## Example agreements – non-sophisticated client (Simplified consumer format – non conditional and no uplift)

### Covering letter

**Law practice letterhead**

// Date //

// Client name and address//

// Salutation //

// Matter reference //

Thank you for your instructions to act for you. Enclosed is a disclosure notice and costs agreement   
for that legal work.

The disclosure notice sets out your rights and informs you of laws controlling the work we will do for you. Please ensure that you have carefully read and understood the disclosure notice before considering the terms of the agreement. If you wish to discuss or clarify the terms of the enclosure with us, please phone // contact name(s) //.

To enter into the contract with us for supply of legal service please take the following steps:

1. Read and understand the disclosure notice (at pages 2 to 7).
2. Ensure that the Engagement Details on page 8 accurately set out the details of the legal service   
   we will provide to you.
3. Read the schedule of Fees & Other Charges.
4. After completing those three steps, you can accept this offer by:
5. contacting us and telling us to proceed; or
6. sign and return the duplicate copy of the costs agreement;

We look forward to hearing from you and providing services after you have accepted our offer.

Yours faithfully

// Law practice name //

|  |
| --- |
| **Enc.**  Disclosure notice and costs agreement  Duplicate copy of Disclosure notice and costs agreement |

### Disclosure notice and costs agreement (Print as booklet if possible)

// Law practice name //  
Disclosure notice and costs agreement

This is an offer by // law practice name // to provide you with legal services in accordance with   
the terms of the *Legal Profession Act Qld* *2007* (LPA)*.* To accept this offer, complete the following steps:

|  |  |
| --- | --- |
| **Step 1** | Please read the Legal Profession Act Disclosure Notice (Pages 115 to 118). |
| **Step 2** | Ensure that the Engagement Details accurately records arrangements in relation  to the legal service we will provide to you (Starting at page 119). |
| **Step 3** | Read the schedule of Fees & Other Charges (If applicable). |
| **Step 4** | Read the Terms and Conditions for services. |
| **Step 5** | If you agree with what you have read, accept the offer as set out below. |

If you accept this offer, you and // law practice name // will be bound by its terms.   
You may accept it either by:

1. signing this document and returning it to us; or
2. instructing us to provide you with legal services, or allowing us to continue to provide   
   you with legal services,

I confirm that I have read the Disclosure Notice and accept the offer contained in this document

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  | /     / |
| Client signature |  | Client print name |  | Date |
|  |  |  |  |  |
|  |  |  |  | /     / |
| Client signature – if more than one |  | Client print name |  | Date |

*Disclosure Notice and Costs Agreement Page 1*

Disclosure notice

Important information about your rights under the *Legal Profession Act 2007* (Qld).

This Notice discloses information // law practice name // is required to provide to you by the *Legal   
Profession Act* *2007* Qld (LPA) about your rights and the costs of our legal services.Please read this   
Disclosure Notice before signing our offer to provide you with legal services.

1. Negotiation

You have the right to negotiate a costs agreement with us before you accept the proposed Costs   
Agreement. Make sure you understand what you are agreeing to, and ask questions if you are unsure   
about any aspect of the proposed agreement. You have the right to seek independent legal advice   
about the proposed Costs Agreement.

**// law practice name // services and charges**

We will invoice you for professional services and those fees will be calculated,

**Option** 1 by reference to the itemised scale fees set out in (Name scale of fees) and attached to this disclosure notice.

**Option 2** by reference to specific charges for particular tasks as follows: // insert task and charges //,

**Option 3** on a fixed fees basis, // insert details //,

**Option 4** // Specify if time will be charged in # minute intervals // on a time basis in 6 minute units 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, etc. The minimum amount of time spent on a task will be 1 unit.

We may incur and you will be liable for other charges being disbursements and outlays – that is,   
money which we pay, or are liable to pay, to others on your behalf. Examples are:

* search fees;
* enquiry fees;
* court and other filing fees;
* lodgement fees;
* all government revenue charges (including stamp duty);
* transaction specific banking charges;
* process servers and investigators;
* clinical records from hospitals;
* medical, experts' reports and/or other external consultants;
* witnesses' fees and expenses;
* postage, courier and messengers;
* transcript charges;
* fees of external lawyers we retain for you (including barrister's fees);
* travel expenses and accommodation costs.

These disbursements and outlays are set out in the Schedule of Fees & Other Charges and we   
will advise you of any other payments required to be made, when we are in a position to do so.

