

## TERMS OF ENGAGEMENT

### **Responsibility for your file**

The lawyer who has overall responsibility for your file is ..... From time to time, another lawyer in the firm may need to do work for you, and we do regularly discuss matters with each other to ensure that we are providing you with the best possible advice.

### **Services that we provide**

We offer a full range of family law services including:

- The provision of advice;
- Negotiation on your behalf;
- Court proceedings where negotiation cannot achieve resolution.

### **Services that we do not provide**

As a specialist family law firm, we do not provide advice to clients on any areas of law outside of family law (except as they may relate to family law) including: -

- Conveyancing and tenancy issues;
- The operation and management of companies;
- Valuation of assets;
- Creation and management of trusts;
- Criminal offences.

### **Quantification of fees**

We will charge you a fair and reasonable fee for the work we do for you. The following factors are taken into account in quantifying that fee:

- (a) Base hourly rate for time spent working on your behalf (exclusive of GST):

Caroline Hannan	\$380.00
Chris Dellabarca	\$380.00
Sija Spaak	\$380.00
Deborah Dye-Knighton	\$250.00

- (b) Disbursements and office expenses are charged in addition to our fees.

- (c) Additional fee for urgency and/or complexity where appropriate.
- (d) Rate for time in court. When we are in court on your behalf for half a day or more, our rates are different. The rates vary in accordance with the complexity of the case.

Our rates are reviewed from time to time, however, will not be increased without notification first given to you.

### **What We Charge You For**

Representing your interests involves more than just our time spent with you, or in court for you. It includes correspondence and telephone calls not only to or from you, but with other people involved in your matter (for example, the other party or their solicitor, the court, counsel for the child, experts and/or other witnesses), research, document preparation and preparation for court. It includes careful consideration of documents received from other parties or specialist reports, so that we can best advise you on them. You will be charged for all such necessary attendances.

### **Invoicing**

We will invoice you on a progressive basis while representing you. If you wish to have invoices sent on a more regular basis, please let us know.

### **Terms of payment**

- (a) Invoices are payable within 14 days of issue unless other specific arrangements are agreed.
- (b) In respect of invoices that are paid more than seven days late, interest at a rate equal to the rate currently charged by our bankers for our overdraft facility may be added to our fee.
- (c) In the event that it is necessary for us to engage debt collectors or to issue court proceedings in order to recover outstanding fees, debt collection fees and legal costs incurred by us in the issue and processing of proceedings will also be added to our fee.
- (d) We accept payment by cash, cheque, eftpos, credit card, or direct credit to our bank account. Details will be provided on request.

### **Payment in Advance**

You may choose to make payment in advance, or we may ask you to do so. If so, any funds received but not yet invoiced will be held in our trust account for your credit, and will only be deducted from the trust account when an invoice has been provided to you. By paying fees in advance, you are authorising us to do this.

**Payment by Others on Your Behalf**

Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

Signature: .....

Date: .....

Name: .....