

## ENGAGEMENT OF McGOWAN FAMILY LAW TO PERFORM FAMILY LAW SERVICES

### ACKNOWLEDGEMENT AND INSTRUCTIONS TO ACT

By signing this Agreement or instructing us to perform legal services to you after the date that this Agreement has been sent to you or you have been requested to download it from our website, you ACKNOWLEDGE that you have:

- **read and understood the Disclosure Statement** (Part A) pursuant to Division 3 of Part 4.3 of the Uniform Law; and
- **read, understood and approved this Agreement** (Parts A & B); and
- **read and understood the Family Law Case Management Central Practice Direction**; and
- been advised of your right to get independent legal advice before entering into this Agreement; and
- agreed that you may sign and return this Agreement in any of the following ways:
  - (i) sign the Agreement and return it to the law practice by hand, post, electronically or other method;
  - (ii) reply electronically to the law practice stating that *"I agree to the terms and acknowledgements set out in the Agreement received"* and for the email which contains my printed name or signature to be my signature in the Agreement;
  - (iii) type your name into the Agreement and confirm by email to the law practice that it should stand as your signature in the Agreement; or
  - (iv) any other method that would identify you as the client and your intention that you wish for your signature to be noted as being applied in the Agreement.

**Signed by the client:**

**Print Name:**

**Dated:**     /     / 2021

I confirm that I have read and understood this page of this Agreement          (client initials)

## DISCLOSURE STATEMENT & COSTS AGREEMENT

PURSUANT TO DIVISION 3 & 4 OF PART 4.3 OF THE LEGAL PROFESSION UNIFORM LAW

<b>Law Practice:</b>	McGowan Family Law Pty Ltd
<b>Client:</b>	
<b>Matter:</b>	Family law matter

**NOTE:**

The Disclosure Statement and the Costs Agreement are to be read together and form the full terms and conditions and Agreement.

To engage our services this Agreement must be signed and returned to us.

### PART A – DISCLOSURE STATEMENT

Under Division 3 of Part 4.3 of the Legal Profession Uniform Law (Vic) (“Uniform Law”), we must disclose to you the following information relating to legal costs.

We kindly request that you read this Agreement carefully and sign and return it to us.

By returning this Agreement or instructing us to perform legal services on your behalf after this Agreement has been sent to you, you are deemed to have read it and understood it and agreed to its terms.

#### 1. THE BASIS ON WHICH OUR CHARGES WILL BE CALCULATED – SECTION 174(1)(A)

##### HOURLY RATES

Our charges are determined by hourly rates charged in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be rounded up to 6 minutes and the time charged for an attendance between 6 and 12 minutes will be rounded up to 12 minutes.

Our lawyers record the time they spend when they work on your matter, and each lawyer has an hourly charge out rate which reflects that lawyer’s skills and experience.

Your legal fees are calculated according to the amount of time we spend working on your matter.

We calculate our time for all work performed on your matter including but not limited to, time in conference with you or another person related to your matter whether in person or on the telephone or by email, time spent at Court or any other place relating to your matter, preparation or perusing of letters, documents or Court documents, settling draft letters, documents or Court documents, sending and receiving emails and anything else that may be reasonable to complete the work required of us.

The minimum amount of time spent on a task is 1 unit which is equal to up to 6 minutes of time.

The current hourly rates of the other staff likely to be involved in working on this matter are:

Solicitor name	Position	Hourly rate (incl GST)
<b>Rebecca McGowan</b>	Principal Lawyer, Accredited Family Law Specialist, Mediator, Independent Children’s	\$440.00

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Lawyer & Life Coach		
<b>Rebecca Flanagan</b>	Associate Lawyer	\$300.00
<b>Amy McClelland</b>	Lawyer	\$220.00
<b>Michelle Bazarskaya</b>	Graduate Lawyer	\$200.00
<b>Sara Laing &amp; Jayde Isgro</b>	Paralegal	\$185.00
<b>Other Law Graduate and Paralegal staff</b>		\$200.00

The abovementioned charge out rates apply to work performed between 9.00 am and 5.00 pm Monday and Friday.

We reserve our right to charge time and a half for priority work, which is defined as work required by you in priority of other matters, a barrister engaged to represent you or in conjunction with compliance with an Order of the Court outside of business hours, weeknights, weekends, on public holidays or during our annual Christmas closure period.

