or to a taxation or assessment of costs under the uniform law, the client irrevocably authorises the law practice to pay any account it issues from the client's trust monies immediately following the law practice issuing an account to the client.

12.4 The client acknowledges that this agreement constitutes 'written instructions to withdraw money' given by the client 'before effecting the withdrawal' within the definition of rule 42 and acknowledges that service of any account from the law practice constitutes 'a request for payment' or 'notice of withdrawal' within the definition of rule 42.

12.5 For the sake of expediency and acknowledging that the client may not promptly be contactable for an individual written authority, the client authorises the law practice to pay the following disbursements/expenses without the need for a separate written trust account authority:

- **Estate Planning:** Conveyancing, stamp duty, and land titles office ("Landgate") disbursements in relation to estate planning matters.
- **Deceased Estates Administration:** Testamentary and non-testamentary expenses of an estate including funeral accounts, electricity, water, insurances, conveyancing disbursements, trustee and creditor notices.
- **Estate Litigation:** Filing fees and service fees which need to be paid, including originating process filing fees, mediation appointment fees, fees associated with entering the matter for hearing, counsel's fees, process server fees and the like.

12.6 The client agrees, subject to clause [21] of this agreement, that unless the law practice is expressly directed in writing to the contrary, the law practice is authorised and directed to return client trust money to any account that they have nominated during the conduct of their matter without notice.

12.7 All law practices in Western Australia are prohibited by law from earning interest on client trust money. When the law practice receives and then holds client trust monies, unless the law practice is directed in writing by the client to invest that money, the client will not earn interest on that money. It is the responsibility of the client to direct the law practice to invest the money in interest-bearing accounts or other investments which are permitted by law.

13. CONTROLLED MONEY ACCOUNTS

13.1 The parties acknowledge that this clause is intended to operate in respect of Part 4.1 of the uniform law. This clause satisfies the definition of 'written direction' within the definition of Part 4.1 and s139. The written direction within this section includes the opening and deposit of money into a controlled money account, as well as the closure and disbursement of the account. It constitutes both a current direction and a 'later written direction'.

13.2 The service standard to open a controlled money account is 30 days and the parties consider that this amount of time meets the definition of as soon as practicable.

13.3 Draw down on controlled monies: The client gives this written direction to draw down such money as it considers appropriate for the payment of its outstanding costs and disbursements or as security for anticipated costs and disbursements from time to time. In such a case the law practice will affect a draw down as payment from the client's-controlled money to the law practice's general trust account.

13.4 The parties acknowledge that the uniform law and the associated rules do not specify or require that this written direction must include the BSB or account number of the account into which the deposit is to be made. Equally they do not require directions to specify how interest is to be invested (e.g., rate, product type) or the exact form of the investment (unless that is the client's direction). The Rules do not mandate the direction to specify that the account must be an interest-bearing account.

13.5 The client directs that the law practice selects, in their complete and unfettered discretion, an appropriate controlled money account having regard to the likely term or duration that the law practice will need to hold the said controlled money whilst acting for the client. The client indemnifies and releases the law practice (as particularised in clause 22) in respect of their chosen controlled money account and the rate of interest earned on it.

14. POWER MONEY ACCOUNTS

14.1 The parties acknowledge that this clause is intended to operate in respect of Part 4.2 of the uniform law. This clause satisfies the definition of ‘written direction’ within the definition of Part 4.2 and s128. The written direction within this section includes the opening and deposit of money into a power money account, as well as the closure and disbursement of the account. It constitutes both a current direction and a ‘later written direction’.

14.2 The service standard to open a power money account is 30 days and the parties consider that this amount of time meets the definition of as soon as practicable.

14.3 Draw down on power monies: The client gives this written direction to draw down such money as it considers appropriate for the payment of its outstanding costs and disbursements or as security for anticipated costs and disbursements from time to time. In such a case the law practice will affect a draw down as payment from the client’s power money to the law practice’s general trust account.

14.4 The parties acknowledge that the uniform law and the associated rules do not specify or require that this written direction must include the BSB or account number of the account into which the deposit is to be made. Equally they do not require directions to specify how interest is to be invested (e.g., rate, product type) or the exact form of the investment (unless that is the client’s direction). The Rules do not mandate the direction to specify that the account must be an interest-bearing account.

