

## Terms of Business

Our Terms of Business sets out the basis on which Coleman Greig Lawyers provides legal services.

### Who at Coleman Greig Lawyers will look after my work?

Our fee proposal names the staff primarily responsible for your work. Our lawyers work in teams. When it is appropriate to do so, some work on your matter may be delegated to another member of the team who can carry out that work at a lower cost to you, or who has particular expertise applicable to your work. Work will only be delegated to a team member who is appropriately qualified or experienced to handle it and their work will be overseen by a senior lawyer at all times. Your lawyer will obtain contributions from other teams in the practice as required.

Some of the work on your matter will be done by paralegal and other support staff members. These staff members work under the supervision of the lawyer acting for you. We charge for this work because it advances your work to completion in a cost effective manner.

Our professional staff charge different hourly rates, depending on their experience, within the following ranges:

	Hourly Rates (excl GST)	Hourly Rates (incl of GST)
Principal/Director	\$560 - \$660	\$616 - \$726
Principal Lawyer	\$550 - \$620	\$605 - \$682
Senior Associate	\$450 - \$575	\$495 - \$633
Special Counsel	\$525 - \$525	\$578 - \$578
Associate	\$400 - \$450	\$440 - \$495
Lawyer	\$250 - \$380	\$275 - \$418
Senior Law Clerk	\$380 - \$380	\$418 - \$418
Licensed Conveyancer	\$300 - \$300	\$330 - \$330
Paralegal/Law Clerk	\$225 - \$240	\$248 - \$264
Support Staff	\$200 - \$225	\$220 - \$248

Where our fees are based on time spent, time will be calculated at the applicable hourly rate, on minimum units of 6 minutes. The time recorded in relation to any activity includes the time required to make a file note or other record of that activity, where applicable. Travel time is charged at the hourly rate.

### Estimated Fees

Where our fee proposal gives a fee estimate, this is an estimate only, and not a fixed quote. The total costs may exceed the estimate. While the estimate is based on present information and instructions and our current understanding from you as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which affect these matters. In this 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.

Some of the variables which may affect the costs estimate include:

- the number and duration of telephone calls or other communications;
- your prompt and efficient response to requests for information or instructions;
- changes in your instructions;
- documents being revised in light of varied instructions;
- the lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- changes in the law; and
- the complexity or uncertainty of the legal issues affecting your matter.

#### Office Locations:

**Parramatta** +61 2 9895 9200  
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## Expenses

You are responsible for all expenses we incur on your behalf, such as search and enquiry fees, duties and taxes, court fees, process serving fees, courier fees, travel expenses, transcript fees and witness or expert fees. If we need to engage the services of another professional, such as a surveyor, valuer, barrister or expert witness, we will consult you about their terms of engagement and the fees likely to be incurred. You may be asked to enter a fee agreement directly with the other professional.

## Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

## Interest Charges

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("Uniform General Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

## Recovery of Costs

The *Legal Profession Uniform Law (NSW)* ("the Uniform Law") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been given to you.

## Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing (e.g. task-based or time-based);
- (c) request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;

- (d) seek the assistance of the NSW Legal Services Commissioner in the event of a dispute about legal costs;
- (e) be notified as soon as is reasonably practicable of any significant change to any matter affecting costs and of any significant change to costs as a result of that change;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and,
- (g) notify us that you require an interstate costs law to apply to your matter.

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- (i) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and,
- (ii) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.

Nothing in these terms affects your rights under the Australian Consumer Law.

## Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.

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## Payment Methods

It is our policy that, when acting for clients, we do one or more of the following:

- (a) approve credit;
- (b) ask the client to pay monies into our trust account;
- (c) ask the client for their credit card details.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

## Trust Accounts

We may ask you to place funds in our Trust Account, in advance, for expenses to be incurred on your behalf, or for all or part of our estimated fees. For example, we may ask you to pay in advance for expenses to be paid on your behalf, or for the costs of a court hearing.

You authorise us to receive money directly into our trust account on your behalf, including any judgment or settlement money, or money we receive from any other source on your behalf. You authorise us to draw on money held in our Trust Account on your behalf to pay our fees (if we have sent you an invoice and you have not objected to the use of trust money within 7 days), including fees for other work we have done for you, and expenses as they are incurred.

Under the Legal Profession Act, you are entitled to receive an invoice before we use any of your money we hold in trust to pay our fees.

Funds held in our Trust Account do not earn any interest.

## Retention of Your Documents

On completion of your work, or following termination (by either party) of our services, we will retain your documents for 7 years. Your agreement to these terms constitutes your authority for us to destroy the file after those 7 years. The authority does not relate to any documents which are deposited in safe custody (such as wills) which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

If you request a document (such as a will) or a copy of your file, or part of it, after the document or file has been placed in safe custody or storage, we may charge you a fee for retrieval and copying, based on the time required to be spent, and retrieval and postal (or other delivery) costs.

You will be liable for the cost of storing and retrieving documents in storage and our professional fees in connection with this.

## Termination by Us

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear and timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe;
- (h) if, in our sole discretion, we consider it is no longer appropriate to act for you; or,
- (i) for just cause.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

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## Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

## Lien

You acknowledge that:

- (a) we are entitled to a common law lien over funds, papers and property of yours in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and,
- (b) our lien will continue notwithstanding that we cease to act for you.

## Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties.

We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts.

Your personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of

Lands, the Registrar General and third parties involved in the completion or processing of a transaction.

We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions.

We manage and protect your personal information in accordance with our privacy policy [which can be found on our firm website or a copy of which we will provide at your request]. Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing.

## Sending Material Electronically

We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

## GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

## Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.

## Client Feedback

Client feedback is an integral part of our quality management and ensures we continue to provide high quality service to all of our clients. We invite you to provide your feedback on our service at any time by visiting the [CGRateUs](#) page on our website. From time to time we may also ask you to complete the CGRateUs survey to enable us to track our performance.

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