



TERMS OF ENGAGEMENT

Effective 1 July 2009

ABOUT THESE TERMS

1. These terms apply to a person (**Client**) engaging Wallmans Lawyers ABN 98 802 494 422 (**Wallmans**) to provide legal services.
2. These terms must be read with, and are subject to, any letter from Wallmans to the Client that references these terms. These terms and that letter together govern the contract between the Client and Wallmans for the legal services concerned.
3. These terms also apply to any subsequent legal services the Client may require of Wallmans, unless agreed otherwise and in writing.

PARTIES

4. The Client is the person to whom the above letter is addressed or, if a letter did not issue, named as the client in Wallmans' records. If 2 or more persons are the Client, they are jointly and severally liable. If, during the course of a matter, the Client nominates a third party to be the recipient of a legal service (for example, a family company) or the addressee of an invoice, the Client named remains liable.
5. Wallmans accept no liability to anyone other than to the Client. The benefit of Wallmans' legal services may not be assigned, held on trust or otherwise transferred by the Client.
6. If, during the course of a matter, the partners of Wallmans change, the contract continues for Wallmans as then constituted.

SCOPE OF WORK

7. The above letter should indicate the scope of legal services required. If during a matter the scope of work changes, these terms also apply to the new scope.
8. The scope of work is taken to include those things usual for the legal services detailed in the above letter. Unless specifically instructed otherwise however, Wallmans is not liable to make independent investigations in order to verify the veracity, completeness or content of information provided to Wallmans by the Client or a 3rd party.
9. If the original scope of work is to be varied, Wallmans may decline to act for the new scope of work or may review any estimate of fees / expenses previously given.
10. Unless specifically instructed otherwise, Wallmans is not liable to inform the Client of any change to law / administrative practice after an advice / document issues.

INPUTS FROM THE CLIENT

11. The Client agrees to provide Wallmans on a timely basis with instructions / documents / access to the Client's personnel as reasonably required to perform the legal services.
12. Wallmans may assume that a Client purporting to bind a 3rd party has authority to do so.

CONFIDENTIALITY

13. Wallmans would keep confidential and not disclose confidential information about the Client obtained in performing services except as needed to perform the services or required by law.

PRIVACY

14. Wallmans may seek, receive and collect from a Client or 3rd party personal information (namely information about an identifiable individual and includes information or an opinion obtained from any source at any point in time) about a Client for any of these purposes: (a) to provide the legal service; (b) a purpose disclosed to / authorised by the Client; or (c) a purpose required or authorised by law. That information may be both personal and sensitive. Sensitive information includes information about a

criminal record, health, racial or ethnic origin, religious beliefs, sexual preferences or practices and professional, trade or political memberships. Wallmans will take reasonable steps to make sure that personal information about a Client it collects, uses or discloses is accurate, complete and up-to-date. A Client may access their personal information held by Wallmans by request made to any partner of Wallmans on (08) 8235 3000, subject to the *Privacy Act 1988*.

15. If a Client provides Wallmans with personal information about a 3rd party, the Client represents they: (a) have authority to do so; (b) informed the 3rd party their personal information has been disclosed to Wallmans and about how Wallmans may use and disclose their personal information; (c) informed the 3rd party how to gain access to their personal information held by Wallmans.
16. Wallmans may use and disclose a Client's personal information for any of these purposes: (a) to provide the legal service for the Client; (b) a secondary purpose but only if the Client would reasonably expect Wallmans to use or disclose the information for the secondary purpose; (c) Wallmans' current and prospective insurers; (d) an entity considering becoming a partner of Wallmans; (e) a purpose required by law; (f) in seeking a remedy against the Client. Wallmans may disclose personal information to another party even if the other party does not have privacy obligations equivalent to Wallmans. Wallmans is not liable for the use of personal information once it is properly disclosed to another party.
17. A complete copy of Wallmans' *Privacy Policy* is available at www.wallmans.com.au.

FEES

18. Unless agreed in writing otherwise, Wallmans charge for legal services by reference to time spent, divided into 6-minute units and based on current hourly rates (before GST) last published to the Client. For example, at a rate of \$360 per hour, \$36 accrues for every 6 minutes of time, or part thereof.
19. Fees may accrue for time spent in meetings, preparing or reading letters / documents / emails, telephone calls, attendance at Court or at government offices. Wallmans reserve the right to have work performed by lawyers or other staff as most appropriate to perform work.
20. At this time, the hourly rates are as stated at the foot of these terms. The rates are usually reviewed each 1 July.
21. If the Client requires work be performed with special urgency, or after-hours, Wallmans may recover a reasonable surcharge.