14.5 The client directs that the law practice selects, in their complete and unfettered discretion, an appropriate power money account having regard to the likely term or duration that the law practice will need to hold the said power money whilst acting for the client or for the estate of the deceased. The client indemnifies and releases the law practice (as particularised in clause 22) in respect of their chosen power money account and the rate of interest earned on it.

15. JOURNALLING OF TRUST MONIES

15.1 The client may have more than one file in the law practice. For example, they may have non-contentious estate administration work, estate planning work, or litigation work all performed simultaneously. The client hereby expressly authorises the law practice to journal or transfer trust money from one file (matter trust ledger) to another, for the payment of anticipated costs and disbursements.

15.2 The law practice will endeavor to obtain instructions to journal monies between files on each occasion, however, the client acknowledges that is not always possible and for the sake of expediency gives this ongoing general authority without the need for a separate written trust account authority.

15.3 In circumstances where the client has initially directed the law practice to hold client trust money on account of third party disbursements only (for example on account of counsel’s fees or expert reports) and where this agreement is terminated by either the law practice or by the client, then, this clause expressly authorises the law practice following notice of termination to journal the trust money under clause [15.1] of this agreement, and/or directs the law practice to treat the trust money as ‘general trust money’ on account of the law practices costs and disbursements.

16. IRREVOCABLE AUTHORITY TO THIRD PARTIES

16.1 The client gives the law practice an irrevocable authority (at common law and in equity) as security for the recovery of the law practice's unpaid costs and disbursements. The practice thereby may act as the client's attorney to secure those costs from third parties irrespective of whether so acting creates a perceived or actual conflict of interest between the client and the law practice.

16.2 The client will, if requested by the law practice, execute any instrument settled by the law practice, (to be provided to third parties) to give effect to this clause.

16.3 Any instructions given by the law practice under this clause shall be regarded in priority to the competing instructions of the client as the donor of the power. This agreement may be pleaded as a bar to any proceedings seeking a revocation of this authority.

16.4 The terms of this agreement grant the third-party a full indemnity and release for the payment of any monies, or the transfer of any property, in satisfaction of monies owed under this agreement and this clause may be pleaded as a bar to any proceedings commenced against that third party payer.

17. DOCUMENT RETENTION – PAPERLESS PRACTICE

17.1 The Law Practice is only obligated to retain electronic images or electronic copies of client documents for no more than seven (7) years. Subject to clauses [18.1] and [18] of this agreement, an electronic copy of the client file must be provided by the law practice within a reasonable time of the client's written request to do so.

17.2 Apart from original wills, deeds and certificates, the Client irrevocably authorises the Law Practice to immediately destroy all hardcopy documents it receives from time to time and only to retain digital copies of those documents.

18. EMAIL SUBSCRIPTION

18.1 The client agrees for the firm to add their email address to the law practice's mailing list. This is done with the primary objective of advising the client of any office closures, changes in office hours and changes in law which may materially impact the validity of their documents or ongoing matters with the law practice.

18.2 The email list gives the client a means of regularly updating their contact details with the law practice. Updated contact details allow the law practice to contact you in the case of an emergency, to comply with our ongoing trust accounting and compliance obligations under the Legal Profession Act 2008 (WA) or the Legal Profession Uniform Law Application Act 2022 (WA) and to advise you if a family member has died. The client understands that they can unsubscribe at any time.

19. COLLABORATIVE PRACTICE

19.1 The client authorises the law practice, to discuss and share information regarding their matter with the client's financial planner, accountant, conveyancer, real estate agent, former lawyer (if any) and the like. In the absence of the client electing these agents, the law practice may confer with their own usual agents to seek advice on behalf of the client.

20. THIRD-PARTY MERCHANTS AND LENDING (HUMM)

20.1 The Law practice, offers a referral to Certegy Ezi-Pay Pty Ltd (ACN 129228986) together with Humm Group Limited (ABN 75 122 574 583) (Australian Credit Licence Number 247415) ("Humm") as a third-party merchant payment provider. This referral is made to assist our clients to pay for costs and disbursements if they do not presently have sufficient funds to do so. It also allows clients to have the flexibility for payment arrangements.

20.2 The client understands that the law practice has no financial relationship with Humm (beyond a right for Humm charging the law practice merchant fees) and the law practice is entirely independent. The law practice receives no financial incentive in exchange for the referral to Humm. The client understands that the law practice is not offering credit in any way.

