

General Terms of Business

1 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 30 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.

2 Acceptance of Offer

You may accept the Costs Disclosure and Costs Agreement by:
a) signing and returning this document to us or: b) continuing to instruct us. Upon acceptance you agree to pay for our services on these terms and you agree that the estimated costs are reasonable based on the scope of your instructions, complexity and urgency of your circumstances (if any)

This agreement supersedes any and all prior agreements, whether oral or written, between the client and the Agent. This agreement shall expire after two (2) months from the date of execution. If remaining works and/or additional works are required, you will be required to enter into a new Agreement with us.

We commence work upon full deposit of the total amount indicated in clause 5(a). If a payment instalment plan has been pre-approved, you authorize us to deduct the agreed amount from your nominated credit card in clause 5 in accordance with your payment plan, unless otherwise agreed.

3 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.

4 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.

5 Your Rights

It is your right to:

- negotiate a costs agreement with us;
- negotiate the method of billing (e.g. task based or time based);
- request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- be notified as soon as is reasonably practicable of any significant change to any matter affecting costs;
- accept or reject any offer we make for an interstate costs law to apply to your matter; and
- 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:

- 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
- 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.

6 Your Rights in relation to a Dispute

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

- 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;
- you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. An application for assessment must be made within 12 months after the final bill in this matter was provided or request for payment made or after the costs were paid.

If a dispute arises—out of or relating to this agreement, or the breach, termination, validity, or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute—you agree to:

- discuss the dispute with the aim of reaching an agreement that is acceptable to both sides with the Solicitor Director, before proceeding with the steps listed from 6(d) to 6(h) or raise a complaint with relevant authority.
- If you request an opportunity to discuss the dispute, you should attempt to reach an agreement within 21 days of that request (or a longer period if agreed)
- If you and the Agent cannot reach an agreement within 21 days, you agree to refer the dispute to the Australian Disputes Centre (ADC) for final settlement by a single arbitrator appointed in accordance with the Rules of the ADC, or by another dispute resolution process suggested by ADC and

accepted by you and the Agent. It is expected that any fees payable to ADC or to the person appointed by ADC will be paid by you.

- If you or the Agent have been unable to resolve their dispute through ADC, either party may commence Court proceedings but not before the expiry of 28 days from the date of referral to ADC.
- You may vary the procedure set out in this clause if you can establish that Department of Home Affairs may require you to depart Australia.
- You acknowledge and understand that any requests for refund will be considered as a dispute under this clause and you agree to dispute resolution process.

7 Liability

To the maximum extent permitted by law, the aggregate liability of the legal practitioners in Agape Henry Crux (including related entities) for any losses arising directly or indirectly out of, or in connection with, the services (including the use by you or any other person of any deliverable under this agreement) is capped at the value of the fees that become payable under this agreement (the Liability Cap). Our liability is limited by a scheme approved under Professional Standards Legislation. All legal practitioners employed by Agape Henry Crux are members of the scheme. Under the scheme, our maximum aggregate liability for any losses arising in relation to this Agreement is capped at A\$1,500,000. Our coverage by the scheme does not derogate from our limitation of liability. If, under any applicable Professional Standards Legislation, the maximum liability of the legal practitioner and/or Agape Henry Crux for Losses arising from this Agreement would be:

- a higher amount than the Liability Cap, then, to the maximum extent permitted by law, the Liability Cap will apply in place of the maximum that would otherwise apply under that Professional Standards Legislation; or
- a lower amount than the Liability Cap, then the Liability Cap will be deemed to be equal to the maximum liability of the legal practitioner and/or Agape Henry Crux under that Professional Standards Legislation.

8 Payment Methods

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

- ask the authorized payer to pay monies into our trust account;
- ask the authorized payer 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.

No cash payment of above \$10,000 AUD is allowed.

9 Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements in accordance with s 144 of the Legal Profession Uniform Law. A trust statement will be forwarded to you upon completion of the matter.

You authorize us to pay ourselves our costs, disbursements and expenses upon sending you our tax invoice/bill of costs requesting payment from the money held in our Trust Account.

10 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 engage a specialist archiving/storage company to store the file for a period of 7 years (which may include disclosure of information and documents with such third parties) and to securely destroy the file thereafter. The authority does not relate to any documents which are deposited in safe custody 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.

