

Retainer

Our Reference: ___ : ___ : _____

Solicitor: _____

Date: ___ / ___ / _____



Brett Davies

LAWYERS

Tax Lawyers Australia Pty Ltd
ACN 126 959 206

201 Adelaide Terrace
Perth Western Australia 6000
Phone (08) 9325 7999
Facsimile (08) 9325 5999
www:TaxLawyers.com.au

1. We act in your best interests at all times. We keep your matters confidential and private.
2. Our legal services are subject to the *Legal Profession Act 2008 (Act)*. We do not provide non-legal services.
3. The hourly rate for the Solicitor is \$440 per hour. Disbursements are charged at cost.
4. The Solicitor has day to day conduct of your file. Your file is supervised by the law firm's principals - \$550 per hour.
5. Many businesses increase their fees to cover bad debts. We reduce bad debts by getting money up front to cover future fees. This allows us to charge lower fees.
6. We pay our costs and disbursements from your trust account, moneys we receive on your behalf and credit card after substantial work is done on the file. You receive a tax invoice. Trust withdrawals are reported within 14 days. Photocopying is 80c per page.
7. Accounts are sent monthly. Each bill is final for the work covered by it.
8. There is a statutory cost scale for lawyers. We charge above those scale fees. By signing this Retainer, you allow us to charge costs higher than the costs allowed under the costs scale.
9. For lump sum bills you are entitled to request an itemised account. You make any request for an itemised account within 30 days of receiving the lump sum bill. We comply with your request within 21 days. We don't charge for preparing itemised accounts.
10. You may apply to a taxing officer for an assessment of our legal costs even if the legal costs are paid. You apply for assessment within 12 months after you get our bill.
11. If you ask, we provide you with details of all legal costs and our estimate of ongoing costs (including the other party's legal costs and disbursements if you lose).
12. You pay interest on all 30 day plus unpaid invoices at a rate set by the Act (as varied from time to time).
13. You can instruct us to stop work at any time. You remain responsible for all costs up to this time.

14. We can cease to act for you if we believe:
 - you don't comply with this Retainer, don't pay in advance or pay your account within 7 days
 - we did not receive adequate instructions
 - the relationship of mutual trust and confidence is lost
 - continuing to act for you may breach professional conduct rules
15. If we do work for you before the date of the Retainer, then this Retainer also covers the work.
16. We can ask you to sign another Retainer. Until you do, this Retainer covers all matters and files.
17. You irrevocably authorise and instruct us to retain all files, documents and personal property for your matter until all bills are paid in full or a court otherwise orders.
18. You acknowledge our copyright in documents prepared by us. Do not reproduce without our prior written permission.
19. We destroy your file records after 5 years unless you write on this Retainer "do not destroy file" (storage costs apply).
20. If any part of the Retainer is void or voidable then the remaining parts remain enforceable.
21. The Retainer is the entire agreement. It is amended only in writing.
22. You may apply to the Court to have this Retainer reviewed. If the Court forms the view that the Retainer is not fair or reasonable the costs payable by you may be reduced or this Retainer set aside.
23. We share information and documents with your advisers, accountants and other lawyers.
24. We are your agent. We may incur expenses (such as fees charged by an independent barrister) on your behalf. You are responsible for any such expenses. You agree to us charging those expenses to you and recovering them from you. Where possible we first obtain your consent before incurring unusual expenses on your behalf. You indemnify and hold us harmless from any loss.
25. We are a subsidiary of ASX listed Integrated Legal Holdings Ltd (ACN 120 394 194) to which profits are paid.

Name: _____ Address: _____

Telephone: W: _____ M: _____ H: _____

Please debit my **Credit card** Visa / MasterCard
 Card Number: _____ / _____ / _____ / _____
 Name on Card: _____ Expiry Date: _____ / _____

My **cheque** is attached \$ _____ payable to **Brett Davies Lawyers**

Direct deposit: \$ _____ Brett Davies Lawyers Statutory Trust Account
 BSB: 086-006 / Account Number: 82-646-6253

Please quote our reference & your name: _____

I accept this Retainer: 

Brett Davies Lawyers: 