20.3 The client shall satisfy themselves of the appropriateness of any Humm's financial products together with Humm's terms and conditions for lending. Humm terms, conditions fees and charges can be found at http://humm.com.au. The law practice provides no warranty or endorsement of the quality of the financial services offered by Humm.

21. SAFE CUSTODY AND LIMITATION OF LIABILITY

21.1 The client acknowledges and understands that in the use of the law practices safe custody services that: They have obtained at least one copy of their original safe custody documents and will retain a certified copy in a safe place.

21.2 The law practice bears no responsibility for, or liability for consequences of, any loss or damage to the client's original will that occurs during the client's original will being transmitted to the law practice by the client in the post.

21.3 By accepting my documents for storage, the law practice does not check or express any opinion as to the wording, operation, or validity (except where the document was prepared by our office). It is the client's responsibility to keep their documents and the contact details provided to the law practice up to date if their circumstances change.

21.4 If the law practice is named as executor of a client's last Will and Testament, it has the right (subject to any requirement under law) to renounce. Whilst the law practice will endeavor to take reasonable steps in each case, in the event that the law practice is notified of the client's death, or other circumstance (as the case may be), the client releases the law practice from liability for loss by any person arising from its failure to notify, in a timely way or at all, the person(s), or the appropriate person(s), appointed to act under my will (as the case requires) of such circumstances.

21.5 In very limited circumstances, a third party may request a copy or withdrawal of a Will. In those circumstances a letter of authority signed by the testator or appropriate proof of authority and reasons for the request must be provided. If Letter of Authority is provided, we require the third party to provide current identification for the testator. If documents are sent by mail, current photographic identification must be certified by a person authorised under the *Oaths, Affidavits and Statutory Declarations Act 2005* (WA).

21.6 The client consents to the law practice: Using the personal information, that the client provides in data matching so that their personal situation can be confirmed and, where appropriate, the executor contacted or confirmed; and releasing the original documents as follows and (subject to any requirements under law) only as follows: To the client, or to a person authorised in writing by the client to collect the document(s); To a person or persons who provide to the law practice evidence that satisfies the law practice that they are entitled to commence to act as Executor or co-executor, or Applicant for a grant of 'letters of administration with the will annexed'.

22. CLOUD STORAGE, SOFTWARE PROVIDERS AND DATA RISKS

22.1 The law practice utilises Actionstep, Bioverify, Settify, The Prepared Company/BePrepared, Xero, Acuity, Squarespace, Mailchimp, Zapier, Docusign, VXT, and ESN group as cloud-based identification, matter management software, and data backup providers ("the software provider").

22.2 Cloud based matter software means that the client's documents and data are stored on external servers owned or under the control of the software provider. Information about the relevant data security policies can be found at their respective websites (e.g., www.actionstep.com, https://bioverify.me/privacy-policy, www.xero.com, www.esngroup.com.au, https://thepreparedcompany.com, https://www.settify.com.au, https://mailchimp.com, https://www.acuityscheduling.com/, www.docusign.com, www.zapier.com, https://vxt.com.nz).

22.3 There are risks associated with the storage of digital information. Although unlikely, and despite backing-up and protecting your data, it is hypothetically possible for documents and data to become lost, corrupted, damaged, or hacked.

22.4 In respect of these operational methods, the client: Irrevocably authorises the law practice to provide documents and data to the software provider; Indemnifies the law practice from any loss or damage because of data loss by the software provider. The client agrees that this clause may be pleaded as a bar to any claim.

22.5 The client acknowledges and expressly authorises the law practice in its unfettered discretion to provide such of the client's information as the law practice considers necessary to third-party software providers for the efficient management of the practice.

23. CONSENT TO ELECTRONIC COMMUNICATIONS AND SERVICE

23.1 The client universally accepts the email address and or mobile telephone number provided to them can be and will be used by the law practice as the address for service of notices, invoices, correspondence, and any other information.

23.2 The client acknowledges that they will regularly and promptly attend to electronic correspondence and accept liability stemming from a failure to update the address for service of notices.

23.3 The client accepts that short message service displayed as 'Gregson Asc' (or any other email address which states words to the effect that it is not monitored) cannot receive reply messages and is un-monitored.