## 2. OUR ESTIMATED TOTAL LEGAL COSTS – SECTION 174(1)(A)

We estimate that total legal costs, including our charges and disbursements, for the interim stage of your matter to be about:

- **Initial conference fee:** reduced to \$350.00 for up to 1.5 hours in conference with our Principal Lawyer Rebecca McGowan.
- **Negotiations following engagement:** Up to \$5,000.00 until preparation of settlement document or preparation of Court matters.
- **Attendance to pre-action procedures in property and / or parenting matters before Court proceedings:** including exchange of financial documents and advice: Up to \$5,000.
- **Preparation and filing of Consent Orders once agreement is reached:** \$4,000 excluding the Court filing fee.
- **Preparation of Binding Child Support Agreement / Binding Financial Agreement or Spousal Maintenance Agreement and required verbal and written advice:** limited to one appointment with you and one variation to the Agreement: About \$3,500.00.
- **Review of Binding Child Support Agreement / Binding Financial Agreement or Spousal Maintenance Agreement and required verbal and written advice:** limited to one appointment with you and one variation to the Agreement: About \$2,000.00.
- **Preparation of Court documents required to commence or respond to Court proceedings:** including all matters required to bring your matter to the first hearing: About \$7,000.
- **Preparation for subsequent Court event and compliance with Interim Orders:** About \$5,000 for each interim Court event.
- **Preparation for Mediation or alternate dispute resolution conference:** About \$5,000 for preparation.
- **Appearance at Court events and dispute resolution conferences by instructing solicitor:** Hourly rate of most senior solicitor attending or \$3,000 daily fee (depending on which is most cost effective).
- **Preparation of your matter for final defended hearing (trial):** Specific estimate will be provided. Range of costs between \$25,000 to \$50,000.
- **Divorce application (no Court appearance):** that do not require an appearance at Court (either because the Application is a joint Application or there are no children under the age of 18 years: \$1,000.00 plus GST plus Court filing fee and process server's fees (if personal service of your Application is required estimated at \$200.00);

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- **Divorce application (Court appearance required)** by a solicitor (not a barrister) at Court: \$1,650.00 inclusive of GST plus Court filing fee and process server's fees (if applicable).
- **Will:** single person: \$400.00 limited to one 30 minute initial conference, one attendance to amendments and one 15 minute signing appointment. Further amendments charged at \$50.00 per request.
- **Will:** couple: \$700.00 limited to one 30 minute initial conference, one attendance to amendments and one 15 minute signing appointment. Further amendments charged at \$50.00 per request.
- **Power of Attorney:** single person: \$200.00 limited to one 30 minute initial conference, one attendance to amendments and one 15 minute signing appointment. Further amendments charged at \$50.00 per request.
- **Power of Attorney:** couple person: \$350.00 limited to one 30 minute initial conference, one attendance to amendments and one 15 minute signing appointment. Further amendments charged at \$50.00 per request.
- **Will & Power of Attorney package:** single person \$550.00 limited to one 30 minute initial conference, one attendance to amendments and one 15 minute signing appointment. Further amendments charged at \$50.00 per request.
- **Will & Power of Attorney package:** couple: \$1,000.00 limited to one 30 minute initial conference, one attendance to amendments and one 15 minute signing appointment. Further amendments charged at \$50.00 per request.
- **Conveyancing:** following making of Court Order or Financial Agreement: \$850.00 per property transfer. More than one property as discussed.

All estimates are exclusive of GST.

These are not fixed fees but an estimate of legal costs. Our estimates of costs are not binding on us, as the work required of us may change if the scope of your matter or your instructions change. This is our best estimate of anticipated costs at this point in time.

In addition to these estimates of costs, we anticipate that a barrister will be engaged to appear at most Court events, the charge out rates being between \$1,800 and \$4,400 per day for interim hearings and \$3,500 to \$4,500 per day for trial: we will confirm a more specific estimate before each Court hearing. Please note that for trials, barrister's preparation fees are equal to the number of days the matter is listed for.

## RETAINER - PRE-PAYMENT OF FEES

**To engage our services, please make a retainer payment of \$5,000.**

This retainer will be held in our trust account on your behalf and applied towards your future legal fees, costs and disbursements.

