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**KaiLegal**

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**Confidential**

Dear Sir/Madam

## Appointment letter – Our Legal Services

Thank you for involving Kai Legal in this matter. As part of engaging our firm, we are required by law to provide you with information about our legal costs. This letter:

- is a disclosure statement under Division 3 of Part 3.4 of the *Legal Profession Act 2004* (Vic) (the **Act**);
- is an offer to negotiate and enter into a costs agreement with Kai Legal under section 3.4.26 of the Act; and
- sets out our understanding of what our role will be and what will happen next.

You may accept this costs agreement and disclosure statement either by returning to us a signed copy of this document, or by continuing to give us instructions in this matter.

### 1 Our Role

Kai Legal will be acting for [\*] in this matter.

The work we are to do is [\*]. The scope of the work may expand beyond this at your request but the estimate of total legal costs given below assumes it will not.

### 2 Our Legal Fees

We provide fixed cost quotes when we can realistically scope the extent of the matter at the outset.

[If fixed quote possible: For your matter, our legal fees will be \$[\*] (plus \$[\*] GST if applicable). This amount contains our legal fees only: it does not include disbursements such government fees and postage. The next section of this letter covers our disbursements.]

[If fixed quote not possible: However, as discussed with you, it is not reasonably practicable to set a fixed quote for legal costs for your matter, because [\*]. We estimate the likely amount of our legal fees will be [\*] (plus \$[\*] GST if applicable).]

This is only a range of estimates and is not binding on us. It is not a fixed quote. The actual fees and disbursements will vary depending on the circumstances, such as the promptness and reasonableness of other parties, and the length and complexity of the relevant

documentation. We will promptly provide you with an update if we are likely to exceed the estimated cost.

We use hourly rates as a general guide to determining the appropriate charge. The lawyers primarily responsible for your matter are Kai Fu and Lucy Dong, each of whom have hourly rates of \$250/hour (plus \$25 GST if applicable). At times, it may be appropriate to delegate some of your work to other legal, paralegal or clerical staff.

Should you request it, we can provide you with ongoing updates of our legal costs and unbilled work in progress.]

If you have any questions regarding our legal costs, please contact Lucy Dong on +61 3 9041 7733.

### **3 Disbursements**

In providing legal services to you, it may also be necessary to incur other fees, expenses and charges including governmental filing or stamping fees, property or company search fees, stamp duty, postage or courier fees. These are referred to as disbursements.

We will charge you at cost for any disbursements we incur on your behalf. You must pay reasonable disbursements including GST incurred by this law practice on your behalf in accordance with our bills.

We may also request that you provide us with payment before Kai Legal incurs a disbursement on your behalf.

If there are disbursements to be incurred that are unusual (for example briefing a barrister), we will seek your instructions before incurring the expense.

In this matter, we are likely to incur disbursements of between \$[\*] and \$[\*], in respect of [\*]. This is an estimate only and is not binding on us.

### **4 Bills and interest**

You have a right to receive a bill. For matters with fees below \$750 and which are resolved in under six months, we usually issue a bill at the end of the matter. For other matters, we issue bills at suitable breaks in the matter, and at the end of the matter. You may request an itemised bill within 30 days after receipt of a lump sum bill.

Our invoices are payable within 21 days of the invoice date.

If a bill remains unpaid 30 days after you receive it, we may charge you interest at a rate not exceeding 5%. We may also be entitled to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our bill is paid.

### **5 Your right to progress reports**

You have a right to request a written report of the progress of this matter and/or a written report of the legal costs incurred to date or since our last bill (if any). Should a report of the matter progress require significant time, we may charge a small fee for the report.

### **6 Disputing our Legal Costs**

Should you wish to dispute any of our legal costs, we encourage you to speak to us first. You also have the following statutory rights:

- (a) Within 12 months after a bill is given to you, we request payment, or (if neither a bill was given nor a request was made) our costs are paid, you may apply to the Taxing Master under Division 7 of Part 3.4 of the Act for a review of our costs. An application made after the 12 month period may be dealt with only if the Supreme Court determines that it is just and fair for the Taxing Master to do so.
- (b) You may also apply to the Victorian Civil and Administrative Tribunal to set aside this cost agreement under section 3.4.32 of the Act.
- (c) You may be able to make a complaint to the Legal Services Commissioner under Chapter 4 of the Act within 60 days after the costs were payable or within 30 days after we comply with a request for an itemised bill. The Commissioner may accept a complaint up to four months outside these time limits if satisfied there was reasonable cause for the delay and proceedings have not started for recovery or review of the costs.

You can find out more about your rights in relation to legal costs on the Victorian Legal Commissioner's website at <http://www.lsc.vic.gov.au/forms-and-publications/fact-sheets/>.

## **7 Engagement of another lawyer or law practice**

In providing legal services for you, it may be necessary to engage another law practice (including barristers) to provide specialist advice or services.

We will consult you about the terms of these engagements before incurring the expense. We will provide you with a statement setting out the rates and estimated costs of any other law practice we propose to engage as soon as the other law practice provides this information to us.

## **8 If we cease to act for you or you stop using Kai Legal**

You may end our engagement by written notice at any time.

Circumstances may also arise that make it impossible for us to continue to act for you. We may cease acting for you if:

- we become aware of a conflict of interest in continuing to act for you;
- you do not accept reasonable advice we give you relating to your matter;
- you fail to give us instructions as required; or
- you fail to provide us with payment in advance of Kai Legal incurring a disbursement on your behalf when requested.

We will notify you immediately if any of the above matters arise.

If we cease to act for you:

- we will take steps to remove our name from the court record in any court proceedings;
- you will receive a final account which will include all outstanding legal costs;
- you must pay our legal costs up until the date we cease to act; and
- we may retain your file and keep your documents until we are paid under a common law lien, subject to any other statutory requirements.

**9 Corresponding law**

You have the right to :

- Accept under another State's corresponding law governing legal services, a written offer to enter into an agreement with this law practice that the corresponding provisions of the corresponding law will apply; or
- Notify this law practice in writing within the time allowed by the corresponding law that you require corresponding provisions of the corresponding law will apply to this matter.

**10 Confidentiality**

We will respect the confidentiality of all non-public information we receive in the course of acting for you. Our confidentiality obligations will not apply to information which must be disclosed by law.

**11 Law Governing this Matter**

The law of Victoria applies to legal costs in relation to this matter.

We look forward to working with you.

Yours sincerely

**Kai Legal**