24. MANDATORY CALL RECORDING

24.1 The law practice utilises VXT call recording and artificial intelligence (AI) transcription as a default for both outgoing and incoming calls. There are several reasons for doing so. Firstly, it allows us to capture crucial information and file notes from the client to assist in the efficient conduct of their matter. Secondly, it serves as a useful file audit tool to protect the law practice and the client from any hypothetical conflict with one another. The client authorises the law practice to record any calls between the client and the law practice.

25. ARTIFICIAL INTELLIGENCE

25.1 On occasion the law practice may use artificial intelligence providers to assist with efficient management of the client's matter. For example, AI may be used to compile tables, draft or improve the quality of documents or written communication. One example is an AI grammar and expression tool. A further example includes AI research services (for example Lexis AI).

25.2 The law practice reserves the right to terminate the agreement if it becomes concerned that the client is communicating with the law practice using artificial intelligence services.

26. QUERYING LEGAL COSTS AND DISPUTE AVENUES

26.1 The Client should not hesitate to contact the Law Practice and/or the Lawyer Responsible, at any time, if the Client has any query in relation to the Agreement and/or the Client's legal costs.

26.2 If an account is rendered in a lump sum form, the Client is entitled to request the practice provide them with an itemised invoice. The Client must make any request to the practice to provide an itemised invoice within 30 days after the date on which the legal costs become payable. The practice must comply with the Client's request within 21 days after the date on which the Client's request is made.

26.3 The following avenues are available to the Client, in the event of a dispute in relation to the Agreement and/or the Client's legal costs:

- The Client may seek the assistance of the Legal Services Complaints Committee (LSCC) if there is a dispute between the Law Practice and the Client about legal costs and disbursements.
- The Client may apply to the Supreme Court for an assessment of the whole or any part of an invoice for legal costs and disbursements even if the legal costs and disbursements have been wholly or partly paid. The Client's application for assessment must be made within 12 months after Law Practice's final invoice on the Client's matter was given to the Client.

26.4 If the Client has sought the assistance of the LSCC in relation to a dispute between the Law Practice and the Client about legal costs and disbursements the Client cannot apply to the Supreme Court for a costs assessment except where the LSCC is unable to resolve the dispute and has notified the Client and the Law Practice of the entitlement to apply for a costs assessment or the LSCC arranges for a costs assessment.

27. TERMINATION – CLIENT

27.1 The Client may terminate the Agreement at any time, by providing the Law Practice notice in writing.

27.2 If the Client requests that the Law Practice cease acting for the Client, the Client acknowledges that the Law Practice's costs will become due and payable immediately upon receipt of the Client's written request that the Law Practice cease acting (this is especially the case with deferred fee agreements).

28. TERMINATION – LAW PRACTICE

28.1 The Law Practice may stop acting for the Client if:

- The Client has not performed any of the obligations required under the Agreement.
- The Client has not given adequate instructions within a reasonable time of being requested to do so.
- The client behaves in an offensive, intimidating or emotionally abusive manner towards the staff of the law practice.
- In the Law Practice's reasonable opinion, it appears that mutual confidence and trust no longer exists between the Law Practice and the Client.
- Where the client insists upon the Law Practice advancing arguments that the Law Practice reasonably believes are 'hopeless', 'doomed to disaster', 'bound to fail' or which are 'not properly arguable'.
- Where the client refuses to accept a reasonable offer of settlement (for the avoidance of doubt a reasonable offer of settlement is defined by the discretion of the Law Practice based on their experience in succession law).
- Where the client disregards the advice of the Law Practice and attempts to pursue an action and/or proceedings that may reasonably be deemed frivolous and/or vexatious (for the avoidance of doubt a frivolous and/or vexatious argument, action or proceeding is based on the Law Practice's experience in succession law).
- In the Law Practice's reasonable opinion, continuing to represent the Client may place the Law Practice in breach of the Legal Profession Conduct Rules 2010 (WA) or ethics governing legal practice in Western Australia.

28.2 The client understands and acknowledges that the Law Practice has a duty to abstain from initiating vexatious, frivolous, or unmeritorious actions and/or proceedings within the court that may constitute an abuse of the court's processes.

28.3 The client understands and acknowledges that the Law Practice will only provide advice that is in the best interest of the client and advice that is designed to bring about a resolution to the client's matter and/or dispute as soon as reasonably practicable.

