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| **Welcome** | **LEGAL SERVICES AGREEMENT**  Thank you for entrusting your legal work to us. | |
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| **Parties**  **1.**  **2.** | Between    **<CLIENT NAME>**  of **<CLIENT ADDRESS>**  (“client")  **Ellison-Whyte Law Pty Ltd**,  of **53A Fig St, Dromana VIC 3936**  (the "firm"). | |
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| **Retainer** | The client retains the firm to act on the client's behalf in relation to the client's legal matter, upon the terms and conditions set out below. | |
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| **TERMS AND CONDITIONS** | This Legal Services Agreement relates to work done on and after the day of **<DATE>**. | |
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| **Professional Fees and Charges** | * The client agrees to pay the firms professional fees and disbursements calculated in accordance with the terms and conditions set out below. The client acknowledges that the rates set out below may be increased from time to time. The increase in rates will be reflected in accounts rendered or statements sent to you. | |
|  | * The client acknowledges that units of time shall be charged for time spent on or incidental to work requiring the skill of a solicitor or employee of the firm, for example (but not limited to) conferring, receiving instructions, advising, travelling to and from the office, negotiating, representing you in a collaborative matter or mediation, attending court, waiting time at court, appearing in court, telephone calls, drafting and settling documents and letters, reading documents and research. Units of time will be billed in multiples of one tenth of an hour and the client agrees that the minimum of one tenth of an hour shall be billed for each action carried out. | |
|  | * Work done by secretaries of a clerical rather than secretarial nature (for example, telephone calls other than for the purpose of making appointments or arranging conferences, drafting short letters, organising title searches, arranging service of documents) will be charged at the administrative rate. Secretarial work (for example, typing and calls to make appointments) will not be charged. | |
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| **Current rates** | * Time spent by **Sukanya Ellison-Whyte,** **Principal Solicitor** at a rate of $**300** per hour ($**30** per 6 minute unit), being **$330 inclusive** of GST. | |
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|  | The client acknowledges that the client's matter will be dealt with primarily by the solicitor with whom the initial discussion was held, or other solicitors. From time to time it will be appropriate for another solicitor or employee in the firm to do some of the work associated with the client's matter and the client agrees that when this occurs the appropriate rate for that solicitor or employee, as detailed herein will apply. | |
|  | * The firm requests and the client agrees to pay the sum of **<AMOUNT>** as an initial payment intended to place the firm in funds so that work can be commenced by the firm. | |
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|  | * Unless there are sufficient funds for that purpose already held in the firm's trust account, the client will pay to the firm upon request by the firm: | |
|  | * all out of pocket expenses (disbursements) which the firm has incurred in properly representing the client (eg but not limited to barrister’s fees, Court fees, and other incidental expenses incurred with client’s instructions); | |
|  | any disbursements which the firm reasonably anticipates that it will incur in properly representing the client, and where the firm has made such a request it shall not be obliged to pay any such disbursement on behalf of the client unless and until the client has complied with that request; | |
| Allocation of Work |  | |
| Prepayment | The firm is authorised to retain counsel to appear, advise and/or draw and/or settle documents provided that the client shall be responsible for the payment of counsel's fees so incurred and such fees are a disbursement under this Legal Services Agreement. | |
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| Payment of Disbursements | The firm is authorised as agent for the client to retain expert witnesses (eg psychologists, medical practitioners, accountants, valuers) to advise, report, confer and/or appear at Court provided that, except in circumstances of urgency or where it is otherwise impracticable, the firm shall discuss with and take into account the client's wishes when retaining expert witnesses. | |
|  | * The client shall pay all expert witnesses fees which are billed to the firm. | |
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|  | The firm is authorised as agent for the client to retain an agent if necessary provided that except in circumstances of urgency or if it is otherwise impracticable, the firms shall discuss with and take into account the client's wishes when so engaging an agent. | |
| **Briefing Counsel** | The client shall pay all agent fees which are billed to the firm. | |
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| Retaining Expert Witnesses | * The amount set out in each item of these terms and conditions may be increased after the date of the Legal Services Agreement in accordance with rates set out in statements or accounts rendered by the firm from time to time. | |
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|  | If GST is payable, the GST will be added to the price attributable to any supply or disbursement and the client agrees to pay GST, including GST components of disbursement accounts, eg counsel’s fees. | |
| Retaining Agents |  | |
|  | The firm's policy is to send the client accounts on a regular basis during the conduct of the matter. The client must pay such accounts within **30** days of the date of the account (the "due date") or at such other times as may be agreed. | |
|  | This clause applies unless in exceptional circumstances the firm has agreed in writing to accept instructions in the matter with fees payable at the conclusion of the matter. | |
| Variation of Costs and GST |  | |
|  | We realise that in some circumstances clients may not be in a financial position to pay our accounts. The firm may agree (such agreement must be in writing) at any stage of the client's matter that the account may be paid at some time in the future including: | |
|  | * when settlement funds have been received, | |
|  | In that case there shall be no immediate obligation to pay our account in relation to professional fees until the date agreed or the end of the client's matter. | |
| **Accounts** | However, disbursements must be paid upon request by the firm. | |
|  | As advised, the firm may require security from the client for any professional fees and disbursements arising from and/or relating to work carried out by the firm for or on behalf of the client and the client agrees to provide such security. | |
|  | Deferred payment will only be available in exceptional circumstances. | |
| **Deferred Payment** | The firm's policy is to send the client statements of accounts setting out the value of legal services rendered and disbursements incurred on a regular basis during the conduct of the matter. In regard to deferred payment or in relation to any account outstanding, settlement funds due to you are to be paid to our office and our outstanding accounts are to be deducted before payment of the balance to you. If there is a shortfall, any amount still owing is to be paid within **7** days of part payment.  Interest will accrue on all accounts rendered from the date of the accounts at the rate prescribed by the Family Law Rules. | |
