Click here to enter a date.

Via Email: Click here to enter text.

C/: Click here to enter text. (M: Click here to enter text.)

**COSTS DISCLOSURE NOTICE & AGREEMENT**

BETWEEN

MARC JEAN MERCIER

AND

Click here to enter text.

(ABN Click here to enter text.)

[Collectively, The Parties]

Dear Click here to enter text.,

Thank you for seeking to retain me in this matter.

Your request for a Cost Disclosure Agreement was received on Click here to enter a date..

My understanding of the work that your firm seeks to brief me on, and the basis for the offer herein contained, can be summarised as follows:

Your client is in the process of developing a 2 unit residential dwelling to be constructed on the Gold Coast.

The Dwellings are at a stage where they are being signed-off by the builder and a surveyor has been engaged to undertake a survey with a view to obtaining final survey plans for filing with council.

The proposed development shall not have a need for Body Corporate Management and it is expected to have relatively simple by-laws.

The current title is owned 10%-90% (your client & his wife (10%) and his parents (90%)), and upon registration of the new titles your client and his wife propose to own one (1) villa (100%) and his parents will own the other villa (100%).

Your firm is seeking to retain me on the following basis:

* To liaise with the Council and the engaged surveyor;
* Prepare the CMS;
* Advise on Body Corporate aspects as the matter proceeds;
* Drafting any AGM / EGM minutes needed to get the scheme approved and lodged.

This Cost Disclosure Notice and Agreement is written as:

1. My disclosure under section 309(2) of the *Legal Profession Act 2007 (Qld)*; and
2. My offer to you, herein setting out the terms upon which I will accept your instructions, to enter into a costs agreement with you in relation to this matter under section 322(1)(c) of the *Legal Profession Act 2007 (Qld).*

Acceptance of my offer will result in an agreement for legal services (hereinafter “the Retainer Agreement”) with you, from whom I take instructions, and to whom I am accountable under the Retainer Agreement.

Should you have any questions about this letter, please do not hesitate to contact me on 0421 414 458.

Yours faithfully,



Marc Mercier, ESQ.

BARRISTER-AT-LAW

*Chambers*

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# Instructions and scope of work

Your instructions are to:

1. Reading and review of materials provided relating to the establishment of a two lot Body Corporate to be constructed on the Gold Coast (address TBA);
2. Consult on Body Corporate aspects as the matter proceeds;
3. Prepare the scheme Community Management Statement (inclusive of scheme by-laws);
4. Liaise with the local authority (Gold Coast City Council) and the engaged surveyor on matters relating to the establishment of the said proposed Body Corporate and facilitate the submission/filing of applicable documentation;
5. Draft the first AGM (and EGM) minutes and set up any required scheme records to facilitate establishment in accordance with the Body Corporate legislation;

Refer to Clause 15.0 of this agreement for additional works which may be undertaken and costed in accordance with clause 2.1(e).

This Cost Disclosure Notice and Agreement is written as:

1. My disclosure under section 309(2) of the *Legal Profession Act 2007 (Qld)*; and
2. My offer to you, herein setting out the terms upon which I will accept your instructions, to enter into a costs agreement with you in relation to this matter under section 322(1)(c) of the *Legal Profession Act 2007 (Qld).*

Acceptance of my offer will result in a retainer agreement (hereinafter “the retainer agreement”) with you, from whom I take instructions, and to whom I am accountable under the retainer agreement.

# Fee Disclosure

1. My fees under this retainer agreement will, and for any further work on this matter until further notice, be calculated on the following basis:
2. The estimate fees for instructions contained in items 1.0(a)-(e) is $1,700.00-$2,500.00 plus GST plus Disbursements;
3. For out-of-court work, my fees will be calculated at the rate of $400.00 plus GST per hour or part thereof for all work performed under the retainer, including conferences, telephone consultations, reading, preparation (for conferences, trial, hearing or advices), travel time, drafting or settling documents, and preparing written advices. The fees so calculated on any day will not exceed the daily rate (as shown below) unless overnight work is urgently required;
4. For Court Work or other adversarial work, my fees will be calculated at the rate of $4,900.00 plus GST per day or part thereof. This is struck on the basis of an effective 8.5 hour day or allocation of a day. This covers preparation and appearance on the day;
5. I will also charge for my necessary out-of-pocket expenses (such as but not limited to airfares, taxi fares and accommodation) at cost plus GST; and
6. Refer further to Clause 15.0 of this agreement for costings for all other non-stated work.
7. These rates will remain in place for the duration of this retainer or one year, whichever is shorter. I reserve the right to review these rates in respect of any further work on this matter each year and to notify you of any increase in those rates to be applied one month after that notification unless my retainer is terminated in the meantime. Please note that there is no applicable scale, which restricts or constrains the fees that I can charge under the retainer agreement.
8. I reserve the right to review these rates during the course of the retainer, such as but not limited to the following:
9. If meetings, negotiations and conferences are protracted;
10. If clear instructions are not provided;
11. If you change your instructions;
12. If the complexity of the matter increases; and
13. If follow-up requests are required for the payment of invoices rendered.
14. Upon any such review of these rates, I will advise you in writing as soon as practicable.