28.4 The Law Practice will ensure their duty owed to the court, to abstain from initiating actions and/or proceedings that may constitute an abuse of court process, by reason of the action and/or proceedings reasonably being regarded as that of frivolous or vexatious.

28.5 The client understands and acknowledges that the Law Practice reserves the right to abstain from advancing arguments that the Law Practice believes are not reasonably necessary or are not going to produce an outcome more favourable to the client, or arguments that may be reasonably regarded as constituting that of frivolous and/or vexatious to a reasonable person.

28.6 If the Law Practice ceases to act for the Client in any of the above circumstances, the Law Practice will give the Client written notice to that effect. If the Law Practice informs the Client that the Law Practice will cease acting for the Client, the Client acknowledges that the Law Practice's costs will become due and payable immediately upon receipt of the Law Practice's written notice that the Law Practice has ceased acting.

28.7 To the extent that the law practice has agreed to defer their fees for the benefit of the client, if the law practice ceases to act for any reason the law practice's costs become due and payable, and this clause supersedes any collateral agreement.

29. LIEN AND RIGHT TO ENCUMBER

29.1 The Law Practice may retain possession of any of the Client's documents including any documents that are not related to the subject matter until the Client has paid all outstanding legal costs (including expenses), due by the Client to the Law Practice.

29.2 The Client (or any guarantor as defined by clause [8] of this agreement) irrevocably charges their estate or interest in any real or personal property owned by them, whether now or in the future, against any unpaid legal costs, disbursements, or interest.

29.3 The client grants to the law practice a lien over any unpaid award, settlement sum, inheritance owing to the client, judgement debt and the like. That lien and or the payment of any settlement sum have priority over any other payment of costs or lien granted by the client to any other subsequent law practice ('subsequent law practices') following the date of acceptance of this agreement.

29.4 The client acknowledges that they are responsible for drawing any subsequent law practice's attention to the existence of this lien prior to engaging the subsequent practice.

29.5 The security given under this agreement entitles the law practice to encumber any real or personal property of the client including registering the security interest on the Personal Property Security Register.

30. ESCROW AGREEMENTS

30.1 From time to time, the client's money, or other property, may become held 'in escrow,' pending the settlement of a dispute or the administration of an estate. For example, the client may undertake to a third party (through the law practice) that they will not deal with the money or property until the conclusion of the action or some other future time.

30.2 In the past, despite the existence of an escrow agreement the client may change their mind and later instruct the law practice to return trust money to them (this creates a divided interest conflict: not breaching a promise versus breaching our obligations to our client). The other issue is where we cease to act for a client, but the dispute remains on foot. In the latter situation we simply don't want to be stuck holding client money for years whilst not instructed.

30.3 To avoid any divided interest conflict, or any regulatory trust account breaches and the like, stemming from escrow agreements, the client acknowledges that it has read the strict conditions upon which we will hold any money or property in escrow and further agrees to be bound by those conditions. The escrow conditions can be found at www.gregsonandassociates.com.au/escrow.

31. COMPLAINT RESOLUTION AND SERVICE STANDARDS

31.1 The client acknowledges that it has read and considered the law practice's complaint resolution policy and submits to following the policy. The complaint resolution policy and process can be found at www.gregsonandassociates.com.au/complaints. Complaints and client dissatisfaction must be sent to accounts@gregsonandassociates.com.au for them to be properly acted upon.

31.2 The client agrees that it has read and considered the law practice's service standards and submits to that policy. In addition, the client agrees that if the service standards are substantially complied with any complaint made in relation to service delivery is considered as unmeritorious. The law practice's service standards can be found at www.gregsonandassociates.com.au/service-standards.

32. ALTERNATIVE DISPUTE RESOLUTION

32.1 The client agrees that subject to the client's rights in respect of practitioner conduct, costs, and trust fund matters, the client agrees to resolve such other disputes which they have with the law practice (if any) firstly by following the complaint resolution policy and secondly, if the complaint is not satisfactorily resolved, by way of arbitration.

32.2 If arbitration becomes necessary, the client shall provide notice of the client's intention to arbitrate to the law practice, the law practice shall thereafter in their sole discretion select a suitably qualified arbitrator. The costs of the appointed arbitrator shall be paid by the client.