By agreeing to the terms of this Agreement, you authorise us to transfer these funds on account of any fees, costs or disbursements incurred and this Cost Agreement and any invoice provided to you act as a Withdrawal Notice for trust account purposes.

## PAYMENT METHODS

We accept the following methods of payment (also stated on our invoices):

- **RapidPay link:** provided on invoices.
- **Direct deposit into our trust account** (preferred method)  
Account name: McGowan Family Law Trust Account  
BSB: 633000 Account number: 149791972  
Please use your surname or file number as a reference.
- **Eftpos or credit card payments** which can be processed in person or over the telephone by calling us on 9370-0599 or by

## PAYMENT OF FEES

We require you to fund your matter and to have funds in trust at all times.

Invoices will only be sent to you by email to the email address you provide us at the commencement of your matter.

We may ask you to pay an amount in advance to cover expenses or on account of our charges.

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You have 15 days after the date an invoice is issued to pay it. However, we ask that where we do not hold funds in trust, our invoice be paid promptly when you receive it.

If you do not pay the total sum owing to us, we are entitled to exercise a common law right known as a 'solicitor's lien'. The lien allows us to retain your documents on all files that we operate for you, until the full sum owing is paid. We may also cease working on your matter pending payment of the outstanding invoice and we will not forward documents or a copy of your file to another solicitor until all fees are paid.

### LITIGATION FUNDING – EXTERNAL FUNDING APPLICATION

We understand that you may not be able to pay your legal fees and expenses from time to time.

We recommend that you apply for a family or personal loan early in your matter to ensure that there is no delay in service.

We can assist you to apply for a litigation funding loan through Plenti. Plenti will provide funding subject to you having a property that they can register a Caveat against. This fund is beneficial if you have assets that you will receive in settlement, but no current no available funds. The application process is quick and easy. The interest rate charged is competitive. You can borrow a fixed sum, up to \$50,000. Interest is only applied on the sum that is actually used. You do not have to use all of the funds that are approved. You will not be required to make payments until your matter settles. Please speak to us if you would like to make an application for funding or if you wish to commence the application process, you may do so at this link: <https://www.plenti.com.au/legal-finance/apply/>

### SUSPENSION OF WORK

Should you fail to pay outstanding fees or a requested retainer, we reserve our rights to suspend work on your matter until you meet those commitments.

Should you have outstanding fees, we further reserve our rights to register a Caveat against any property that you hold an interest in to secure outstanding costs. Your consent is deemed to be provided to us registering a Caveat against your property once you instruct us to perform legal services for you. We will only register a Caveat if discussed and agreed or in the event that fees remain outstanding after we have requested payment from you and you have failed to make payment of those fees upon request. We will maintain that Caveat against your property should your matter resolve or we cease acting for you and should you have fees outstanding to us. This may impact your compliance with Orders of the Court and settlement dates and we accept no responsibility for any consequences incurred by you should you fail to pay our fees. We will withdrawal any Caveat registered by us within 48 hours of full payment being made.

### AVAILABILITY OF OUR TEAM

We operate strictly on a "by appointment" basis.

We encourage you to make an appointment for a conference whether in person, by video conference or by phone in the event that your query requires assistance of a lawyer or paralegal. You can schedule appointments by emailing [reception@mcgowanfamilylaw.com.au](mailto:reception@mcgowanfamilylaw.com.au) or by calling us on 9370-0599.

In the first instance, our default position for appointments is a Microsoft Team appointment. Should you require a face to face appointment please discuss this with us.

### DISBURSEMENT CHARGES

In providing legal services to you, it may also be necessary to incur other fees, expenses and charges. These may include: Court filing fees, barristers' fees, experts witness fees including family report writers fees, property and business valuers fees, property valuations, bank charges, travel expenses, courier fees, long distance telephone charges, photocopying fees and title and company and other search fees.

These fees, expenses and other charges we incur on your behalf are referred to as disbursements.

We will charge you at cost for any disbursements we incur on your behalf. You must pay reasonable disbursements, including GST (Goods and Services Tax), incurred by us on your behalf on demand.