# Estimate of Fees

1. On the material briefed to me, I estimate (having not yet read the brief or undertaken the work required) that the total fees payable to me under this retainer agreement in items 1.0(a)-(e) is $1,700.00-$2,500.00 plus GST plus Disbursements.
2. Reading and review of materials provided relating to the establishment of a two lot Body Corporate to be constructed on the Gold Coast (address TBA);
3. Consult on Body Corporate aspects as the matter proceeds;
4. Prepare the scheme Community Management Statement (inclusive of scheme by-laws);
5. Liaise with the local authority (Gold Coast City Council) and the engaged surveyor on matters relating to the establishment of the said proposed Body Corporate and facilitate the submission/filing of applicable documentation;
6. Draft the first AGM (and EGM) minutes and set up any required scheme records to facilitate establishment in accordance with the Body Corporate legislation;
7. In addition to specifying the basis on which professional fees will be calculated and charged, the terms of engagement section of the covering email/letter to you sets out the estimate of costs associated with your matter including (where possible) any variables which may affect such estimate or fee.
8. It is not reasonably practical to make any better estimate of fees at this point. Where an estimate is provided, it is an estimate only, and is not a quotation and is subject to change as more information becomes available.

# Invoicing and Payment

1. I will provide invoices to you, and you will provide full payment of my fees for work done, calculated on a time basis by reference to the above rates.
2. Where professional fees are to be calculated and charged based on the time spent attending to the matter:
3. The hourly rates for the particular practitioners working on the matter will apply; and
4. Time will be charged in six minute intervals, with six minutes being the minimum amount of time recorded for professional services. For example, time charged for an attendance of up to six minutes will be one unit and time charged for an attendance between six and twelve minutes will be two units.
5. I will provide an invoice on completion of each portion of the retainer agreement.
6. My fees are payable within seven (7) days of the date of invoice(s).
7. By accepting this costs agreement you authorise us to send you bills electronically via email.
8. For the purpose of this costs agreement you will be deemed to have received a bill:
9. Where it is emailed to you – on the day it is emailed to you; or
10. Where it is posted to you – two days after the date on which it was posted to you.
11. Bills can be paid by direct deposit into our bank account.
12. If any costs are incurred by me in the pursuit of payment of my memorandum of fees, you agree to be liable for all such costs in relation to the recovery of the debt, including but not limited to letter of demand costs, debt collection agency costs, and application fees and filing fees and service fees at the Queensland Civil & Administrative Tribunal or the Magistrates Court of Queensland.
13. Where a bill is not paid within 14 days of receipt you will be charged interest on the unpaid account at the rate prescribed by the regulations under s.321(1) *Legal Profession Act 2007 (Qld)*, being the rate that is equal to the cash rate target (as set by the Reserve Bank of Australia as at the date of the relevant bill) plus 2%.

# Standards, Immunity and Scheme Limitation

1. I am bound by the ethical and cognate standards set forth in the *Legal Profession Act 2007 (Qld)* andthe *Legal Profession (Barristers Rules) 2011 (Qld).*
2. My immunity under common law from suit relating to work done in court, or work done out of court affecting the conduct of this matter in court, will apply to the retainer agreement.
3. Further:
4. As a “Class A Ordinary” member of the Bar Association of Queensland, my professional liability is limited by a scheme approved under the *Professional Standards Act 2004 (Qld);*
5. In this regard, refer to the statement to that effect at the base of each page of this letter, and also refer to the Professional Standards Council website at *http://www.psc.gov.au/psc/schemesii/baq.*html for further information; and
6. Please note that there are exceptions to the scheme’s operation specified in section 6 of the *Professional Standards Act 2004 (Qld).* These include the circumstance of me “acting for a client in a personal injury claim”.