*Disclosure notice and costs agreement Page 2*

1. Cost estimate

The *Legal Profession Act* *2007* (Qld) requires us to provide you with an estimate of any amounts we may charge you.

**Option 1.** Use if unable to be realistically calculated.

It is not reasonably practicable at this time to provide an estimate of the total legal costs (professional fees and other charges) that may potentially be incurred.

The following estimate is based on the information available to us to date. It is not a quotation and is subject to change. It is difficult to be more precise as to the total legal costs likely to be incurred.

The legal costs will vary according to a number of contingencies, including the complexity of the issues, unexpected problems, the co-operation of other persons, << other contingencies >> and other delays beyond our control. Nevertheless, to give you some appreciation of what the legal costs might be, we point out that on work of a similar nature completed for other clients, the legal costs have ranged from $ << Total legal fees low range >> inclusive of 10% GST to A$ << Total legal costs high range >> inclusive of 10% GST.

**Option 2.** Use if able to be realistically calculated

We estimate the total legal costs of the work to be:

|  |  |  |
| --- | --- | --- |
| * Professional fees (inclusive of GST if applicable) | $ |  |
| * Expenses and disbursements (inclusive of GST) | $ |  |
| **Total** | **$** |  |

You should note that this is an estimate, not a quote, and is subject to change

**Option 3.** Use if able to be realistically calculated

The costs for this Client Agreement are fixed by reference to regulations, the amount is as set out   
in << Title of legislation/regulations fixing fee >>

1. Estimate costs in court proceedings  
   << Use this paragraph if matter involves or is likely to involve litigation >>

As our work involves litigation, the court may order the other party to pay your legal costs of the   
proceedings. It is possible that the court may make an order that:

1. you pay the other party's costs (if, for instance, you lose the case). These costs are payable   
   by you to the other party and we will not be liable to pay those costs;
2. also separately order you to pay the costs of a distinct aspect of the proceedings such   
   as an interlocutory application to the other; or
3. in respect of the proceedings or any part of them, that there be no order for costs.

You should note that costs are at the discretion of the court. A party has no right to recover costs   
from another party unless, and until, the court awards them.

If you are successful in the litigation the following is the range of costs that may be recovered from   
the other party and would be used to meet our professional fees and other charges.

The amounts below are merely estimates, not a quotation:

|  |  |  |
| --- | --- | --- |
| * Prior to hearing | $ |  |
| * Up to and including a single day's hearing | $ |  |
| * Up to and including 3 days' hearing | $ |  |
| * Details of estimate in successful court proceedings | $ |  |

*Disclosure Notice and Costs Agreement Page 3*

If you are unsuccessful in the litigation you may be ordered to pay the other party's costs.   
The amounts below are merely estimates:

|  |  |  |
| --- | --- | --- |
| * Prior to hearing | $ |  |
| * Up to and including a single day's hearing | $ |  |
| * Up to and including 3 days' hearing | $ |  |
| * Details of estimate in successful court proceedings | $ |  |

These amounts are only estimates based on your preliminary instructions and our knowledge of the matter   
to date. Our experience is that we are unable to give you reliable estimates without further detailed information and progress in the matter. Some uncertainty always exists as to the course of litigious matters.

It is difficult to give you an accurate estimate of our professional fees likely to be incurred in this matter.   
Our professional fees will vary according to a number of contingencies and variables, as we have said,   
which may also include:

* the number, availability and location of witnesses;
* the scope of the documents relevant to the matter which need to be reviewed;
* the extent to which interlocutory steps are required, such as interrogatories,   
  discovery and particulars; and
* the number of hearings necessary and how quickly the court is able to hear the matter.

In due course, if a settlement of your claim is being negotiated, we will provide you with a reasonable estimate of the costs:

* that may be payable to you/recoverable by us;
* that you could be required to pay the other party; and
* as a result of the proposed settlement.

1. Billing arrangements

We will bill you for professional fees and other charges calculated in accordance with the proposed   
costs agreement monthly and will bill you upon completion of the matter(s) unless we otherwise agree.

1. Person/s responsible for the work

<< Name of lawyer >> will be responsible for the work under the supervision of << Professional standards supervisor >>. You may contact either person regarding our work for you or to discuss any issue regarding legal costs (if applicable).

1. Substantial changes to disclosure

We will inform you in writing as soon as reasonably practicable of any substantial changes to anything contained in this Disclosure Notice as work progresses, including changes in the personnel referred   
to in paragraph 5 and legal costs (if applicable).