EXPENSES

22. Wallmans may recover from the Client usual and proper expenses incurred in providing a legal service. Those expenses may include photocopying, printing, binding, postage, couriers, binding of documents, folders used to hold documents, STD or ISD telephone calls, faxes in or out, stamp duty, government search / lodgement fees, travel / accommodation costs, fees paid to barristers / experts / witnesses / persons serving Court documents.
23. At this time, the rates for some expenses are as stated at the foot of these terms. Otherwise, expenses are recovered at cost to Wallmans (net of any GST input tax credit allowable to Wallmans).

GST

24. If Wallmans incurs a liability to GST in providing a legal service, an amount equal to that GST increases the consideration payable by the Client to Wallmans. That additional amount is payable when the Client is required to pay Wallmans for the service.

INVOICES

25. Wallmans may issue invoices monthly, even if the legal services for a matter are then not complete.
26. The Client is entitled to a tax invoice from Wallmans that details the service provided. If a short form invoice issues, at any time in the next 6 months the Client is entitled to require a detailed invoice, even if the first invoice has been paid. Applicable law also entitles the Client to have an invoice assessed ("taxed") by the Supreme Court.
27. Where the Client has several current matters, Wallmans may issue a monthly statement showing all invoices then outstanding.

PAYMENT

28. The Client is liable to pay Wallmans' invoice within 14 days of the date of the invoice.
29. If an invoice is not paid within time, Wallmans may recover from the Client interest on the unpaid amount at 14% per annum, accruing from the date of the invoice to the date of payment.
30. If the Client authorised Wallmans to recover fees / expenses by debiting a credit / debit card, Wallmans may do so pending the revocation of that authority being advised to Wallmans.
31. Wallmans may set off a claim against the Client against a claim the Client may have against Wallmans.
32. The Client is liable to pay all costs or expenses Wallmans incur in recovering or attempting recovery of moneys the Client owes Wallmans. Such costs may include legal costs on a solicitor/client basis at rates agreed between Wallmans and its own solicitors.

MONEY IN TRUST

33. At any time, Wallmans may require the Client to deposit moneys in Wallmans' trust account to cover anticipated fees and expenses.
34. Where moneys are held in trust for the Client on account of anticipated fees or expenses, the Client authorises Wallmans to apply those moneys against any Wallmans' invoice given to the Client and not otherwise paid or disputed within 2 business days.

THIRD PARTY CHEQUES

35. Unless specifically instructed otherwise, if a cheque made payable to a 3rd party is delivered to Wallmans, the Client authorises Wallmans to forward that cheque direct to that 3rd party.

LITIGATION

36. A Client should know that in any litigation, even if the case is won, the fees and expenses payable by the Client to Wallmans would likely exceed the total amount on account of those fees and expenses the Court orders the losing parties to pay.
37. If litigation is lost, the Client is likely to pay a portion of the legal costs and expenses of winning parties, in addition to Wallmans' fees and expenses.

LIEN

38. Wallmans have a general lien over any documents / moneys / property at any time held for the Client, as security for payment of invoices Wallmans issued or are to issue. That lien continues even if Wallmans no longer acts for the Client.

EMAIL

39. The Client acknowledges that email is inherently insecure, may contain computer viruses, may be delayed or prevented in transmission or receipt from causes outside control and might be intercepted by 3rd parties. Both parties agree to take reasonable steps to ensure their email transmissions (and any attachments) are free of computer viruses.

RECORDS MANAGEMENT

40. Wallmans' file is and remains its property. Wallmans owns the copyright in documents and other works it creates for the Client, subject to the Client having a licence to use those works for the purpose for which intended.
41. If Wallmans are to hold documents (including a title document or Will) in safe custody for a period of time, Wallmans may agree subject to any special terms and conditions (including for payment of a fee) as may issue at the time.
42. Wallmans generally retain records of work for a maximum of 5 years, and may destroy records after that time.

TERMINATION

43. At any time, either party may terminate the Client's engagement of Wallmans. Wallmans would not terminate except for good reason and on reasonable notice.
44. Wallmans remains entitled to recover its fees and expenses for work performed up to termination.
45. On a termination, and subject to payment of Wallmans' fees and expenses accrued, the Client is entitled to recover anything in Wallmans' file that is the Client's property.

FEEDBACK

46. Please advise the partner responsible for your matter, our chairman of partners or our general manager if Wallmans could improve our service to you.

FOR MORE INFORMATION:

Please contact:

General Manager
Wallmans Lawyers
Ph: 08 8235 3000