# Retention of your documents

1. Following the completion of this matter we will retain a copy of your file for 7 years (or such longer period as may be required by legislation).

1. We may elect to retain such copy in electronic rather than hard copy form.
2. You may obtain your file, or a copy of your file, at any time upon payment of a fee of $75.00 (inclusive of GST) to cover administration expenses and subject to you having paid all outstanding accounts to us on this and any other files.
3. You authorise us to destroy your file after 7 years.

# Privacy protection

1. Personal information about you, provided by you and other sources, is protected under privacy legislation. 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 matter (eg within the firm, to a relevant court, to the other party or parties to litigation, to valuers, experts, barristers etc).

# Intellectual property

1. You acknowledge that we retain the copyright in all correspondence, documents, advices, agreements and any other material prepared for or on your behalf (**Materials**). You have the right to use these Materials for the purpose for which it was provided to you. However, you are not entitled to use the Materials, or supply them to any other party, for any other purpose without our written consent.

# Communications

1. Our usual method of communication is via email rather than post or fax.
2. It is your responsibility to:
3. Ensure that we have the correct email address for you and advise us of any changes to your email address; and
4. Notify us if you would prefer an alternative contact method to email communication.

# Costs Agreement

1. This letter is also an offer by me to you to enter into a costs agreement relating to my proposed retainer in this matter. Upon acceptance of my offer, the above will comprise the terms of the agreement.

# Covering email/letter

1. The terms of engagement section of the covering email/letter to you sets out specific conditions which apply to this matter and forms part of this costs agreement.
2. We will endeavour to notify you of any substantial changes to the matters set out in the terms of engagement section of the covering email/letter or this costs agreement (for example any substantial changes to hourly charge rates, cost estimates etc) as soon as reasonably practicable.

# Jurisdiction

1. The laws of Queensland apply to this costs agreement and legal costs in relation to this matter.

# Severance

1. If a provision, or part of a provision, of this costs agreement is void or voidable that provision, or part, is severable and the remainder of the costs agreement has full force and effect.

# Acceptance of Offer

1. You acknowledge that you:
2. Have read and understood the contents of this costs agreement;
3. Have voluntarily entered into this costs agreement without any duress from us;
4. Have had reasonable opportunity to consider the terms of this costs agreement and seek legal advice prior to accepting the terms of this costs agreement; and
5. Believe that the terms of this costs agreement are fair and reasonable.
6. I will not proceed with any work without your instructions or confirmation that you are satisfied with the terms of the costs agreement, and encourages you to contact our office to discuss any concerns or questions.
7. The terms of this costs agreement will be accepted by you, if you:
8. Continue to instruct us (in writing or orally) to perform the scope of instructions as detailed in our covering email/letter;
9. Or the avoidance of doubt, the type of conduct (other than in writing) that constitutes acceptance of our covering email/letter may include but is not limited to:
10. Written instructions by way of email, facsimile or hard copy correspondence;
11. SMS text message;
12. Verbal instructions by way of telephone or other attendances;
13. Instructions delivered by way of any agent (including retained consultants, staff members or other authorised persons) under your guidance, supervision or direction;
14. Instructions delivered by way of any agent (including retained consultants, staff members or other authorised persons) in your absence, which you later become aware of, and do not take action to withdraw those instructions; and
15. Confirmation of instructions in any way for me to action any matter on your behalf.
16. Failure to accept this offer within seven days may result in the immediate withdrawal of our offer to act for you in relation to this matter.
17. You may accept this offer to enter into the retainer agreement:
18. By writing to me to that effect; or
19. By your conduct in not writing to me immediately in response, notifying me that you do not accept these terms, thus causing me to embark upon the work required to be undertaken under the retainer agreement.

If you have any queries or objections with my offer contained above in this letter, please contact me in writing forthwith.