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

11 Termination by Us

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

- while any of our tax invoices remain unpaid;
- if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- 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;
- if you refuse to accept our advice;
- if you indicate to us or we form the view that you have lost confidence in us;
- if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- if in our sole discretion we consider it is no longer appropriate to act for you; or

Liability limited by a scheme approved under Professional Standards Legislation

- (i) if it is more than 60 days from the date of this agreement and you do not cause by us (for example, including but not limited to, Expression of Interest, Receiving Documents); or
- (j) if you fail to return documents as scheduled upon commencement of our services as agreed in this agreement;
- (k) 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.

12 Termination by You

You may terminate our services by written notice or by conduct 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).

13 Reward Points

In the course of conducting your matter we expect to obtain on your behalf service from Visa Card, American Express and Master Card. It is expected that these providers will give us reward points for the use of their services.

14 Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time 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.

15 Scope of Instructions Explained – “Our Glossary”

Key Terminology	What does this entail?
“Fact Finding”	This includes a request of documents from all relevant authorities and parties, and to review and investigate all information and documents held by such authorities and parties.
“Provide Immigration Advice” Or “Provide Advice for...”	We will be considering all materials in determining your eligibility for a number of migration pathways. We will be furnishing our advice in the form of a written letter at the commencement of our engagement. As indicated in your costs agreement, this advice may also be specific to a particular topic or visa subclass. Requests for follow-up or post-lodgement advice will constitute additional instructions.
“Prepare application for...”	This is the preparation of application forms and conduct of internal checks on supporting documents and forms prior to Lay.
“Lodge application for...”	This is the submission of an application to the authority. This block of service is completed upon lodgement/submission.
“Legal Submissions for...”	Legal submissions are written documents used to address specific legal issues and requirements for a particular matter.
“Prepare response for...”	Often after lodgement or visa grant, the Department will request for further documents or information. We will be assisting with preparing a response for a particular legal issue or topic pertaining to your matter.

16 Code of Procedure

It is our aim to manage cases efficiently with the following conduct. We will be dealing with you in the following manner during our course of engagement.

- (a) **Response Time:** If you make an enquiry by email/phone/sms, it is our policy to endeavour to respond within 24 hours (on business days). As our office is closed on weekends, we will revert on the following business day.
- (b) **Frequency:** In order to communicate effectively, we request that you consolidate your queries and not send more than 2 enquiries a day. If the matter is complex, we would request that an appointment for a teleconference or a meeting at our office to discuss be made. The teleconference meeting can be pre-booked using this link: [SCHEDULE PHONE CALL](#)
- (c) **Number of Contact:** To deal with your matter efficiently, we will minimize our number of correspondences (that is, 2 telephone calls and 2 emails). We reserve the right to calculate the additional correspondences as additional work not covered in the costs agreement which would incur professional fees based on our hourly rates.

17 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. All conferences and correspondences between you and the Agent (including all persons expressly authorized by you) are recorded. You may at any time request the recording to cease.

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, Department of Home Affairs, 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's [website](#) or a copy of which we shall 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.

18 Translator/Interpreter

Upon signing of this Agreement, you acknowledge that we have advised you to obtain a [qualified translator/interpreter](#) for the translation of documents and interpretation of communication throughout the course of our engagement. You will not hold us liable for any unofficial verbal or written translation provided.

19 Electronic Communication

We are able to send and receive documents and communicate or correspond with you electronically. Information transmitted electronically cannot be guaranteed to be private or free of viruses or errors and consequently such information could arrive late or be intercepted, corrupted, lost, destroyed or incomplete or otherwise be adversely affected or unsafe to use. We will not be liable to you in respect of any error or omission, loss of confidentiality, and/or any claim you may have arising from or in connection with the electronic communication of information to you, including 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. If you do not accept these risks, you must promptly notify us in writing that you do not want us to communicate electronically with you Please read our [legal notice](#).

20 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.

21 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.

22 Liability in relation to Third Party Service Providers

We will take reasonable care in providing instructions to any Third Party Service Providers but, to the maximum extent permitted by law, we take no responsibility for their work or how they carry out their instructions. In suggesting or selecting any Third Party Service Providers, we will rely on information that we are given as to their qualifications and experience but take no responsibility for such selections and give no warranty as to the ability of any Third Party Service Providers to appropriately carry out their work or as to the quality of their services.

Third Party Service Providers means any barristers, interstate law practices, search or registration agents, experts or other similar third parties that may need to be engaged on your behalf in connection with the Services.