We may also request that you provide us with payment in advance of us incurring a disbursement on your behalf such as where a barrister or valuer is engaged. These funds will be held in our trust account until payment of the disbursement is required. Please note that we will not incur the costs of a barrister unless we hold funds in trust to cover their anticipated fees and we require you to pay barristers fees into trust no later than seven (7) days prior to each Court dater or upon demand. If we do not receive payment from you to cover the barrister's fees at least one week prior to the Court event we reserve our rights to cancel the barristers brief and cease acting for you. You will still incur any fees charged to us from the barrister.

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If there are disbursements to be incurred that are unusual, we will seek your instructions before incurring the expense.

The following office disbursement services may be charged to you at the rates below plus GST:

- Court Portal synchronisation charge \$3.00 initial setup and \$3.00 each month thereafter;
- Photocopying and scanning is charged at a rate of 70 cents per page;
- Lump sum fee for postage, stationery and cost of telephone calls are charged at \$10.00 for bills up to \$500.00, \$20.00 for bills up to \$1,500.00 and \$40.00 for bills above \$1,501.00 which is charged on each monthly bill.
- Express post envelopes are charged at \$10.00 per envelope. These are used where Australia Post's service is deemed to be too slow or if no other appropriate method of service is available.
- Archiving charge at the rate of \$39.00 on a file up to 10 centimetres thick and an additional \$29.00 for each 10 centimetres thereafter (or \$110.00 for a standard archive box) on all family law matters. This fee is inclusive of storage of your file for 7 years.

### RECOVERY OF COSTS FROM ANOTHER PARTY IN LITIGIOUS MATTERS

If your matter is a litigious matter, and if you are successful, there is a possibility that the Court will order the other party to pay some of your legal costs. These costs are usually calculated by applying the relevant Court scale of costs applicable to your matter. Please note that we charge above the scale of costs.

Should your matter proceed to a Court Hearing, section 117 of the Family Law Act provides that in the majority of circumstances, each party should be responsible for their own costs. However, in some circumstances, the Court may order that a party pay some or all the other's parties costs. The Court may order that costs be:

- (a) Paid pursuant to Schedule 3 of the Family Law Rules;
- (b) Of a specific amount;
- (c) Assessed on a lawyer and client basis or an indemnity basis;
- (d) On such other basis as determined by the Court.

An order for costs in your favour does not affect your liability to pay all our charges and disbursements. You must still pay our costs upon demand and any recovery of costs will be passed onto you or held in trust.

### YOUR LIABILITY FOR THE COSTS OF ANOTHER PARTY IN LITIGIOUS MATTERS

If your matter is a litigious matter, and if you are unsuccessful or in contravention of an Order, the Court has discretion to Order that you pay some of the other party's legal costs. These costs are usually calculated by applying the relevant Court scale of costs applicable to your matter and can be calculated on the Court scale, solicitor client or indemnity cost. We are unable to estimate these costs at this time.

Even if you are successful in having a costs Order made against another party, you remain responsible for payment for payment of our fees and any costs received will be returned to you or held in trust.

Please note that your liability for the costs of another party, if ordered by the Court, applies regardless of whether you entered into a Costs Agreement with us.

### COURT PRACTICE DIRECTION: TO BE READ BY YOU

Please refer to the: [FAMILY LAW CASE MANAGEMENT CENTRAL PRACTICE DIRECTION](#).

We are required to provide you with this Practice Direction and by instructing us to act following the date of service of this Cost Agreement on you, you warrant to us that you have read and understood the obligations imposed on you in this Practice Direction. Please pay particular note to the fact that costs Orders may be made should you proceed to Court and fail to comply with this Practice Direction. In the event that a cost Order is made against McGowan Family Law or any of its employees, due to lack of compliance with these Orders by you, including for failure to comply with your obligation of financial disclosure, we will pass that cost Order onto you for payment and you release us from all obligation to pay that Order.

### YOUR RIGHTS – SECTION 174(2)

- You have a right to negotiate a Costs Agreement with us. You may want to seek independent legal advice before agreeing to the legal costs we propose to charge in this matter.
- You have a right to negotiate the billing method with us.
- You have a right to receive a Bill of Costs from us.

I confirm that I have read and understood this page of this Agreement (client initials)

- You have a right to request an itemised Bill of Costs within 30 days after receiving a bill that is not itemised, or is only partially itemised, from us. We will always provide you with an itemised invoice for all work charged to you.
- You have a right to be notified of any significant change to the basis on which legal costs will be calculated or any significant change to the estimate of total legal costs.
- You have the right to seek the assistance of the designated local regulatory authority (Victorian Legal Services Commissioner) in the event of a dispute about legal costs.