32.3 This agreement may be pleaded as a bar to any proceedings commenced by the client which have not yet satisfied the conditions of dispute resolution contained herein. The complaint or dispute shall remain confidential except as required to provide legal advice from an Australian legal practitioner.

33. INDEMNITY FOR CONSEQUENTIAL LOSSES

33.1 The law practice will fight as hard as possible to get the client the outcomes they want. However, the client acknowledges that litigation is risky and the law complex. Some examples of consequential losses considered by this agreement include, but are not limited to:

- The costs and time associated with making an application to be removed from the court record where the client refuses to take action to change solicitors or file a notice of self-representation.
- Being called to give evidence (for example on an estate planning, estate administration, or litigation matter).
- Defending a claim made by a third party against the law practice.

33.2 The client shall indemnify, defend and hold harmless, the Law Practice, and any of its respective directors and employees from all liabilities, obligations, penalties, claims, judgements, demands, actions, disbursements of any kind and nature, suits, losses, costs and expenses (including, without limitation to reasonable lawyer's fees) arising out of or in connection with acts or omissions for which the indemnified Law Practice otherwise would be strictly liable, in connection with: The client's negligence or willful misconduct; and The client's breach of its representations or warranties under this Agreement.

33.3 The client will indemnify the Law Practice, its directors, and employees from and against all claims, losses, damages, liabilities, and expenses (including reasonable lawyer's fees) arising from the client's breach of any of the client's obligations under this Agreement.

33.4 The client's obligation for indemnification will be predicated upon: The Law Practice providing the client with written notice upon becoming aware of any such claim and the client will co-operate with the Law Practice's requests that reasonably mitigate and/or hinder the extent of damages and/or losses that the Law Practice may suffer or are reasonably likely to suffer if not for the client's reasonable co-operation. The client not being relieved of its obligation for indemnification because of the Law Practice's failure to provide such notice unless the Client is prejudiced in defending such a claim because of the Law Practice's failure to provide such notice.

33.5 The client agrees to indemnify and hold the Law Practice, its directors, and employees harmless from, of, and against any and all loss, liability, cost, damage, or expenses (including reasonable lawyer's fees) and disbursements resulting from: Harm and/or consequential damage that occurs because of the Law Practice taking on the client's matter; Misrepresentations on the part of the client regarding any and all disclosures made to the Law Practice, that was relied upon in administering advice to the client and/or relied upon in proceedings; Punitive and/or exemplary damages where the Law Practice advocated for the client but strongly advised that the client forego and/or avoid formal proceedings due to the Law Practice's anticipation of such proceedings producing an adverse outcome that includes but is not limited to punitive and/or exemplary damages because of instituting and/or proceeding with formal proceedings in the Supreme Court of Western Australia.

33.6 If the Law Practice is required to take any steps to recover any outstanding legal costs due to the Law Practice, the client acknowledges that the reasonable loss of time of the director of the law practice and its employees to recover those costs is a time cost to the business. In terms of quantifying the consequential losses for the lost time. The parties acknowledge that the law practice's usual hourly rates are appropriate and applicable as these costs are lost in pursuing legal work from other clients of the law practice.

34. CONFLICT MANAGEMENT IN ESTATE PLANNING MATTERS

34.1 Perceived conflicts of interest may occur when planning as between husband and wife and/or for other family members. For example, the law practice may prepare a will for both parents and later for their children. In those kinds of circumstances, whilst it is our usual practice to obtain ad-hoc express consent to any conflict as it arises, this clause is a general and express consent for the law practice to prepare estate planning for other family members of the client.

34.2 The client agrees further that this consent will endure the scope of their work unless the said consent is expressly withdrawn by the client by notice in writing to the law practice.

35. VARIATION OF THE AGREEMENT

35.1 The Law Practice will inform the Client in writing of any substantial change to anything included in the Agreement, as soon as reasonably practicable after the Law Practice becomes aware of that substantial change.

36. PRIVACY & STATUTORY REPORTING

36.1 *The Privacy Act 1988* (Cth) applies to the collection, use and disclosure of the Client's personal information. The Law Practice acknowledges the importance of maintaining the confidentiality of the Client's personal information. The Law Practice will only collect personal information that is necessary. The Law Practice will also take all reasonable steps to ensure that the Client's personal information is not disclosed to, or accessed by, unauthorised persons.

