

Short Form Retainer Agreement (commercial/non-litigation work)



CIVIC LEGAL

Civic Legal Pty Ltd
ACN 126 959 206
2/11 Mounts Bay Road
Perth Western Australia 6000
Phone (08) 9460 5000
Facsimile (08) 9460 5001

Our Reference: _____ : _____

Your Reference: _____

Lawyer Acting: _____

Date: ___ / ___ / _____

Re: _____

Our Fee: \$ _____

1. We will deliver legal services to you as requested by you and as required.
2. We are obliged by law and professional conduct rules to act in your best interests at all times.
3. We will keep your matters confidential and private.
4. Our fee is stated above. Disbursements are charged at cost if incurred in doing work for you.
5. The Lawyer named above has conduct of your matter and may be assisted by other staff where necessary to achieve the most cost-effective management of your matter.
6. We pay our costs and disbursements from our trust account, moneys we receive on your behalf or credit card after substantial work is done on your matter or at settlement. You receive a tax invoice for your records. Trust withdrawals are reported within 14 days. Photocopying and printing is recovered at up to 80c per page.
7. You pay interest on our invoices at 2% above the Cash Rate Target if they are unpaid.
8. You can instruct us to stop work at any time. You remain responsible for all costs up to this time.
9. We can cease to act for you if we believe that:
 - you do not comply with this Retainer, fail to pay in advance deposits as requested or your account within 7 days
 - we did not receive adequate instructions
 - mutual trust and confidence is lost
 - continuing to act for you may breach professional conduct rules or the law
10. If we do work for you before the date of the Retainer, then this Retainer also covers the work.
11. We can ask you to sign another Retainer. Until you do, this Retainer covers all of your matters and files.
12. 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.

13. You acknowledge our copyright in documents prepared by us. You cannot reproduce those without our prior written permission.
14. You authorise us to deduct your funds from our trust account to enable payment as described in clause 6 above.
15. We destroy your file records after 7 years unless you write on this Retainer "do not destroy file" (storage costs apply).
16. If any part of the Retainer is void or voidable then the remaining parts remain enforceable.
17. The Retainer is the entire agreement between us. It is to be amended only in writing.
18. You may apply to the Court to have this Retainer reviewed. If the Court forms the view that the Retainer is not fair or reasonable the costs payable by you may be reduced or this Retainer set aside.
19. We are your agent. We may incur expenses (such as fees charged by Landgate) on your behalf. You are responsible for any such expenses. You agree to us charging those expenses to you and recovering them from you. Where possible we first obtain your consent before incurring unusual expenses on your behalf. You indemnify and hold us harmless from any loss.
20. You agree that you have read and understood the Disclosure Statement overleaf.

Name: _____ Address: _____

Telephone: W: _____ M: _____ H: _____

<input type="checkbox"/> Please debit my Credit card Visa / MasterCard Card Number: _____ / _____ / _____ Name on Card: _____ Expiry Date: ___ / ___ / ___
<input type="checkbox"/> My cheque is attached \$ _____ payable to Civic Legal Pty Ltd
<input type="checkbox"/> Direct deposit: \$ _____ Civic Legal Pty Ltd Practice Trust Account BSB: 336-060 Account Number: 553 312 856 Please quote our reference & your name: _____

I accept this Retainer:	Civic Legal:
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Civic Legal Disclosure Statement

Form of disclosure of costs to clients
Legal Profession Act 2008 section 260(5)

Legal costs – your right to know

You have the right to –

- negotiate a costs agreement with us
- receive a bill of costs from us
- request an itemised bill of costs after you receive a lump sum bill from us
- request written reports about the progress of your matter and the costs incurred in your matter (as no cost to you)
- apply for costs to be assessed within 12 months if you are unhappy with our costs
- apply for the costs agreement to be set aside
- accept or reject any offer we make for an interstate costs law to apply to your matter
- notify us that you require an interstate costs law to apply to your matter

For more information about your rights, please read the fact sheet titled *Legal Costs – your right to know*. You can ask us for a copy, or obtain it from the Legal Practice Board (or download it from the website of the Legal Practice Board or the Law Society of Western Australia).

Comparison Costs Estimates

We estimate that the cost of the non-contentious or commercial work we do for you under our short form retainer agreement in your matter should be in the range of costs applicable under a relevant costs determination or statutory scale (if applicable).

Contact Person

Queries about the costs charged to you may be addressed to:

Mr Jason Styles, General Manager