1. Progress reports

You are entitled to written progress reports on your matter at reasonable intervals upon request.   
You are also entitled, free of charge on request, to a written report on the legal costs (if any)   
incurred to date or since we gave you the last bill.

*Disclosure notice and costs agreement page 4*

1. Engagement of another lawyer

If it is necessary for us to engage, on your behalf, the services of an external lawyer to provide specialist advice or services, including advocacy services, or to act as an agent, we will consult with you as to the terms of that lawyer's engagement, but you may be asked to enter into a costs agreement directly with   
that lawyer on a similar basis to the proposed Client Agreement.

1. Applicable law

The law of Queensland applies to legal costs regarding the matter(s). You are, however, able to enter into   
a costs agreement with us on the basis that the corresponding law of a State or Territory is applicable, if the matter has a substantial connection with that State or Territory. In that event, we will disclose costs as they are applicable in that State or Territory. You have the right to contract with us that the costs assessment scheme in Queensland is applicable, in the event of any dispute as to costs arising with us.

1. Review rights

You have a right to have our costs (if any) assessed where you have entered into a costs agreement with   
us which complies with the provisions of the LPA, and you make such application within 12 months after   
you received our bill or a request for payment of costs is made by us, or full payment is made to us if no   
bill was given or request was made. You have a right under section 328 of the LPA to apply to the Supreme Court to set aside the costs agreement or a provision of it on the basis that it determines that the agreement is not fair or reasonable within 6 years or such other time as the law permits.

This Disclosure Notice provides you with information about our legal services, the cost of those services   
and your rights. For more information about your rights, please read the facts sheet entitled *Legal Costs – Your right to know*. You can ask us for a copy, or obtain it from the Queensland Law Society or download   
it from their website [qls.com.au](http://www.qls.com.au/).

<< Attach any necessary court scales >>

*Disclosure notice and costs agreement page 5*

Engagement details

The Engagement Details set out below details the services // law practice name // is to provide   
and the arrangements in relation to the same

| 1. Client (Person(s) to whom services are to be provided) | | |
| --- | --- | --- |
| Name: |  | |
| Correspondence address: |  | |
| Home or business address: |  | |
| Telephone: | Dir: | |
| Mob: | |
| Fax: |  | |
| Email: |  | |
| 1. Management details | | |
| Jurisdiction: | **Queensland** | |
| Our direct contact performance or cost's contact: | Name: | |
| Tel: | |
| Email: | |
| 1. Professional fees and other charges payable | | |
| **Charge for both professional fees and other charges**  Professional fees and other charges will be charged pursuant to this Client Agreement.  Professional fees will be charged  **Option 1** by reference to the itemised scale fees as set out (Name scale of fees)  **Option 2** by reference to specific charges for particular tasks,  **Option 3** on a fixed fees basis  **Option 4** on a conditional fee arrangements which may include an uplift fee.  **Option 5** on a time basis // Specify if time will be charged in # minute intervals // in 6 minute units –  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, etc. The minimum amount  of time spent on a task will be 1 unit.  We will incur and you will be liable for other charges being expenses and disbursements –  that is, money which we pay or are liable to pay to others on your behalf.  These expenses and disbursements are set out in the Schedule of Fees and Other Charges and  we will advise you of any other payments required to be made, when we are in a position to do so. | | |
| 1. Person to perform this work | | **Role** |
| << Insert details >> | | << Insert details >> |
| << Insert details >> | | << Insert details >> |
| 1. Scope of work | | |
| // Law practice name // is instructed to: | | |
| << Insert other work to be performed >> | | |
| Assumptions, limits and exclusions:  << Insert assumptions limitations and exclusions >> | | |
| 1. Service arrangements | | |
| << Insert any conflict disclosure or other limitation for law practice >> | | |
| << Insert any client limitations or disabilities requiring accommodation in the costs Agreement >> | | |

