

APPOINTMENT TERMS

Our agreement

These are the general terms on which we provide legal services. They must be read together with our costs letter above which describes the specific matter and any particular services.

Our professional relationship

In each matter in which we act for you, we act as your independent legal adviser solely in your interests unless you agree that we can act for another party as well. We will always seek your consent in writing to acting for another party and, where necessary, allocate you a different solicitor/conveyancer. If this happens, we will establish 'Chinese Walls' restricting what information of yours the other parties' adviser has access to.

Assumptions

The assumptions on which we have based our fixed fee and our estimate of charges for costs and disbursements are:

- negotiations with the other party are not extensive or protracted; and
- no specialist advice will be required in relation to tax (GST, land tax or stamp duty) or planning matters.
- the matter settles on the date agreed scheduled for in the contract.

Use of our trust account - beware of a fraud targeting real estate buyers

Scammers have targeted solicitors and their clients in conveyancing transactions by hacking into email accounts and/or making fake email accounts impersonating solicitors you have worked with in order to request monies on trust. Note we will never request monies on trust via email without following up with a phone call confirming the transaction.

Legal fees, costs and disbursements

You have the right to negotiate this costs agreement with us. Our legal fees and total estimated disbursements and costs are set out in the costs letter.

Bills

You are entitled to receive a bill from us. We may give you a lump sum or an itemised bill. If we give you a lump sum bill, you may request an itemised bill within 30 days of the bill being payable. It will be provided within 21 days of your request. You will not be charged for preparing an itemised bill.

Our bills are payable within 7 days after issue. We may stop work until unpaid bills are paid. We may also charge you interest on any amount unpaid for 30 days or more after we have given you the bill. The rate of interest will be two percentage points above the Cash Rate Target of the Reserve Bank of Australia.

If there is a dispute regarding our costs, you may (in addition to any other rights you may have):

- 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.

For more information about your rights, please read the fact sheet titled "Legal costs – your right to know" which you can obtain from us or the Legal Services Commissioner.

Our work for you

To provide you with the legal services you require, we need you to give us clear and complete instructions. We ask that you provide all relevant facts. Our work does not extend beyond the scope of work we have agreed with you. Often we need to make assumptions in order to provide advice. Please carefully review any assumptions and let us know immediately if any assumptions are incorrect or inappropriate or if you think we have misunderstood your instructions.

You have the right to ask us for written reports on:

- the progress of your matter; and
- the fees and costs to date or since your last bill.

Referral Fees

Occasionally, as a form of advertising, we will pay a real estate agent who has referred us to you a flat fee of \$200. Our standard fees are not increased if this occurs.

File Opening Fee

Our fees are generally not payable until settlement or until when the property is withdrawn from the market, with the exception of a \$250 (tax inclusive) instalment covering our file-opening expenses. This is not trust monies and is not refundable.

Confidentiality

Our duty of confidentiality is fundamental to our practice. However, you agree that we may disclose your confidential information to the extent we consider it appropriate for:

- the purpose of conducting the matter, including to third parties who provide services to us;
- to our professional advisers and insurers; and
- if legally required or permitted or if authorised by you.

Provision of your details to Third Parties

Throughout the conveyancing process, you will be asked whether you require related services. If you request these services you consent to Dott and Crossitt Solicitors providing the third party service provider with your details as necessary for the service provide to offer the relevant service to you.

Fees paid to Dott and Crossitt Solicitors®

Dott and Crossitt Solicitors® may be paid a fee by their Referral Partners where you have given consent and we have provided your details to them and you have subsequently independently engaged their services.

These Fees include:

Title Insurance Processing Fee (for all policies)	\$82.50
Eagle Eye Insurance (Buildings and Contents Insurance)	\$100
Loan Market North Richmond	An amount equal to 20% of the upfront brokerage fee received by the broker

Dott and Crossitt Solicitors® is very proud of the Referral Partners it introduces to you. Each of them has undergone an extensive review process for both quality of product and service and such reviews are ongoing. If you have any feedback on the service offered by our Referral Partners, please email feedback@dottandcrossitt.com.au as your input is always appreciated and will be taken seriously.

If you suffer loss

You may be entitled to recover damages or compensation from us if you suffer loss as a result of our conduct up to and limited to \$2 million which is the limit of our professional indemnity insurance through the Legal Practitioners Liability Committee. However, if you are partly responsible for the loss, the amount of the damages or compensation can be reduced having regard to the extent of your responsibility.

Email

Electronic communications may not appear in the same format in which they are sent, are sometimes delayed or not delivered, can be copied and edited and may contain computer viruses. To the extent permitted by law, we are not liable for any loss or damage if this occurs.

How our appointment may end

Our appointment may be ended:

- by you at any time and for any reason;
- by us, on giving reasonable notice, if a legal conflict arises or other just cause, such as if you breach the agreement, require us to act unlawfully or unethically, do not give us adequate or timely instructions, do not pay our bills, have lost confidence in us or are no longer able to be party to a legal agreement.

You must pay us our fees and costs incurred up to the time our appointment ends and for any work we do after that time. If we have agreed a fixed fee, you agree to pay us what we reasonably consider reflects the work we have done for you.

Your records

You agree that Dott and Crossitt Solicitors® will, upon closing your file, retain any papers to which you are entitled to and leave them in our possession (save for documents deposited in our safe custody) for no more than six (6) months. After that time we will digitally image your papers and destroy the originals. The digital copies of your papers will be stored on our servers for a period of no longer than seven (7) years.

Relevant law

These terms (together with our costs agreement) are governed by the laws of New South Wales.