**CLIENT SERVICES AGREEMENT**

**BETWEEN Valiant Lawyers Pty Ltd** (Us, we, our, the Firm)

**AND** CLIENT DETAILS

1. Scope of Work
2. This Client Services Agreement (CSA) is to represent you with respect to [insert charge/immigration details].
3. Upon acceptance by you of this CSA the work to be undertaken will be to represent you in accordance with coverage as detailed in item 2.
4. Fees will be charged on completion of tasks and/or at the end of each month.
5. If any provision of this CSA is deemed to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement.
6. Coverage
7. In accordance with the terms of this CSA the work to be undertaken will be within the scope of:

|  |  |
| --- | --- |
| Criminal Law & Traffic Offences | Representing you with respect to your charge/s naming you as the defendant. Review initial alleged facts by police i.e. the QP9 and providing our advice with respect to the same.Appearing in, or arranging for someone on our behalf to, appear in Court. Unless you provide instructions **not to.** Negotiating with the police/prosecutor/crown with respect to your charges. Attended at interviews and/or providing advice with respect to the interview process.Instructing Barrister/s if required and if that is within your instructions to us. Review evidence, require and enforce disclosure requirements, and provide advice on case prospects. Advocate for you at trial, including instructing counsel if applicable. If applicable, represent you at a sentence hearing on a plea of guilty.  |
| Domestic Violence Defence | Representation with respect to Applications and/or breach proceedings naming you as the respondent/defendant.Review initial alleged facts by the applicant/police. Prepare, or assist with preparation, of the Protection Order application if you are the applicant or wish to make a cross-application. Negotiate with the Applicant/Respondent/Police/Crown with respect to the protection order, protection order application, or breach charges.Attendance at interviews, and/or providing advice with respect to the interview process. Review evidence, require and enforce disclosure requirements, and provide advice on case prospects. Advocate for you at trial, including instructing counsel if applicable.Instructing Barrister/s if required and if that is within your instructions to us. If applicable, provide advice to negotiate and consent to a Domestic Violence Protection Order or to plead guilty to breach offences. If applicable, represent you at proceedings to finalise orders and/or sentence hearings on a plea of guilty.  |
| Drink Drug Driving Offences and Restricted Licence Applications | Representing you with respect to your drink or drug driving traffic offences naming you as the defendant. Review of initial facts alleged by police i.e. the QP9.Advise on eligibility and prospects of success with respect to restricted licence applications. Prepare, or assist with preparation of, applicable restricted licence application including supporting affidavit/s.Review evidence, require and enforce disclosure requirements, and provide advice on case prospects.Represent you at a sentence, and application, hearing on a plea of guilty.  |
| Migration Legal Advice | Legal Advice with respect to your immigration status as it directly relates to your criminal law, traffic offence, or DV proceedings. Prepare, or assist with preparation of, any applicable visa that is necessary and/or required directly with respect to your criminal law, traffic offence, or DV proceedings.Legal Advice and assistance with respect to any visa cancellation and/or immigration detention if it is directly related to your criminal law, traffic offence, or DV proceedings. |

1. Being charged with a criminal or traffic offence may also carry with it other legal risks or consequences. We will not be considered retained as your legal representation, and you may need to seek further legal advice, with respect to such matters:
	* 1. Personal injury.
		2. Workers compensation.
		3. Employment law.
		4. Security Licences (including aviation security licence).
		5. Blue card (working with children).
		6. Taxation advice.
		7. Family Law.
		8. Anything else which is not included in the above table at 2(a).

We strongly urge you to see a legal representative who practices in this area immediately so that you do not lose any rights you may have. Strict time limits often apply, and any delay by you in acting may mean you prejudice your legal rights and interests.