*Disclosure notice and costs agreement page 6*

Schedule of fees and other charges

| **Professional fees** | **Rates $** |
| --- | --- |
| **Option 1.** Professional fees charged on scale |  |
| << Insert details – of the itemised scale fees >> |  |
| **Option 2.** Professional fees charged by task |  |
| << Insert details of specific charges for particular tasks >> |  |
| **Option 3.** Professional fees charged conditionally on a fixed fee basis |  |
| << Insert details on a fixed fees basis >> |  |
| **Option 4.** Professional fees charged conditionally on an event basis |  |
| << Insert details fee arrangements which may include an uplift fee >> |  |
| **Option 5.** Professional fees charged by time | |
| // Specify if time will be charged in # minute intervals //  Time basis in 6 minute units |  |
| Directors and Special Counsel | << Insert details >> |
| Lawyers | << Insert details >> |
| Articled Clerks, Trainee Lawyers and Graduates at Law | << Insert details >> |
| Paralegals | << Insert details >> |
| Registration Clerks/Court Filing | << Insert details >> |
| **Other charges** | **Rates $** |
| Photocopying/Printing/Imaging |  |
| In house photocopying/printing/imaging | << Insert details >> |
| Outsourced external copying/printing and related services | << Cost charged by service provider >> |
| Facsimile & telephone |  |
| All transactions | << Insert details >> |
| Mail/Courier |  |
| Regular mail | <<Insert details>> |
| Couriers | << Cost charged by service provider >> |
| Hand deliveries – CBD within 1.5 km from // law practice name // office |  |
| Normal delivery | <<Insert details>> |
| Urgent | <<Insert details>> |
| After hours | <<Insert details>> |
| **Unspecified disbursements and outlays** | |
| Search fees; enquiry fees; court and other filing fees; lodgement fees; all government revenue charges (including stamp duty); transaction specific banking charges; process servers and investigators; clinical records from hospitals; medical, experts' reports and/or other external consultants; witnesses' fees and expenses; transcript charges travel expenses and accommodation costs and all other unspecified outlays and disbursements | << Cost charged by service provider >> |
| **External lawyers** (including barrister's fees) | |
| External lawyers including specialist lawyers, advocates, barristers,  interstate lawyers and lawyers acting as town agent. | At cost charged by service provider and will be the subject of separate rate disclosure.  [External lawyers’ fees are subject to any specific arrangements made by that service provider for refraining from collection] |

*Disclosure notice and costs agreement page 7*

Terms and conditions

1. Our relationship

***Services***: We will perform the work designated in the Engagement Details with professional skill and diligence as your   
lawyers acting in your best interests. We will not perform work for you if factors such as conflict of interest or other laws   
prevent us from accepting your instructions or continuing to act. You may request, at any time, a report of the progress   
of the matter and statements of fees and costs (if applicable).

***Your obligations***: You agree:

* to provide us with timely, accurate and proper instructions, and all documents and other records relevant to the services we are providing to you; and
* to check to the best of your ability that all facts we rely upon are correct and assumptions we make, are reasonable.

1. Professional fees and other charges

***Professional fees***: Our Professional fees are calculated and charged in the manner set out in the Engagement Details   
and at the rates set out in the Schedule of Fees and Other Charges.

***Included in Professional fees***: Fees will be charged (where agreed) for all professional time for lawyers, law clerks and paralegals including but not limited to drafting, reviewing and completing documents, correspondence, advices, conferences, reading materials, travelling (where related to the work), telephone calls, court appearances, research, travelling on matters   
for you and providing representation letters where requested by you.

***Other Charges***: Other charges are calculated in accordance with the Schedule of Fees & Other Charges or otherwise at cost and will be charged in the manner set out in the Engagement Details. All disbursements and outlays we incur on your behalf and for which you may be liable as set out in the Engagement Details, will be shown in our bills and at the rates set out in our Schedule of Fees and other charges. We will provide you, on request, with invoices or other proof of disbursements and outlays we make on your behalf. Where you are liable for payment of other charges and we pay taxes, fees or charges on your behalf, you will reimburse us for those payments.

***Goods and Services Tax*** *(****GST****)*: Unless otherwise stated, the fees, other charges and disbursements are stated on a GST inclusive basis. We will treat you as the recipient of the supplies that we make. We will determine the GST payable on our supply of services to you based on your legal status and the nature of the work, and will add an amount to our bills on account of that GST. You agree that, you will pay us an additional amount on account of any GST that we are liable to pay as a result   
of any supply we make to you.

1. External lawyers and other providers

***External service providers***: You authorise us as your agent to engage external service providers needed to perform the   
work (for example accountants, data management specialists, forensic experts, surveyors or others). You will be responsible only to the extent and as set out in our Engagement Details and in our Schedule of Fees and Other Charges for payment   
of fees and charges of such service providers.

***Service provider liability***: Subject to any specific arrangements made by service providers for refraining from collection   
of fees, external service providers may contract with you on their own terms and conditions of business. Many service   
providers, including advocates, undertake work only on the basis that their liability for damages is limited.