# Schedule of Fees and Charges

## Commercial Legal Services

|  |  |  |
| --- | --- | --- |
| **Legal****(Retail Shop)** | **Item** | **Per event** |
| Prepare new lease agreement (standard shop) | $1,200 (plus GST) |
| Prepare new lease agreement (standard franchise) | $2,500 (plus GST) |
| Lease extension under option | $800 (plus GST) |
| Default Notice | $800 (plus GST) |
| Termination after default | $800 (plus GST) |
| Negotiation with opposing party re legal dispute | $450 / hr (plus GST) |
| Litigation (see Commercial Litigation below). | -- |
|  |  |  |

## Debt Recovery

|  |  |  |
| --- | --- | --- |
| **Commercial & Body Corporate** | Rate per hour | $450.00 (plus GST) |
| Preparation and filing of Claim and Statement of Claim in accordance with Magistrates Court scale: |
| **Debt Amount** | **Per event:** |
| $751 to $1,500 | $269.00 (plus GST) |
| $1,501 to $2,500 | $352.00 (plus GST) |
| $2,501 to $5,000 | $665.00 (plus GST) |
| $5,001 to $10,000 | $825.00 (plus GST) |
| Over $10,000 | $1,154.00 (plus GST) |
|  |  |  |

## Mediation Services

|  |  |  |
| --- | --- | --- |
| **Mediation** | **Item** | **Per event:** |
| General | $450 / hr (plus GST) |
| Intake with Initiating Party (One hour or part thereof) | $450 (plus GST) |
| Invitation to Responding Party (per invitation) | $112.50 (plus GST) |
| Intake with Responding Party (One hour or part thereof) | $450 (plus GST) |
| Mediation Preparation (Two hours) | $900 (plus GST) |
| Mediation (Minimum of three hours or part thereof) | $1,350 (plus GST) |
| Additional Mediation Time (per hour or part thereof) | $450 (plus GST) |
| Mediation Agreement (One hour) | $450 (plus GST) |
| Amendments to Mediation Agreement (per request) | $450 (plus GST) |
| Section 60I Certificate (per certificate) – family law matters | $225 (plus GST) |
| Draft Consent Orders (Preparation fee) – family law matters  | $2,800 (plus GST) |
| Boardroom Hire (per three-hour period) | $225 (plus GST) |
|  |  |  |

## Commercial Litigation (Common Law & Equitable Remedies)

|  |  |  |
| --- | --- | --- |
| **Court** | **Item** | **Per event:** |
| **Supreme Court** | Trial (Preparation fee & Appearance fee for Day One) | $6,900 (plus GST) |
| Trial (Appearance fee for each additional day) | $5,200 (plus GST) |
| Application (Preparation fee & Appearance fee) | $3,500 (plus GST) |
| Mediation (Preparation fee & Appearance fee for up to 5 hours) | $3,500 (plus GST) |
| Opinion & Advice on Liability, Quantum & Evidence | POA |
| Pleadings | POA |
| **District Court** | Trial (Preparation fee & Appearance fee for Day One) | $5,200 (plus GST) |
| Trial (Appearance fee for each additional day) | $4,600 (plus GST) |
| Application (Preparation fee & Appearance fee) | $2,800 (plus GST) |
| Mediation (Preparation fee & Appearance fee for up to 5 hours) | $2,800 (plus GST) |
| Opinion & Advice on Liability, Quantum & Evidence | POA |
| Pleadings | POA |
|  |  |  |

## Personal Injury Law (Medical Negligence, Motor Accidents & Public Liability)

|  |  |  |
| --- | --- | --- |
| **Court** | **Item** | **Per event:** |
| **Supreme Court** | Trial (Preparation fee & Appearance fee for Day One) | $6,900 (plus GST) |
| Trial (Appearance fee for each additional day) | $5,200 (plus GST) |
| Application (Preparation fee & Appearance fee) | $3,200 (plus GST) |
| Mediation (Preparation fee & Appearance fee for up to 5 hours) | $3,200 (plus GST) |
| Opinion & Advice on Liability, Quantum & Evidence | POA |
| Pleadings | POA |
| **District Court** | Trial (Preparation fee & Appearance fee for Day One) | $5,200 (plus GST) |
| Trial (Appearance fee for each additional day) | $4,600 (plus GST) |
| Application (Preparation fee & Appearance fee) | $2,200 (plus GST) |
| Mediation (Preparation fee & Appearance fee for up to 5 hours) | $2,200 (plus GST) |
| Opinion & Advice on Liability, Quantum & Evidence | POA |
| Pleadings | POA |
|  |  |  |