## OUR ACCOUNTS:

### INTEREST ON UNPAID ACCOUNTS – SECTION 195(1)

If a bill remains unpaid 15 days after we gave it to you, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the bill is issued.

### YOUR RIGHT TO REQUEST A WRITTEN REPORT ON LEGAL COSTS – SECTION 190(1)

You have a right to request a written report of the legal costs incurred to date or since our last bill (if any), and we must provide such a report within a reasonable period and without charge.

It is our practice to always provide you with an itemised bill.

## DEBT COLLECTION

Should you have an overdue account beyond the terms of this Agreement and not have alternative payment arrangements in place with us, we may refer your matter to a debt collection agency and/or law firm for collection. You will be liable for all costs incurred in relation to debt collection which would be incurred as if the debt is collected in full, including legal demand costs and Court filing fees. By signing this Agreement you consent to being charged all out of pocket fees incurred by us and give us permission to have the debt collection agency and/or law firm seek payment directly from you for their fees.

### IF YOU HAVE A CONCERN ABOUT OUR LEGAL COSTS – SECTION 174(3)

If you have any concerns about our legal costs, please do not hesitate to contact Jayde Isgro, Office and Accounts Manager at [accounts@mcgowanfamilylaw.com.au](mailto:accounts@mcgowanfamilylaw.com.au).

It is important to us that, in consenting to the proposed course of action for the conduct of your matter (in particular the proposed costs), you are informed and understand the issues involved.

## YOUR DOCUMENTS

Your documents, hard or soft copy will be destroyed after seven years from the date of our final bill unless you write to us requesting retention for a longer period. At the end of the matter, and provided our invoices are paid in full, we will release your file and your documents as you direct. By signing this Agreement you confirm your acceptance to us destroying the original paper file after seven years of the completion of your matter unless you have instructed us to retain that file or send it to you.

Throughout your matter we will send you copies of all correspondence on your file including all letters that are sent and received and all other documents that we hold. We encourage you to retain a file for yourself.

We will retain your original file (minus any original Court or other documents) until we are legally entitled to destroy your file. If you wish to collect a copy of your file or have it transferred to another solicitor, we will charge you our normal photocopy fees and time associated with the reproduction of your file. We will return all original documents held on your file to you but will retain all original letters on our file.

We currently maintain a paperless file and all documents and correspondence in your matter will be sent to you electronically. It is our aim to send you the complete file and you will often be blind copied into communications. Please create a folder on your computer where you save all emails, documents and communications provided by us.

We will require a reasonable time to provide you with a copy of your file, particularly if it is held in archives or was electronically sent to you and will provide copies in accordance with your written instructions after all accounts are fully paid.

If we cease to represent you, we are not obliged to provide you with a copy of any part of your file whilst you have an outstanding account with us. That applies to any account on any file that we have for you and is not specific to a

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I confirm that I have read and understood this page of this Agreement (client initials)

particular file. For example, if you have two family law matters and have an outstanding account, we are not obliged to provide documents on either file if you owe funds on one file.

## **JURISDICTION**

The Uniform Law as applied in Victoria is applicable to legal costs in this matter.

## **ENGAGEMENT OF ANOTHER LAWYER OR LAW PRACTICE – SECTION 175**

In providing legal services for you, it may be necessary to engage another law practice (including Barristers) to provide specialist advice or services. It is our firm policy to engage barristers for most Court hearings due to the specialist nature of family law and our commitments to other matters. Unless otherwise agreed, we will appear at that Court hearing as the manager of your case and fees will incur for both your solicitor and barrister.

We will consult you about the terms of these engagements before incurring the expense. We will provide you with a statement setting out the rates and estimated costs of any other law practice we propose to engage as soon as the retained law practice provides this information to us.

We will always require you to pay funds into our trust account on account of anticipated barristers fees no later than seven days before the Court hearing.

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I confirm that I have read and understood this page of this Agreement (client initials)



## PART B – COSTS AGREEMENT

Division 4 of Part 4.3 of the Uniform Law allows a law practice and you (the client) to agree on how the law practice's charges are to be calculated and paid. It is called a "Costs Agreement" and it may be enforced in the same way as any other contract.

