LEGAL CONSOLIDATED
BARRISTERS & SOLICITORS

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Retainer & Disclosure Statement

Your Reference:
Our Reference:
Fee-earner: Adjunct Professor, Dr Brett Davies CTA, BJuris, LLB, LLM, MBA, SJD

Date: ……

1. We deliver legal services as instructed by you. Our Partners' hourly rate $660. Solicitors' rate is $330
2. We act in your best interests at all times.
3. We keep your matters confidential and private.
4. Any disbursements are charged at cost.
5. The fee-earner has the conduct of your matter and is assisted by others, as required.
6. You authorise all costs and disbursements be paid from your credit card & moneys received on your behalf. You first are sent a tax invoice.
7. You can instruct us to stop work any time, you remain responsible for costs until this time.
8. We cease to act for you if:
   - you don't comply with the Retainer, fail to provide your credit card details or fail to pay your account within 7 days
   - we don't receive adequate instructions
   - continuing to act for you may breach professional conduct rules, our ethics or the law
9. If we do work for you before the date of the Retainer, then this Retainer also covers the work.
10. We can ask you to sign another Retainer. Until you do, this Retainer covers all of your files.
11. You irrevocably authorise and instruct us to retain all files, documents and personal property for your matter until all bills are paid in full or a court otherwise orders.
12. You acknowledge our copyright in our documents. You cannot reproduce them without our prior written permission.
13. You instruct us to destroy your file records after 120 days of closing the file. You are responsible for retaining documents for a number of years for the ATO and other organisations.
14. Other than Wills & Power of Attorney we return all original documents.
15. If any part of the Retainer is void or voidable then the remaining parts remain enforceable.
16. The Retainer is the entire agreement between us. It is amended only in writing.
17. We are your agent. We may incur expenses (eg titles office) on your behalf. You are responsible for any expenses. You authorise us to incur expenses, to charge those expenses to you and recover them from you. Where possible we first obtain your consent before incurring unusual expenses on your behalf.
18. You indemnify and hold us harmless from loss.
19. You authorise us to speak to your professional advisers, accountants and lawyers as required.
20. When you sign on behalf of a company, business, partnership, business name or other person you both bind them and agree to personally guarantee the payment of all costs including under this Retainer.
21. We may estimate the costs under this Retainer or give you a quote. Our costs are above the costs under a costs determination or any statutory scale.
22. You may ask the Court to review the Retainer. If it forms the view that the Retainer is not reasonable, costs may be reduced or the Retainer set aside.
23. You can negotiate this costs agreement, receive a bill of costs and itemised bill, request written reports about the progress of the matter and the costs incurred (at no cost to you), apply for costs to be assessed within 12 months, apply for the costs agreement to be set aside, accept or reject any offer we make for an interstate costs law, notify us that you require an interstate costs law. For more information, ask for our fact sheet: *Legal Costs – your right to know*.
24. You have retained a copy of this Retainer for yourself.

Name: _____ Address: _____

Email _____ Mobile: _____

Please debit my **Credit card** Visa / MasterCard

Card Number: ___ ___ ___ ___ / ___ ___ ___ ___ / ___ ___ ___ ___ / ___ ___ ___ ___

Name on Card: _____ Expiry Date: ___ ___ / ___ ___

The Retainer is accepted:

LEGAL CONSOLIDATED BARRISTERS & SOLICITORS Brett Davies