1. Fees
2. Our firm charges in a variety of ways which may include fixed fee, time-fee based, or a mixture of both. As far as possible we will try to provide you with an estimate of what you can expect to be charged for the work we will perform.
3. The below fee estimate is based on the information available to us at the time of providing you with this CSA and therefore may change as more information becomes available. Major factors which could change this estimate could be changes to your instructions, changes to in scope and complexity of work to carry out your instructions, and/or other unforeseen circumstances.
4. Our fees to represent you within the above scope is estimated to be:
	* 1. $2,000.00 on a plea of guilty.
		2. $1,500.00 to prepare for and represent you on a work licence application in the Magistrates Court.
		3. $2,000.00 for a bail application in the Magistrates Court, plus preparation which is charged at our usually hourly rate.
		4. $1,500.00 per day of trial (this includes committal and directions hearings) in the Magistrates Court, including preparation.
		5. If additional mentions for adjournments are required there will be a fee of $200.00 per adjournment.
		6. In all other circumstances, work will be charged on a time-fee basis at $300.00 per hour. Time spent is recorded in 6-minute units, rounded up to the nearest 6 minutes.
5. These fees are GST exclusive.
6. We may review our hourly rates from time to time and increase them depending upon market conditions and other factors. We will provide you with a reasonable notice of any fee increase and will not increase our fees more than once in any 12-month period. Any increase will apply from the date you are notified. If you advise that the fee increase is unacceptable, you or we may terminate this CSA. If you do not notify us, within 24-hours of notification, that you the fee increase is unacceptable you will be deemed to have accepted.
7. Offer and acceptance of CSA
8. This document is an offer to enter into an agreement with you regarding the legal services to be provided to you. No other work outside of this will be conducted even if it is in your best interests to do so, unless you first provide clear instructions and us agreeing to undertake the work.
9. You will be taken to have agreed to this CSA if you:
	* 1. signing and returning a copy of this document; or
		2. giving us instructions after receiving this document; or
		3. contacting us and advising of your acceptance; and
		4. Deposit funds into our Trust Account.
10. Legal fees – your rights
11. Please also see attached a **Form** 1 that we are obliged to disclose to you. In accordance with that notice pursuant to the *Legal Profession Act 2007* (s308(5)) you have been told of the following rights:
	* 1. Negotiate the client services agreement (CSA) with us;
		2. Receive a bill from us;
		3. Request an itemised bill after you receive any lump sum bill from us;
		4. Request written reports about the progress of your matter, which we are entitled to charge you for;
		5. Request written reports about the costs incurred in your matter, which we are not entitled to charge you for;
		6. Apply for our costs to be assessed within 12 months of the account being received or the costs being paid if no bill is received or requested, or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay, except sophisticated clients as defined in the Act;
		7. Apply for the CSA to be set aside within 6 years or other times as the law permits, on the grounds it is not fair or reasonable;
		8. Accept or reject any offer we make for an interstate costs law to apply to your matter;
		9. Notify us that you require an interstate costs law to apply to your matter.
		10. Be notified of any substantial change in the matters disclosed in this notice; and
		11. Seek independent legal advice with regards to this CSA.
12. The law of Queensland will apply to the CSA. You have the right to enter into a CSA with us on the basis that a corresponding law of another state or territory is applicable if our services will be provided completely or primarily in that state or territory, or where the matter has a substantial connection with that other state or territory. You also have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
13. Expenses and disbursements
14. In addition to our fees, you agree to pay all other expenses and disbursements properly incurred by us, as set out in the disclosure notice. We shall not be obliged to pay any disbursements and outlays or incur any liability to pay any disbursements and outlays.
15. Examples of this will be Barristers Fees (if we instruct one for you outside the criminal law scope of work, if you instruct us to do so), order transcripts, paying for filing, postage, photocopying, travel expenses. These disbursements and outlays will be charged to you on a cost basis. These Disbursements will be settled automatically from your Trust Funds if funds are held in trust.
16. Using electronic signature service will incur a fee of $6.95.
17. In all other cases, unless there are sufficient funds held in your Trust Ledger for that purpose, you shall pay this to the Firm upon request of all out of pocket expenses “disbursement and outlays” which this firm:
	* 1. Has incurred; and/or
		2. Reasonably intends to incur.

In properly representing you.

1. Accounts
2. All accounts given by this firm to you will clearly set out each and every item of work done on your matter and the amounts charged by way of fees or costs for each item, and the amount of each disbursement and outlays made by this firm on your behalf.
3. Accounts will be given at the end of every month, or on completion of specific tasks. You will be required to pay the invoice in full within 7 days unless we hold the funds in trust in which case you authorise us to pay ourselves from the funds held in trust.
4. For the purposes of this CSA you will be deemed to have received our account if it is:
	* 1. Given to you or to your agent personally on that day; or
		2. Sent to you by email.
5. The Firm may provide you with a wide range of options for paying our accounts or depositing funds into trust. The Firm accepts payment by any of the following:
	* 1. Credit card;
		2. Electronic funds transfer (EFT);
		3. Cash
		4. Cheque – personal or bank cheque;
		5. Money order or bank draft.

subject to your compliance with the terms of any such separate agreement.