This document is an offer to enter into a Costs Agreement in accordance with the information contained in the Disclosure Statement (Part A) given to you in compliance with Division 3 of Part 4.3 of the Uniform Law.

If you accept these terms, the Disclosure Statement and this document will make up the complete Agreement between us for this matter.

You may accept the Agreement by writing to us indicating your acceptance, by returning a signed copy of this document as provided in the Acknowledgement at the end of this document or by continuing to give us instructions in this matter.

### THE BASIS ON WHICH OUR CHARGES WILL BE CALCULATED

Our charges will be calculated in accordance with the method detailed in the Disclosure Statement (Part A) that forms part of this Agreement with you.

Your legal fees are calculated according to the amount of time we spend working on your matter.

**To calculate your legal fees, we work out the total number of units of time that we have recorded on your matter up to that time, and multiply the number of hours by the hourly charge rate for the lawyer or legal assistant (for example, 10 units is equal to 1 hour and 1 unit is equal to six minutes of time).**

We calculate our time for all work performed on your matter including but not limited to, time in conference with you or another person related to your matter whether in person or on the telephone, time spent at Court or any other place relating to your matter, preparation or perusing of letters, documents or Court documents, settling letters, documents or Court documents, sending and receiving emails and anything else that may be reasonable to complete the work required of us.

The minimum amount of time spent on a task is 1 unit which is equal to up to 6 minutes of time. For time spent at Court or a Court related conference we will charge you our hourly rate. However, where we are required to work for you outside of business hours being 9.00 am until 5.00 pm, we will charge you time and a half for time for the additional time.

### PAYMENT OF OUR CHARGES

Interim Bills of Costs will be issued by invoice regularly, generally on a monthly basis and a final Bill of Costs will be given to you at the conclusion of the matter. Our accounts are immediately due and payable.

If a bill remains unpaid 30 days after you receive it, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the bill is issued.

If you do not pay our bill, we may be entitled to exercise a common law right known as a 'solicitor's lien'. The lien allows us to retain your documents until our bill is paid.

### PAYMENT OF DISBURSEMENTS

We will charge you at cost for any disbursements we incur on your behalf. You must pay disbursements, including GST (Goods and Services Tax), incurred by us on your behalf on demand.

We may also request that you provide us with payment in advance of us incurring a disbursement on your behalf. These funds will be held in our trust account until payment of the disbursement is required.

### TRUST MONEY

We operate a trust account and request that you provide a retainer which will be held in trust until your Account is prepared. Once it is prepared, the amount billed will be reduced from the retainer and the balance will remain in trust or you will be requested to pay the difference if there is a shortfall. We may ask that you pay money into trust prior to incurring a disbursement such as a Court filing fee or Barrister's brief fee and we may suspend work on your file if you do not pay the retainer when requested.

I confirm that I have read and understood this page of this Agreement (client initials)

If we receive money into our trust account on your behalf, you authorise us to draw on that money to pay any amount due from you to us in accordance with the provisions of the Uniform Law and the Legal Profession Uniform General Rules 2015 relating to the withdrawal of trust money for legal costs. A trust statement will be forwarded to you upon completion of the matter.

## **BILLS**

We may give bills to you in any way specified in Rule 73 of the Legal Profession Uniform General Rules 2015. For the purposes of Rule 73, you consent to receiving bills:

- 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 and us.

It is our intention to send all bills of costs and receipts to you by email only if you elect to receive communications by email. If you do not, we will send bills of costs and receipts to you by mail.

## **CAVEATS AND IRREVOCABLE AUTHORITIES**

In the event that you have funds outstanding, we may register a Caveat against any property that you own until the sum outstanding is paid in full.

We do not agree to accept payment of bill at delayed intervals or at the conclusion of your matter. However, in some circumstances we may agree to accept payment of your bill at a later date provided that you have property that it is to be sold which we can register a Caveat over, or where you have funds held in the trust account of other Solicitors / Accountants and can provide an Irrevocable Authority.

Where you have property we will require you to make an Application for litigation funding in the first instance or register a Caveat against the Title of your property and this Agreement acts as permission for us to register a Caveat without further notice to you or consent from you. You will be charged all reasonable costs in relation to the preparation of the Caveat including filing fees (estimated at \$600.00 to be paid upfront) and the reasonable costs in relation to withdrawing the Caveat including registration fees (estimated at \$600.00 to be paid upfront) once you have satisfied our final Account.