## Criminal Law (Indictable Offences & Non-Indictable Offences)

|  |  |  |
| --- | --- | --- |
| **Court** | **Item** | **Per event:** |
| **Court of Appeal** | Appeal Against Conviction (Preparation fee & Appearance fee) | $4,800 (plus GST) |
| Appeal Against Sentence (Preparation fee & Appearance fee) | $4,800 (plus GST) |
| **Supreme Court** | Trial (Preparation fee & Appearance fee for Day One) | $6,900 (plus GST) |
| Trial (Appearance fee for each additional day) | $5,200 (plus GST) |
| Section 590AA (Pre-Trial) Hearing (Preparation fee & Appearance fee) | $3,500 (plus GST) |
| Sentence & Breach Proceedings (Preparation fee & Appearance fee) | $3,500 (plus GST) |
| Bail Application (Preparation fee & Appearance fee) | $2,900 (plus GST) |
| **District Court** | Trial (Preparation fee & Appearance fee for Day One) | $5,200 (plus GST) |
| Trial (Appearance fee for each additional day) | $4,600 (plus GST) |
| Application (Preparation fee & Appearance fee) | $2,800 (plus GST) |
| Mediation (Preparation fee & Appearance fee for up to 5 hours) | $2,800 (plus GST) |
| Opinion & Advice on Liability, Quantum & Evidence | POA |
| Pleadings | POA |
| **Magistrates Court** | Committal Hearing (Preparation fee & Appearance fee for Day One) | $2,800 (plus GST) |
| Committal Hearing (Appearance fee for each additional day) | $2,200 (plus GST) |
|  |  |  |

## Family Law (Divorce, Property Division, Child Custody, & Relocation Matters)

|  |  |  |
| --- | --- | --- |
| **Court** | **Item** | **Per event:** |
| **Family Court** | Final Hearing (Preparation fee & Appearance fee for Day One) | $5,200 (plus GST) |
| Final Hearing (Appearance fee for each additional day) | $4,600 (plus GST) |
| Interim Hearing (Preparation fee & Appearance fee) | $2,800 (plus GST) |
| Draft Consent Orders (Preparation fee) | $2,400 (plus GST) |
| Mediation (Preparation fee & Appearance fee for up to 5 hours) | $2,800 (plus GST) |
| **Federal Circuit Court of Australia** | Final Hearing (Preparation fee & Appearance fee for Day One) | $5,200 (plus GST) |
| Final Hearing (Appearance fee for each additional day) | $4,600 (plus GST) |
| Interim Hearing (Preparation fee & Appearance fee) | $2,800 (plus GST) |
| Draft Consent Orders (Preparation fee) | $2,400 (plus GST) |
| Mediation (Preparation fee & Appearance fee for up to 5 hours) | $2,800 (plus GST) |
| **Magistrates Court** | Domestic Violence Order Application (Preparation fee & Appearance fee) | $2,800 (plus GST) |
|  |  |  |

## Outlays\*

|  |  |  |
| --- | --- | --- |
| **Retail Shop** |  |  |
| Background search (new tenant) | $250.00 | Per event |
| Rent-free incentive deed | $400.00 | Per event |
| Registration - DERM | Tenant | n/a |
| Mortgagee consent fee | Tenant | n/a |
| Survey Plan (for new / amended lease) | Tenant | n/a |
| **Photocopying & Scanning** |  |  |
| 1x single sided copy: | $0.49 cents | Per A4 page |
| 1 x double sided / duplex | $0.98 cents | Per A4 page |
| Photocopying – (A3 and other) | $0.98 cents | Per page |
| **Postage** |  |  |
| Postage – DL Envelopes / Reply Paid | Australia Post current charges apply + 30% | Per envelope |
| Courier (Urgent/Standard) | Courier current charges apply+ 30% | Per event |
| Envelopes + label – (DL / DLX / Window) | $0.39 | Per envelope |
| Envelope + label – (C5) | $0.45 | Per envelope |
| Envelopes + label –Plain - (C4) | $0.60 | Per envelope |
| **Stationery** |  |  |
| Ring Binder | $5.00 | Per binder |
| Plastic sheet protectors – A4 | $0.10 | Per sheet |
| Tab & Alpha dividers | $5.00 | Per packet |
| **Government Statutory Fees (where applic.)** | At cost + 30% |

\* Disbursements shall be charged at the above rate (excl. GST) if/where applicable