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|  | The firm shall carry out the work required with professional skill and diligence. | |
|  | The firm shall as far as practicable keep the client fully informed of the progress of the matter. | |
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|  | The client may terminate this Legal Services Agreement and withdraw his/her instructions at any time and for any reason. | |
|  | If the client terminates this Legal Services Agreement any fees owing to the firm shall become immediately due and payable. | |
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| **Firm's Duties** | * Without limiting the circumstances in which the firm is otherwise by law entitled to cease to act for the client, if: | |
|  | * the client unreasonably refuses to act in accordance with the firm's advice; | |
|  | an amount in excess of **<NUMBER>** in respect of an account (including an interim account) is outstanding to the firm for more than 30 days; | |
| **Termination of Agreement by Client** | * the client does not within **7** days comply with a request to pay a disbursement or an advance under this Legal Services Agreement, | |
|  | * then: | |
|  | the firm will not be obliged to take any further steps in the conduct of the matter; | |
| **Ceasing to Act** | the firm will be entitled to cease to act for the client and to file a Notice of Ceasing to Act; | |
|  | * if the firm continues to act for the client or takes any further step on behalf of the client, it does so without affecting its rights under this clause; | |
|  | * notwithstanding any agreement to the contrary, any fees owing to the firm shall become immediately due and payable. | |
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|  | The client authorises the firm: | |
|  | * to receive on the client's behalf any money due to the client in the course of the conduct of the file; | |
|  | * to deduct from any such moneys as may be received by the firm and to transfer to the firm's own account such amount or amounts as are necessary to pay the firm's costs and disbursements in accordance with this Legal Services Agreement. | |
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|  | Without affecting any lien to which the firm is otherwise entitled at law over funds, papers and other property of the client in the firm's possession: | |
| **Authority to Receive and Deduct** | the firm will be entitled to retain by way of lien any funds, property or papers of the client which are from time to time in its possession or under its control until all costs, disbursements and interest due to the firm have been paid; | |
| * the firm's lien will continue notwithstanding that the firm ceases to act for the client in accordance with this Legal Services Agreement. | |
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|  | If in the proceedings to which this Legal Services Agreement relates an order is made requiring another party to the proceedings to pay the client's costs (or any part thereof) of the proceedings, that order shall not affect the client's obligation to pay the firm's accounts as rendered to the client in accordance with this Legal Services Agreement. | |
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| **Lien** | Even though interim accounts may be rendered from time to time, this Legal Services Agreement will continue in force unless and until terminated in accordance with its provisions. | |
|  | * This Legal Services Agreement will be binding upon the heirs, executors, administrators and assigns of each party. | |
|  | * If this Legal Services Agreement is entered into by two or more persons or entities, each person or entity shall be and remain jointly and severally liable for the full amount of all outstanding costs, disbursements and interest due to the firm.      * By signing this Legal Services Agreement you authorise our firm to pay from the funds held in your trust account from time to time on your behalf all professional costs, statutory duties and charges, and other proper outlays of and incidental to those matters in which we are engaged on your behalf. * By signing this Legal Services Agreement you authorise our firm to forward tax invoices to you via your email address as provided to us. | |
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| **Order for Costs in the Proceedings** | The client acknowledges and confirms by signing this Legal Services Agreement that:   1. the client has been advised that independent legal advice as to the legal and practical nature and effect of this Legal Services Agreement and as to whether or not it is in the interests of the client to enter into it is available to the client from other solicitors, and that it is in the interests of the client to obtain such advice before entering into this Legal Services Agreement; 2. the client acknowledges that the firm has the right to request security for costs and disbursements billed and remaining outstanding or if the firm acts on a deferred payment basis and that he/she will comply with such requests and sign all documents and do all things necessary for such security to be registered over any property nominated by the firm and in which the client has legal title. The client hereby provides an authority to the firm to register such security over any property so nominated; 3. the client understands that should the firm provide an estimation of costs, that such costs are an estimate only and that the firm will not be bound by such estimation; 4. the firm will, on completion of your matter, return to you any personal papers. If documentation on your file is not returned, the firm will retain such documentation for a period of 7 years (except documents deposited in safe custody). The client hereby authorises the destruction of such documents after the expiration of the 7 year period;   the firm may be obliged to disclose to the Court and other parties the contents of this Legal Services Agreement and the source of the funds used to pay the client's costs. | |
|  | **SIGNED** by **<CLIENT NAME>**  after having read and accepted the above: | |
| **Continuation of Agreement** | * Signature of | |
|  | * Dated the day of 2020 | |
| **Trust Account Authority**  **Invoices Via Email** |  | |
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| **ACKNOWLEDGMENT** |  | |
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| **CERTIFICATE OF WITNESS** | I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Witness Name) | |
|  | **CERTIFY:**  that **<CLIENT NAME>**   * signed this Legal Services Agreement in my presence and that he/she informed me that he/she understood the terms of this Legal Services Agreement and he/she signed this Legal Services Agreement of his/her own free will; * that my signature appears below as a witness to the signature of | |
|  | **SIGNED** by witness: |  |
|  | Signature of witness |  |
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|  | **SIGNED** on behalf of the firm by |  |
|  | Signature of |  |
|  | Dated the day of 2020 |  |

Disclaimer: This document is a template Legal Services Agreement provided by The Law App Online. The document is for the use of the qualified lawyers who use the marketplace. The document is not intended to be an exhaustive and complete Legal Services Agreement. Lawyers wishing to use this template should consult with the relevant laws, legislation, rules and/or codes regulating such agreements in their local jurisdiction. The Law App Online does not warrant, propose or in any way guarantee that this document is a complete and binding document between any lawyer and any person or client.