***Our liability in relation to service providers***: To the extent permitted by law:

* we accept liability for any error on our part in our instructions to those service providers, but take no responsibility   
  for their work or how they carry out their instructions; and
* in suggesting or selecting any service provider, we shall rely on information we are given as to the qualifications   
  of the person but take no responsibility for that selection and give no warranty as to the ability of the service provider   
  to appropriately carry out the task or as to the quality of that service provider's work.

***Service provider GST***: For the purposes of the Australian GST law, you will make an acquisition of the service provider's services. You will therefore be entitled to an input tax credit for GST included in amounts charged by the service provider,   
to the extent that you satisfy the requirements of the GST law. We will supply you with details of the amounts invoiced by   
the service provider and will retain the original tax invoices on your behalf. Whether or not the service provider should add   
GST on the amounts they charge for supplies they make to you is a matter between you and the service provider. Where   
a service provider includes an amount on account of GST that we pay on your behalf, you must repay us the whole amount   
paid by us, including any GST.

***Specialist advocates***: We will advise you in advance if we need to brief a specialist advocate (including any barrister) in   
any of your matters. If the advocate provides us with disclosure in accordance with the LPA or the basis of fee calculation,   
we will pass this information on to you. Such disclosure may also include arrangements for specialist advocates to refrain   
from collection of fees charged until such time as the amount can be recovered from another party or other source because   
of rights given under legislation, court orders or otherwise and in the event that they cannot be so recovered the advocates   
will waive those professional fees. As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.

1. Recovery of professional fees and other charges

In the event we have entered into this Client Agreement on the basis that arrangement we will refrain from collection of fees charged until such time as the amount can be recovered from another party or other source because of rights given under legislation, court orders or otherwise:

* you authorise us to recover costs from another party on your behalf;
* understand and agree that any money awarded for costs, or recovered for costs, will not be held on trust for you;
* understand and agree that any money awarded for costs, or recovered for costs from another party, will be used to pay:
* counsel’s fees as taxed or as agreed to by the other party; and
* our fees as taxed or as agreed to by the other party; and
* outlays incurred during the course of proceedings as taxed or as agreed to by the other party.

In the event that costs are recovered, including for disbursements that have been previously paid for by you, we will arrange   
for such amounts to be paid directly to you.

In the event that, despite the existence of an entitlement to be recovered from another party or other source, funds cannot be   
so recovered by reasons other than default or failure on by your part, we will waive its professional fees and/or other charges   
in accordance with the Engagement Details. Like waiver by external lawyers and other service providers will be dependent   
on arrangements made with them.

1. Billing arrangements

***Billing arrangements***: If you are to be billed for anything by us, you are entitled to receive a signed bill*.* You are taken   
to have received our bill:

* if it is given personally – on the day it is given to you or to your agent;
* if it is sent by post – within 2 days of posting;
* if it is sent electronically – upon transmission.

***Electronic Billing:*** You consent to us delivering your bills either electronically or as agreed.

***External service providers payments***: Where we receive funds to meet an obligation incurred on your behalf   
to an external service provider, we will pay the third party as soon as practicable after receipt. You authorise us to draw on all trust money held by us on your behalf to pay legal fees, outlays, GST and any other amount due from you to us including such costs incurred but which we have not already paid if the relevant procedures or requirements under the *Legal Profession Regulation 2017* are complied with.

1. Liens and suspension of work

***Liens***: Subject to the LPA:

* we have a lien on all documents, funds and records in any form whatsoever in our possession until payment   
  in full of all our bills for all matters in respect of which you have retained us; and
* we are entitled to retain for our records, copies of all documents which we give you, whether owned by us or not and   
  to deal with them in accordance with clause 10 below of these Terms & Conditions.

***Suspension of work***: We may at any time suspend all work for you until payment in full of all our bills that are then   
due and received by us for all matters in respect of which you have retained us.

1. Apportionment of liability

If you claim compensation, damages or contribution from us for loss or damage arising from acts or defaults   
(including negligence) on our part and some or all of that loss or damage was due to or contributed to by:

* your own acts or defaults or by the acts or defaults of other persons for whose actions or defaults you are responsible; or
* the acts or defaults of one or more other persons, not being partners, employees or agents for whose conduct   
  we are responsible,

then we will be liable only for that proportion of the loss or damage which our acts or defaults bear relative to the totality   
of the conduct of all persons causing or contributing to the loss or damage.

Where any law relating to proportionate liability applies to a claim against us, this clause does not seek to exclude the operation of that law but will continue to operate to the extent that its operation is consistent with that law.