Where you have funds held in trust accounts of other Solicitors or Accountants, we may agree to receive payment at this Cost Agreement acts as an irrevocable Authority in relation to the payment of our fees from those funds. We will provide a copy of this Agreement to the relevant Firm and they will be required to release payment of trust funds in payment of our fees prior to any funds being released to you. At no point can this Irrevocable Authority be revoked or can you withdraw your consent to us being paid from the proceeds of the trust account apart from if you attend to the payment of all outstanding accounts beforehand.

In the event that we agree to accept payment from the proceeds of sale of your property or from the proceeds of a trust fund, we will charge you interest on all overdue accounts as stated previously. We will not charge you a fee on top of the fees due for delayed payment unless specifically advised otherwise in correspondence subsequent to this Agreement.

## **YOUR OBLIGATIONS**

We require you to, and you agree to:

- provide full and honest instructions relevant to your matter and any material change in your circumstances that might impact on your matter while we continue to act for you;
- co-operate in the matter and do all that we reasonably request of you in a timely manner;
- accept and follow our reasonable legal advice; and
- provide funds in advance in accordance with this Agreement or some later arrangement.

If you fail to comply with any of these conditions, we have the option to terminate this Agreement by advising you of termination in writing.

## **IF WE CEASE TO ACT FOR YOU OR YOU STOP USING THIS LAW PRACTICE**

Circumstances may arise (such as a conflict of interest) that make it impossible for us to continue to act for you. We may also cease acting for you if you breach your obligations as set out in above.

We will notify you immediately if any of the above matters arise.

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If we cease to act for you:

- we will take steps to remove our name from the Court record in any Court proceedings;
- you will receive a final account which will include all outstanding legal costs;
- you must pay our legal costs up until the date we cease to act; and
- we may retain your file and keep your documents until we are paid, subject to any other statutory requirements.

If we cease to act for you during the course of this matter and before there is an outcome, then all legal costs incurred up to the date of the termination will be charged.

You may end our engagement by written notice at any time. If this occurs, then all legal costs incurred up to the date of the termination including all reasonable costs to allow us to complete matters such as filing and serving Notices and communicating that we are not longer acting and preparation and registration of Caveats, will be charged but without any uplift fee being applied. Depending on circumstances, we may be entitled to exercise our right to a solicitor's lien by retaining documents relating to any matters we are conducting on your behalf. We will not transfer your file to another solicitor until and unless all fees are paid.

### SEEKING INDEPENDENT LEGAL ADVICE

You are advised to seek independent legal advice prior to signing this Agreement or otherwise agreeing to the terms of Part A or Part B of this Agreement.

### ENGAGING A BARRISTER

It is our normal process to engage a barrister to represent you at Court hearings. From time to time we may also need to engage a barrister for specialist advice during your matter. We will consult you about the engagement and advise you of this person's estimate of fees before incurring the expense (if however circumstances are very urgent this may be verbal first and then followed up with a Statement or Account). Where we engage a Barrister, we request that you deposit sufficient funds into our Trust Account for this expense prior to the hearing. We require that funds clear into our trust account no later than seven days prior to any scheduled Court hearing or we are unable to proceed with that engagement.

We reserve the right to cancel your Barrister and not provide representation where payment is not made up front and you will remain responsible for the payment of any invoice that the Barrister may send for preparation and loss of work should this occur.

### LEGAL AID

We are not in a position to provide our services on a Legal Aid basis. This Agreement is entered into on the basis that Legal Aid is not available with regard to your matter, you are not eligible for Legal Aid or you have declined to make an application for Legal Aid.

### COPYRIGHT

We retain copyright in all documents prepared by us in the course of your matter. When reusing copyright material, we will at all times respect your right to confidentiality. In regard to literary or other works prepared by us under the direct or control of the Commonwealth or a State, all copyright vests in McGowan Family Law Pty Ltd.

### ELECTRONIC COMMUNICATION

Unless we are instructed not to use electronic communication, (including e-mail, SMS or Facebook) you accept the risks and release us from all liability, loss (including consequent and economic loss), damage or expense directly or indirectly caused by an event that is associated with that electronic communication.

I confirm that I have read and understood this page of this Agreement (client initials)