1. Our bills are payable within 7 days of receipt, and thereafter we may charge you interest on the outstanding balance. The rate of interest applicable to any unpaid account will be the rate prescribed under section 59(3) of the Civil Proceedings Act 2011 as at the date of the bill, compounding monthly, until payment is received in full.
2. If you fail to pay our invoices in full by the due date, we may refuse to do any further work on your matter and terminate the retainer agreement with you. Further, we reserve our rights to engage a third-party specialist debt recovery agency to recover the full amount. You may be liable for any fees associated with this.
3. You acknowledge that there are firms that will charge less than our firm. You accept that our fees are more than the Supreme Court Schedule of Fees. You further acknowledge that the Firm will do all it can to achieve the best possible outcome, working diligently and professionally. However, there are no guarantees of the outcome in your matter.
4. We may ask you for an advance payment on account of future fees and outlays to be incurred in the matter. If accounts are not paid by the due date, we reserve the right to terminate our retainer with you and refuse to do any further work on your matter until all outstanding invoices are paid in full. We also reserve the rights to engage a specialist debt recovery agency to collect the balance of our fees.
5. Where we hold money in our trust account on your behalf, you authorise us to withdraw and apply that money to pay our costs and expenses stated in an invoice and any accrued interest, in respect of this matter or any other matter where we act for you and costs and expenses are so owing.
6. We can retain your money, property and documents until all money due to us has been paid, including after this agreement terminates, to the extent permitted by law. This right is called a ‘solicitor’s lien’ and survives any bankruptcy or liquidation.
7. Conflicts of interest
8. Upon opening each new file, we undertake internal searches to determine whether we may have a conflict of interest, that is, to determine whether we have acted or are currently acting for the other party to your matter.
9. If we discover a conflict, we may need to terminate this agreement in accordance with the terms herein.
10. You agree that we need not disclose to you any information that we acquire in the course of acting for our other clients, including information contained in conflict searches conducted on behalf of those clients.
11. Engagement of another law practice
12. We will inform you and, where practical, take into account your wishes if we need to engage another law practice to provide specialist advice or services, for example a barrister, expert witness, or agent.
13. Invoices issued by such third parties to us will be disbursements on your matter and you will be liable to pay all such disbursements.
14. When the barrister, expert, or agent provides us with fee disclosures or the basis of fee calculation, we will pass this information on to you. If we become liable to pay interest on any third party’s fees because of any delay on your part, we will pass that charge on to you.
15. Termination of this agreement
16. You may terminate this agreement at any time and for any reason by giving us written notice. You may be invoiced for any work conducted on your matter, to the time of handing over the file, outside the scope of this CSA including the cost of opening and managing a file, as well as conferencing with you.
17. The Firm can terminate this CSA in circumstances where you fail to provide instructions, or fail to deposit sufficient funds into trust to cover your retainer, or are otherwise are in breach of this CSA.
18. A breach will occur where you place this firm in a position of ethical compromise or disregard our legal advice, fail to remain in contact, or respond to our correspondence. This does not limit circumstances in which we can terminate this agreement for your failure to act in accordance with our legal advice.
19. Further, we may terminate this agreement by giving you written notice for just cause or if you:
	* 1. do not provide us with adequate instructions within a reasonable time.
		2. Fail to accept advice the Firm gives you.
		3. Request the Firm to act unlawfully or unethically.
		4. breach this agreement.
		5. instruct us to act unlawfully or unethically.
		6. Give instructions that are deliberately false or misleading.
		7. Act in a manner which makes it difficult for the Firm to have a reasonable lawyer/client relationship with you.
		8. Are abusive or aggressive towards any member of the Firm.
		9. Fail to accept an offer of settlement which our firm thinks is reasonable.
		10. Engage another law practice to advise you on this matter without our consent.
		11. fail to co-operate fully in the conduct of your matter.
		12. indicate that you have lost confidence in us.
		13. fail to pay any bills or to provide money to be paid into trust as required under this agreement in relation to this matter or any other matters we are conducting on your behalf.
		14. lose legal capacity to instruct us.
		15. Other just cause on reasonable notice (48 hours).
20. We will give you written notice of our intention to terminate this agreement.
21. Upon termination of this CSA for any reason we are entitled to a solicitor’s lien, described above, on all documents and trust money where there is money owing to us after the CSA is terminated.
22. Your documents
23. Not all documents on our file will belong to you, including file notes, working papers, accounts or internal emails, which will belong to us. On completion of your work, or following termination of our services by either party, we will return all of your original documents, in their same format as provided to our firm, to you with our completion letter either in person or by ordinary post. We recommend you retain these documents for 7 years.
24. Where permitted by law, we may elect to hold some or all your clients documents solely in electronic form. We will keep your client documents relating to the legal work we perform for you, for 2 years after the engagement has ended or has been terminated. After this time, we may destroy them without contacting you again.
25. Unless you specifically request otherwise, any paper-based exhibits used in Court or at a Tribunal will be scanned and stored electronically and the originals will be destroyed.
26. If you do not advise us to return your brief, or you are in custody, the Firm is authorised to reduce any file material to an electronic file and destroy any other material that it would otherwise have been authorised to retain.
27. Any documents that we hold in electronic form will be stored in Cloud based services including, but not limited to, Microsoft Premium Business and Leap Legal Software. The Firm will retain records in that Software in addition to documents related to your matter. You will not be given a copy unless you request items.
28. At the conclusion of your work, or following termination or our services by either party, you may request your client documents from us. If you do make such a request, they will be provided to you within a reasonable timeframe. This will end our obligation to keep your client documents.
29. You will be invoiced for the reproduction of any material.
30. You agree that we may also retain copies of your client documents, for our own regulatory, insurance and other reasonable internal purposes.
31. Where your client documents are held by us in electronic form, only electronic copies of them will be provided to you. Those copies will be provided in a reasonable electronic format, usually the same format in which we hold them.
32. No software or equipment will be provided to you to enable you to view or access your electronic client documents. Electronic documents may be provided to you solely in ‘read only’ format, unless it was part of our engagement that they be provided in a form which permits editing or modification by you. While we take reasonable measures against malware, viruses, or other harmful code, to the extent the law permits, no warranty is given that the electronic documents will be free from these. We recommend that you use a reputable security program at all time.
33. We may choose to make your electronic documents available to you for a limited time via a file sharing platform so that you can download them, if we consider this to be reasonable. While this would be at no charge to you, please be aware that you may incur data charges associated with the download for which we will not be liable. We accept no liability for any loss you may suffer as a result of your use of that service.
34. Trust account authority