1. Your rights under the LPA

***Right to receive a bill***: If we charge you for anything, you are entitled to receive a bill of costs (bill) from us complying with   
the requirements of the LPA. We cannot take action to recover any Professional fees and Other charges that we may have   
an immediate right or entitlement to until the period specified in the LPA after we have given you a bill has expired.

***Details of work and charges***: If we provide you with a bill which does not set out the details of the work we have done   
and the charges to be paid for that work, you may request an itemised bill within the period specified in the LPA.

1. Ending our appointment

***Termination by you***: You may terminate our engagement and change solicitors by giving us written notice at any time.   
If you do so, you will be obliged to pay or make arrangements to secure such Professional fees and other charges as   
have been or are billed consequent upon termination and to which we may have a right to receive payment.

***Termination by us***: We may terminate our engagement:

* by giving you reasonable notice, except where our engagement is for a set duration;
* if any payment (including payment of a bill or money in advance) due by you to us under this Client Agreement   
  is not paid on the due date;
* being unable to properly verify your identity or your authority to give instructions;
* unreasonably refusing to follow our advice;
* demonstrating a lack of confidence in us; or
* if you do not provide timely, accurate and proper instructions; or
* if, by continuing to act for you, we would be required to act contrary to any legal, regulatory or professional   
  conduct obligation or similar just cause.

Termination by us on any of those grounds does not prejudice or otherwise affect any lien created under clause 6   
of these Terms & Conditions.

1. Confidentiality

***Our obligations***: We will keep confidential all confidential information received from you in the course of the work,   
and persons performing work for you:

* will treat confidential information you give as being given only to them;
* may disclose confidential information within our law practice as required in order to perform the work; and
* will not disclose to you any confidential information of third parties which may be known to them or any   
  other personnel and may otherwise be information to which you are entitled.

***Restricted information from us***: You understand and accept that our obligation to you with respect to giving you information   
is restricted by these provisions. Only our law practice’s personnel working for you will have an obligation to give advice only   
to you. We will treat other clients' instructions to the law practice and their confidential information on the same basis.

***Internal information use***: We may transfer material to our internal databases for learning and knowledge purposes. Before doing so, we will make reasonable efforts to ensure that confidential information is neither disclosed outside   
the law practice nor otherwise used inconsistently with the obligations referred to above.

1. Privacy

***Personal information***: The *Privacy Act 1988* (Cth) and other privacy legislation applies when we collect, use and disclose information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion (**personal information**). You agree that we may manage your personal information in accordance with our Privacy Policy available on our website as amended from time to time.

In particular:

* we may collect personal information in the course of your instructions and while acting for you. This may include personal information about individuals who are employees, directors or principals of corporate clients. We ask   
  you to assist us to make these individuals aware that our acting for you may involve collection of personal   
  information about them;
* we may decide that it is necessary to conduct further searches and enquiries regarding the information you have provided us or more generally concerning you or your associates for our regulatory or prudential purposes. This may entail using some or all of the collected information to obtain additional information concerning you or your associates (including personal information in respect of individuals), from various other entities including, but not limited to, government agencies, law enforcement bodies, publicly available records, public registries, court or tribunal records, ratings agencies, search agencies and regulatory and licensing bodies.

***Information usage***: We may use personal information in the course of acting for you and we may disclose personal information to our service providers or agents and to other organisations including other parties in the matter and government agencies responsible for processing transactions, but only to the extent necessary to perform the work and in accordance with our professional obligations, or as required by law. If we do not collect such personal information or if you or others do not consent to us conducting such further searches or enquiries we may not be able to carry out your instructions.

1. Jurisdiction and governing law

***Jurisdiction***: Subject to your rights to select jurisdiction under the LPA, our Costs Agreement and all aspects of our retainer and the performance of our services for you are governed by and you agree to be bound by the laws of the state or territory from which we issue this Costs Agreement. You irrevocably submit to the exclusive jurisdiction of the courts of that jurisdiction.

***LPA rights as to jurisdiction***: Where the legal services are or will be completely or primarily provided in, or where the work   
has a substantial connection with another state or territory, you have the right to:

* enter into a costs agreement with us on the basis that a corresponding law of that other state or territory; or
* notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply to our Costs Agreement.

Other areas for agreement or to be covered in   
more detail include (as circumstance may require)

* Expert contractors
* Withholding tax and gross up
* Payments in advance
* Ownership and possession of documents
* Use of work product
* Changes to our work product
* Email communication
* Copyright
* Official inquiries and subsequent document production
* Document storage and ISO 9000/9002
* Severability
* Industry regulation requirements