



1878 Elix Lawyers Pty Limited
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1. Our terms

- 1.1 These terms of engagement ('**Terms**') apply to any person ('**You**') engaging 1878 Elix Lawyers Pty Limited ('**1878**') to provide legal services.
- 1.2 These Terms must be read with and subject to any letter(s) from 1878 to You ('**Our Letter**') that refers to these Terms. Our letter(s) and these Terms set out the basis upon which 1878 has agreed to act for You in this and any subsequent legal matter.
- 1.3 The work that we have agreed to perform for You is set out in Our Letter(s). You may accept these Terms in writing, including by email, or by instructing 1878 to carry out work on Your behalf.
- 1.4 You acknowledge that 1878 will rely on the information provided by You. You agree to provide information, instructions and documents in a timely manner.

2. Our fees and disbursements

- 2.1 1878 may charge You for professional fees and disbursements. You agree to reimburse us for any external disbursements incurred on Your behalf.
- 2.2 1878 may, where possible, agree the amount of our fees with You prior to commencing work on Your legal matter ('**Our Fixed Fee Arrangement**'). If during the conduct of Your legal matter 1878 becomes aware that more work is required than originally agreed, 1878 will seek Your instructions about performing that further legal work.
- 2.3 If Our Fixed Fee Arrangement is not agreed, or You instruct us to perform further legal work in accordance with paragraph 2.2 then You agree to pay for legal services at the hourly rates set out in Our Letter divided into 6 minute units (plus GST). For example, at a rate of \$330 per hour, \$33 accrues for every 6 minutes of time, or part thereof.
- 2.4 The hourly rates charged by 1878 are greater than the rates set out in the Supreme Court Scale. There are other law firms in South Australia that will charge a lower rate or that will charge according to the Supreme Court Scale.
- 2.5 Our hourly rates are reviewed and may be increased on the first day of each financial year. 1878 shall give you prior notice of any increase in the hourly rates applicable to Your legal matter. If You disagree with a notice of a increase in the hourly rates You agree to notify 1878 within seven days of receiving that notice.
- 2.6 1878 will not charge for in house expenses such as the cost of telephone calls, sending or receiving facsimiles transmissions, or incidental photocopying or scanning expenses except where these expenses can be recovered from another party in a litigious matter. You agree to pay expenses incurred by us in acting for you and fees for services provided to us by third parties on your behalf.
- 2.7 1878 will send You a tax invoice periodically (usually each month) even if the legal services are not complete.
- 2.8 Tax invoices issued to You by 1878 are payable within 14 days. If You do not pay a tax invoice by the due date You agree to pay interest at the rate of 10% per annum on any outstanding amount together with the reasonable costs and disbursements of recovering the

outstanding amounts. Interest accrues daily and will be capitalised to the amount outstanding on the last day of each month.

2.9 1878 may request that You deposit monies into 1878's trust account to cover anticipated fees or disbursements. You irrevocably authorise 1878 to apply monies paid into trust against any tax invoice given to You and not paid or disputed within two business days.

2.10 If You disagree with any items included in a tax invoice issued by 1878, You agree to notify 1878 within seven days. If You notify 1878 that you disagree with an item in a tax invoice 1878 undertakes to discuss Your concern and negotiate a resolution in good faith.

2.11 If You disagree with items in 1878's tax invoice or these Terms You may raise the dispute with 1878, apply for adjudication of costs under part 7 of the *Legal Practitioners Act 1981*, apply to have the costs agreement set aside under clause 30 of the Act or, if you believe there has been overcharging, make a complaint to the Commissioner.

3. **Ceasing to act**

1878 may cease to act for You at any time. 1878 shall not cease to act for You without good reason and without reasonable notice.

4. **Your file**

4.1 You agree that 1878's file in relation to Your legal matter remains 1878's property.

4.2 1878 is entitled, and shall enforce, a lien over Your file for any tax invoice, or part of, that remains unpaid.

4.3 1878 may archive Your file electronically when your legal matter is complete.

4.4 If at any time after Your file is archived You ask for documents from Your file you agree to pay the reasonable costs of recovering Your file.

4.5 1878 may destroy Your physical file once an electronic copy of the physical has been made. 1878 may destroy the electronic copy of Your file seven years after You pay the final tax invoice.

5. **Personal information**

5.1 Personal information about You or provided by You or by other sources, is protected under the *Privacy Act 1988* (Cth).

5.2 Disclosure of such personal information may be compelled by law.

5.3 You authorise 1878 to disclose personal information to third parties where it is necessary to provide You with legal services in connection with Your legal matter. The third parties 1878 may disclose personal information to include the court and other parties related to Your legal matter.

6. **GST**

Any tax liability incurred, or payable pursuant to *A New Tax System (Goods and Services Tax) Act 1999* (Cth) in respect of Your legal matter will be itemised in any tax invoice delivered to and paid by You.

7. **Limited liability**

1878's liability is limited by a scheme approved under the professional standards legislation.

8. **Copyright**

1878 owns the copyright in all documents drafted by 1878. You have the right to use those documents only for the purpose(s) for which they are supplied.

9. **Jurisdiction**

This agreement is subject to the laws of South Australia.