36.2 The Client authorises the Law Practice to disclose any information it holds about the Client to others where it is necessary. For example, disclosure may be compelled by law, and it will be necessary to disclose certain information about the Client to the Court and to Counsel (if Counsel is engaged).

36.3 Anti money laundering and counter terrorism reporting: The client acknowledges that the law practice will be required by the *Anti-Money Laundering and Counter-Terrorism Financing Amendment (Tranche 2) Act 2024* (Cth) to report to AUSTRAC (or such other Australian Government entity responsible for the enforcement of this written law) on trustee transactions, especially those which involve the receipt or payment of trust money to international parties.

37. COPYRIGHT

37.1 The Client acknowledges the Law Practice's copyright in all documents prepared by the Law Practice for the Client. That any document prepared by the Law Practice must not be reproduced, adapted, or communicated, except as permitted under applicable copyright law, without the prior written consent of the Law Practice. This is subject to the Client's right to use those documents for the purposes for which they are provided.

38. ACADEMIC / EDUCATIONAL USE

38.1 The client permits the law practice to use de-identified materials or submissions for academic use, professional education, training, or publication. The law practice agrees not to include any identifying particulars of the client.

39. SEVERABILITY

39.1 Each provision of the Agreement is separate and severable from the other provisions in the Agreement. If any provision in its entirety, or part of a provision is found to be invalid or unenforceable, it shall be severed from the Agreement and the remainder of the Agreement will remain effective.

40. JURISDICTION

40.1 The law of Western Australia will apply to the agreement. The Client has the right to accept or reject any offer from the Law Practice that an interstate costs law applies to the Agreement. The Client has the right to require that an interstate costs law applies to the agreement.

41. HOW THIS AGREEMENT CAN BE ACCEPTED

41.1 This agreement can be accepted by any of the following methods:

- By clicking on the confirmation found on our booking site, acknowledging that the client has read and considered the terms and conditions for acting.
- By clicking the “accept button” sent to you in the online scope of work by email or by short message service (SMS).
- In writing (whether by email or digital signature care of DocuSign or any other digital signature).
- By conduct (for example, by continuing to instruct the law practice to act after having been sent a copy of this agreement).

42. NEGOTIATION AND INDEPENDENT LEGAL ADVICE

42.1 The Client acknowledges that the Law Practice informed the Client that the Client may negotiate the terms of the Agreement with the Law Practice, and seek independent legal advice in relation to the meaning and effect of the Agreement, and that it is in the Client’s interest to do so.

42.2 The Client acknowledges that the Law Practice expended time and resources or has offered to expend time and resources, to ensure the Client understands the meaning and effect of clauses [1] to [41] of this agreement before asking the client to sign unless:

- The Client waived their right under this Agreement to an explanation as to the meaning and operation of each clause within this Agreement.
- The Client informed the Law Practice that they would be seeking independent legal advice in relation to the meaning and effect of this Agreement and that they would waive their right under this Agreement to be explained the meaning and effect of this Agreement.

43. CONCLUSION & MANDATORY ACKNOWLEDGEMENTS

43.1 The Client acknowledges that the Client has read, understood, and received a copy of the agreement, and agrees to be bound by all terms and conditions outlined in this agreement.

43.2 The Client agrees that the agreement applies from the date that the agreement is accepted except where the Client accepts the Law Practice’s offer after the Law Practice has already provided legal services to the Client in connection with their matter (for example because of urgency), in which case, the Client does so on the basis that the agreement constituted by the Client’s acceptance of the Law Practice’s offer applies to the work the Law Practice has already performed.

43.3 The Client acknowledges that if they accept our offer it will confer a financial benefit on the Law Practice. By this Agreement, they have been informed that:

- There are law practices in Western Australia who may be prepared to perform the work that the Client has engaged the Law Practice to perform on the basis of charges at a lower cost or who may not require the Client to enter into a costs agreement.
  It is in the Client’s interests to obtain independent legal advice from a different law practice about what acceptance of the terms and conditions offered to you in this document means for you.

GUARDIAN

WILLS & PROBATE

Lakeside Joondalup Shopping Centre

E023 37 Boas Avenue

Joondalup Western Australia

(08) 9300 1708

www.guardianwillsandprobate.com.au