In accordance with the requirements of section 249(1)(b) of the Legal Profession Act 2007, you authorise Valiant Lawyers Pty Ltd to transfer from our trust account to our general account or to any other trust account, held on your behalf, any money relating to professional fees, statutory charges, and other outlays incurred on your behalf in relation to the file the subject of this CSA, or any other matter where Valiant Lawyers Pty Ltd act on your behalf.

You authorise this transfer to occur immediately after we provide you with a copy of the invoice.

1. Complaints
2. Please raise any concern or problem with the lawyer handing your matter. If your concern is not resolved at that level, you should as to speak to someone else to discuss your complaint. Your details will then be passed onto a third party to discuss your complaint.
3. If you feel your concern or problem has still not been resolved, you may obtain assistance from the Queensland Law Society on (07) 3842 5888.
4. Correspondence
5. You agree, to the extent permitted by law, to receive all correspondence via email and/or SMS.
6. You agree, to the extent permitted by law, to receive all invoices and accounts via email and/or SMS.
7. All emails, SMS, and/or postal correspondence, as the case may be, will be sent to the address/es or mobile phone number that you provided to us at the commencement of this retainer. Unless we are advised otherwise.
8. Acknowledgment and authority

I acknowledge and provide the following authority to:

1. I have received, read and understood the disclosure notice provided by Valiant Lawyers to me.
2. I have received, read, understood, and agree to be bound by the terms of this client services agreement.
3. I agree to receive all invoices electronically via email to my nominated email address which has previously been provided to the firm.
4. Valiant Lawyers Pty Ltd may deduct funds from their trust account, with respect to this matter, and apply it to any and all of my outstanding invoices immediately as they fall due without waiting 7 days.
5. I direct any refund of trust monies to be paid by way of electronic funds transfer into the following account:

Account Name:

BSB:

Account Number:

1. I authorise and direct Valiant Lawyers Pty Ltd to discuss my matter with, and disclose confidential information to, (if left blank Valiant Lawyers Pty Ltd holds no such authority).
2. Acceptance and agreement

I, Client name have read, understood and accept the above terms and the terms contained in below:

\*\*Missing Field\*\* \*\*Missing Field\*\*

Date: #s2e-AccusedA1-DateSigned

Signed by Jenna du Preez, Director, on behalf of Valiant Lawyer Pty Ltd.

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