

Costs Disclosure and Costs Agreement

Between: **Client**
And: **Schweizer Kobras, Level 5, 23-25 O'Connell Street, Sydney NSW 2000, Australia**
Re:
Date:

This document, together with our General Terms of Business and covering letter/email, if any, sets out the terms of our offer to provide legal services to you and constitutes our costs agreement and disclosure pursuant to the *Legal Profession Uniform Law* (NSW) (the "Law").

You confirm that you have hereby been informed of your right to obtain independent legal advice before entering into this Costs Agreement.

1. **Scope of Work**

2. **Professional Fees**

We will charge you professional fees for the work we do based on hourly rates. The hourly rates charged by our professional staff are set out below:

- Partner \$625.00 per hour (plus GST)
- Special Counsel \$595.00 per hour (plus GST)
- Foreign Law Consultant \$550.00 per hour (plus GST)
- Senior Associate \$550.00 per hour (plus GST)
- Associate \$475.00 per hour (plus GST)
- Solicitor \$425.00 per hour (plus GST)
- Senior Para-Legal \$325.00 per hour (plus GST)
- Junior Para-Legal \$275.00 per hour (plus GST)

You will be proportionately charged for work involving shorter periods of less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units. Our charge out rate of 6 minute units applies to all attendances and time spent on your work such as meetings and conferences, telephone calls, attendances at court, preparing and reviewing correspondence, drafting and reviewing documents, travel and waiting time.

Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters, this may impact on our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any changes to our charge out rates.

3. **Disbursements and Internal Expenses**

Disbursements

We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, expert fees, witness expenses, travel expenses, translation fees, transcript expenses and barrister's fees. Disbursements will generally be charged to you as they are incurred and we will inform you of these as soon as reasonably practical. We may ask you for payment of specific disbursements in advance or payment on account of disbursements to be incurred.

Where you instruct us to brief a barrister or other expert and they provide a disclosure and costs agreement, we will provide this to you.

Internal Expenses

You will also be responsible for internal expenses which we incur in carrying out your instructions. These include:

- 3.1. photocopies @ 50 cents per page;
- 3.2. facsimiles @ \$1.00 per page;
- 3.3. \$50.00 for each bank attendance for transmission of funds overseas;
- 3.4. \$50.00 file storage fee;
- 3.5. \$50.00 per file retrieval fee from storage; and
- 3.6. sundries, for items such as post and stationary, at the following rate:
 - 3.6.1. \$15.00; or
 - 3.6.2. 2.5% of professional fees up to \$2,000.00 and 1% thereafter, whichever is the higher, per invoice.

all plus GST. All our internal expenses are itemised by us. Photocopies are electronically counted at the time of copying. Faxes are recorded at the time of dispatch or receipt.

4. **Estimate of Professional Fees, Disbursements and Internal Expenses**

We will provide you with an estimate of fees, disbursements and internal expenses once the ambit of the work and likely time involved is known. In the meantime, all work will be performed at the applicable professional fee rates set out in paragraph 2 above.

Variables

Some of the variables which may affect and change any costs estimate include:

- 4.1. whether you have fully disclosed or advised us of all relevant facts at the outset of the matter;
- 4.2. whether you promptly disclose or advise us of all relevant changes as and when they occur;
- 4.3. the number and duration of telephone calls or other communications;
- 4.4. your prompt and efficient response to requests for information or instructions;
- 4.5. whether your instructions are varied;
- 4.6. whether documents have to be revised in light of varied instructions;
- 4.7. the lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- 4.8. changes in the law; and

4.9. the complexity or uncertainty concerning legal issues affecting your matter.

Please note that the total costs may exceed the estimate. Our costs may exceed an estimate if further information becomes available or circumstances change which affect these matters. In that event, we will provide you with a revised estimate as soon as practicable. Where there is a significant change in your matter then, as far as possible, we will advise the impact of the change on the legal costs.

5. **Amendment, Withdrawal and Replacement of Bills**

We have the right at any time to amend or withdraw existing bills and to issue replacement bills. This may occur in circumstances including but not limited to your failure to pay a bill by the due date for payment, if we wish to reverse a goodwill discount and/or in the case of a bill which is not fully itemised, in which case the costs claimed in a subsequent itemised bill and/or assessment might be higher.

6. **Electronic Receipt of Bills and Statements**

We will render our bills and statements to you electronically and you agree to receive bills and statements electronically.

7. **Assumptions**

In accepting your instructions and making an estimate of likely costs involved in the matter, we have assumed that:

- 7.1. no work apart from that described in this Costs Agreement will be required;
- 7.2. you have fully and accurately informed us of all relevant facts, circumstances, agreements and other relevant information within your knowledge, relating to the matter and the work required;
- 7.3. the substantive commercial terms of any relevant transaction have been understood and agreed between the parties affected before we start work;
- 7.4. we will promptly receive from you and all other relevant parties, all additional information, documents and records necessary for the work when requested;
- 7.5. any other persons who act for any other party or who are engaged by us, will act diligently and competently;
- 7.6. consents and approvals from third parties will be given promptly and will not involve protracted correspondence or negotiations;
- 7.7. relevant regulators, government agencies and authorities do not adopt any unusual stances or unusual interest in the matter, and the matter proceeds smoothly;
- 7.8. NSW is the only relevant jurisdiction unless stated otherwise; and
- 7.9. no unforeseen circumstances will arise which affect our estimate.

8. **More than One Client**

If there is more than one of you:

- 8.1. we will assume that each of you has authorised the other to give instructions and receive updates on behalf of both or all of you; and
- 8.2. you will be liable for our costs individually and together.

If either of these is not the case, please advise by return.

If you are signing on behalf of the client, you confirm that you are authorised to do so.

Signed for and on behalf)
of Schweizer Kobras)

I/We have read, understood and consent:

- i) to the proposed course of action for the conduct of this matter set out in the Agreement; and
- ii) to be bound by this Costs Disclosure and Costs Agreement.

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Client

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Client

Date:

Date: