



Our Ref: [BKV]
Your Ref:
Contact: Brett Vincent

[date]

[addressee]

Dear [ ]

Vincent CCL Pty Limited
ABN 80 116 002 110
Level 2 262 Castlereagh Street
Sydney NSW 2000
T +61 2 9261 5900
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www.vincentccl.com.au

COSTS AGREEMENT

- A. This document is an offer to enter into a costs agreement with you. This is not an invoice.
B. We are an incorporated legal practice that has both lawyers and claims consultants who each provide work as part of our specialised services. The legal work undertaken by a lawyer is regulated by the Legal Profession Act 2004 (NSW). Non legal work undertaken by Vincent CCL consultants and other staff is not regulated by the Legal Profession Act 2004 (NSW).
C. The work we have been instructed to do is:

Legal Work
(Regulated by the Legal Profession Act)

.....
.....
.....

Non Legal Work Performed by Vincent CCL Consultants and Others.....

.....
.....
.....

D. Our ESTIMATE of fees, charges, expenses, disbursements is \$[ ] as detailed in Annexure 1 and as set out in Annexure 2.

OR

D. Our GUARANTEED MAXIMUM FEE (or Guaranteed Maximum Fee and Hourly Rates mixed) (excluding charges, expenses and disbursements) is \$[ ] detailed in Annexure 1 and as set out in Annexure 2 [delete if not applicable].

E. The disclosure requirements which we are required to provide you under the *Legal Profession Act 2004(NSW)* are contained in annexure '1' which forms part of this document.

**F. Acceptance of Offer**

If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any of the following ways:

- Signing and returning a copy of this document; or
- Giving us instructions after receiving this document; or
- Oral acceptance.

Failure to accept our offer within seven (7) days of dispatch of this document can result in the immediate withdrawal of our offer to act on your behalf.

**G. Termination of Agreement**

We will not continue to do the Work:

- If you fail to pay our bills;
- if you fail to provide us with adequate instructions within a reasonable time;
- if you give instructions that are deliberately false or intentionally misleading;
- if you fail to accept an offer of settlement which we think is reasonable;
- if you fail to accept advice we (or counsel) give you;
- if you engage another law practice to advise you on this matter without our consent;
- if we, on reasonable grounds, believe that we may have a conflict of interest;
- if you indicate to us that we have lost your confidence; or
- for other just cause.

We will give you at least fourteen (14) days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

You may terminate this agreement at any time.

If the Agreement is terminated either by you or us, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of our lump sum fee that we reasonably estimate has been incurred in respect of the legal services

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provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay our costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.

On termination, we are entitled to retain possession of your papers and documents while there is money owing to us for our charges and expenses, unless and until security is provided for our costs.

**H. Retention of your documents**

We will, on completion of the work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years, and on the undertaking that we have your authority to destroy the file seven (7) years after the date of the final bill rendered by us in this matter.

**I. Privacy Protection**

Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (eg. under the *Social Security Act*). You also authorise us to disclose such information where necessary to others in furtherance of your claim/matter (eg within the law practice, to the Court, the other party or parties to litigation, to valuers, experts barristers etc).

**J. Payment / Money on Account**

We may ask to you pay us, in advance, some money on account of payments which will be made to others and our costs.

OR:

We will ask you to repay the money paid on your behalf as and when we send you bills for these payments.

**K. Authorisation to Transfer Money from Trust Account**

You authorise us to receive money directly into our trust account any judgment or settlement money, or money received from any sources in furtherance of your work, and to pay ourselves our costs, disbursements and expenses upon sending you our bill of costs requesting payment.

Yours faithfully  
**VINCENT CCL PTY LIMITED**

Signed: .....  
For and on behalf of

Date: .....

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## ANNEXURE '1'

This document discloses information about the costs of our legal services, and your rights, as required by the *Legal Profession Act (NSW) (the Act)*. You may negotiate and enter into a costs agreement with us based on the information contained in this document. A standard costs agreement is attached.

### 1. GST

All rates, charges, expenses etc in this document are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be added and charged to you.

### 2. Hourly Rates/Fees based on an Estimate (Charges, expenses and disbursements at cost)

#### 2.1. Estimate of Fees, Charges, Expenses and Disbursements

Our breakdown of the estimate of fees, charges, expenses and disbursements is as set out at Annexure 2.

#### 2.2. Hourly Rate

##### Lawyers

(a) Director -	\$350/hr (plus 10% GST)
(b) Senior Solicitor -	\$330/hr (plus 10% GST)
(c) Junior Solicitor -	\$200/hr (plus 10% GST)
(d) Para-legal -	\$90/hr (plus 10% GST)
(e) Secretary -	\$45/hr (plus 10% GST)

##### Consultants

(a) Senior Consultant	\$180/hr (plus 10% GST)
(b) Consultant	\$130/hr (plus 10% GST)

These rates will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minutes units. For example, the time charged for an attendance of up to 6 minutes will be 6 minutes and the time charged for an attendance between 6 and 12 minutes will be 12 minutes.

#### 2.3. Charges

We will charge you for services we use or supply at cost.

#### 2.4. Expenses & Disbursements

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We will incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include:

*Search fees; enquiry fees; court filing fees; process servers; clinical records from hospitals; medical reports; experts' reports; witnesses expenses; travel expenses; transcripts; barrister's fees.*

These will be charged at cost.

We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

Any lump sum offered by us is for fees our fees only and does not include charges, expenses and disbursements.

### **3. Lump Sum Fees (or Lump Sum Fees and Hourly Rates mixed) (Charges, Expenses and Disbursements at Cost)**

Our breakdown of the lump sum fees (or lump sum where indicated and hourly rates mixed), charges, expenses and disbursements is as set out at Annexure 2.

#### **3.1. Charges**

We will charge you for services we use or supply at cost except for consulting services.

#### **3.2. Expenses & Disbursements**

We will incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include:

*Search fees; enquiry fees; court filing fees; process servers; clinical records from hospitals; medical reports; experts' reports; witnesses expenses; travel expenses; transcripts; barrister's fees.*

These will be charged at cost.

We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

Any lump sum offered by us is for our fees only and does not include charges, expenses and disbursements.

### **4. Your right to a bill of costs**

You are entitled to receive a bill of costs from us. If we send you a lump sum bill you may request an itemised bill within 30 days of receipt of the lump sum bill.

### **5. Billing arrangements**

We will send you a bill of costs containing information of our professional fees and charges, disbursements and expenses, including GST, either after completion of the work, or monthly, or at other times as agreed with you, when the work is in progress.

## **6. Interest on unpaid costs**

If our costs are not paid within thirty (30) days of receipt by you of our bill of costs, we may charge you interest on the unpaid amount at the rate of 9% in accordance with regulation 110A of the Legal Profession Amendment Regulation 2005.

## **7. Dispute as to legal costs**

The Act gives you the right to: apply to the Supreme Court to have the bill of costs assessed for its fairness and reasonableness by a Costs Assessor; or to have the dispute mediated; or a costs agreement set aside by the Costs Assessor on the basis that it is not fair, just or reasonable. Applications for assessment should be made before the expiry of sixty (60) days after receipt of the bill of costs, or request for payment of costs made by us, or full payment made to us, whichever is the earliest.

## **8. Persons responsible for your matter and legal costs**

You may contact me regarding your matter and your legal costs.

## **9. Substantial changes to disclosure**

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document (i.e. a change of solicitor dealing with the matter within the firm must be disclosed; a change of solicitor or counsel for the other party. In the litigation matters: change in length of trial, number of interlocutory applications; offers of compromise; number and location of witnesses).

## **10. Progress reports**

You are entitled to request, at reasonable intervals, written progress reports on your matter. Our normal charge-out rates will apply for this service. You are entitled to request a written report on the legal costs incurred to date since the last bill of costs was given to you, free of charge.

## **11. Engagement of another law practice**

It may be necessary for us to engage, on your behalf, the services of another law practice to provide specialist advice or services, including court services, or to act as our agent. We will consult you as to the terms of that law practice's engagement, but you may be asked to enter into a costs agreement directly with that law practice. The law practice engaged by us will disclose costs in a similar manner and we will disclose those costs to you.

## **12. Costs in court proceedings (if applicable)**

**12.1.** If court proceedings are taken on your behalf, the court may order the other party to pay our costs of the proceedings. This sum will not necessarily cover the whole of

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your legal costs due to us. It is possible that the court may make an order that you pay the other party's costs (if, for instance, you lose the case). These costs are payable by you to the other party in addition to the costs payable to us.

**12.2.** If you are successful in the litigation the following is the range of costs that may be recovered from the other party. The sums given below are merely estimates.

**12.2.1.** prior to hearing: \$\_\_\_\_\_

**12.2.2.** up to and including a single day's hearing: \$\_\_\_\_\_

**12.2.3.** up to and including three days' hearing: \$\_\_\_\_\_

**12.3.** If you are unsuccessful in the litigation you may be ordered to pay the other party's costs. The sums given below are merely estimates, and based on our estimate of what the other party's law practice may charge.

**12.3.1.** prior to hearing: \$\_\_\_\_\_

**12.3.2.** up to and including a single day's hearing: \$\_\_\_\_\_

**12.3.3.** up to and including three days' hearing: \$\_\_\_\_\_

**12.4.** If settlement of your claim is being negotiated, we will provide you before settlement with:

**12.4.1.** a reasonable estimate of our costs payable by you on settlement.

AND

**12.4.2.** a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you;

OR

**12.4.3.** a reasonable estimate of the costs you may have to pay the other party (eg if your case is weak, etc)

### **13. Applicable law**

The law of NSW applies to legal costs regarding this matter. You are, however, able to enter into a costs agreement with us on the basis that the corresponding law of another State or Territory is applicable. If this 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 NSW is applicable, in the event of any dispute as to costs arising with us.

**ANNEXURE '2'**

**Estimate of Fees**  
**(Estimate of Charges Expenses and Disbursements at Cost)**

**Important**

1. All charges, expenses and disbursements are estimates and do not form part of any lump sum offered by us.

ANNEXURE '2'

**Guaranteed Maximum Fees (or Guaranteed Maximum Fees  
& Hourly Rates Mixed)**  
(Estimate of Charges, Expenses and Disbursements at Cost)

**Important**

1. The fees may comprise lump sums for certain elements of work and hourly rates for other elements of work.
2. “\*” in the Annexure indicates which sums of the fees (only) are offered as lump sum, if any.
3. All charges, expenses and disbursements are estimates and do not form part of any lump sum offered by us.