



Service Conditions



CHECKLIST LEGAL

Sections in these Service Conditions



Thank you for engaging Checklist Legal to provide legal services to you.

In this document:

- ▶ **client, you, your** means the person or business set out in the Proposal under the Client details section
- ▶ **we, our, CLL** means Checklist Legal Pty Ltd (ABN 32 643 121 279).

- About these Service Conditions -

1. This is our agreement with you for legal services

Our agreement to deliver legal services to you is set out in:

- ▶ the **Proposal** we give you for the relevant legal services
- ▶ these Service Conditions
- ▶ any **attachments** to the Proposal or Service Conditions.

Together, these documents form the Legal Services Agreement.

Priority of documents	Governing law	Entire agreement
If the above documents are inconsistent, the item earlier in the list takes priority.	The laws of the State of Victoria, Australia govern the terms of this Legal Services Agreement.	This Legal Services Agreement forms the entire agreement between us and you for legal services. It replaces previous written and spoken communications.

Some things fall outside our and your control

You and we are not liable to each other if we can't do what's set out in this agreement because of circumstances outside of our reasonable control (this is known as *Force Majeure*). But you are still liable to pay us for services we have completed.

2. You have rights in relation to legal services

Nothing in these terms affects your rights under the Australian Consumer Law.

- ▶ You have the right to negotiate the fee we charge and the method we use for our fees (task-based or time-based).
- ▶ You can request and receive an itemised bill within 30 days after a lump sum or partially itemised bill is payable.
- ▶ You have the right to get help from the [Legal Services Commissioner](#) if we disagree about legal costs.
- ▶ You have the right to be notified by us as soon as practical if significant changes occur that affect the cost of legal services or other costs.

- Our relationship with you -

3. Our client-lawyer relationship lasts for a set period

Our client-lawyer relationship starts when we are engaged under the Proposal. It ends either:

- ▶ when we complete the legal services set out in the Proposal or
- ▶ 6 months after you last asked for and we delivered billable legal services to you (if we agree to deliver open-ended legal services).

We might notify you of developments in the law from time to time. But we only have to inform you of developments if we have an agreed Proposal in place with you for legal services.

4. You make certain commitments to us

You promise to us that:

- ▶ you're authorised to engage and instruct us on behalf of any organisation you say you represent
- ▶ no restrictions prevent you from agreeing to this Legal Services Agreement
- ▶ you won't infringe any third-party rights in working with us and receiving our legal services.

5. You have certain responsibilities and obligations

We depend on you to:

- ▶ make sure we have your current contact details
- ▶ respond to our questions and give us relevant documents and instructions promptly
- ▶ give us accurate information and update us if things change (we rely on the information you give us)
- ▶ pay us on time in line with the Professional Fees section in the Proposal.

We're not responsible if you don't perform your obligations

We are not responsible for costs or losses you incur:

- ▶ if we do not progress your matter because you haven't paid our valid, undisputed Fees
- ▶ if you delay in giving us instructions or performing any of your other obligations
- ▶ that arise from matters beyond the Service Scope.

6. You or we can end our client-lawyer relationship for certain reasons

You can end the agreement

You can end our legal services at any time by letting us know in writing (for example, by emailing us).

We can end the agreement

We can end the agreement if:

- ▶ you don't pay undisputed bills after receiving a reminder
- ▶ you don't give clear, timely instructions
- ▶ you refuse to accept our advice, or you show you've lost confidence in our legal services
- ▶ ethical issues come up which we believe require us to stop being your lawyer, such as a conflict of interest
- ▶ something outside our reasonable control means we can't perform the legal services by a required timeframe.

You must pay for work performed

If this agreement ends, you must pay us for work completed and costs incurred up to the end date.

We may keep your documents after the agreement has ended

We generally store our files electronically. We may destroy your file after 7 years from completing services or ending our agreement with you. We can keep your documents if you owe us money, even if we no longer act as your lawyer.

- Scope of Legal Services -

You instruct us to deliver the legal services set out in the Proposal document. We highlight the following key areas where we are *not* responsible for what you (or others) do with our work.

7. Our advice and documents are only for you

Our advice and documents are only for you, in line with the Service Scope in the Proposal.

- ▶ Unless we agree first, you must not give our work to anyone else.
- ▶ We aren't responsible for any changes you make to our documents or advice.
- ▶ We aren't responsible for telling you about changes in the law *after* we deliver the agreed legal services.
- ▶ You engaged us to deliver legal services to you, in the context of your instructions. We aren't responsible for any other use of our legal services.
- ▶ If you engage us to create legal documents, we don't provide legal advice unless stated in the Service Scope.

8. We offer commercial legal services only

We don't offer financial product advice under the *Corporations Act 2001* (Cth). We don't provide advice about criminal law, tax, medical, insurance, or on the laws in countries other than Australia. You'll need to seek advice from specialists about areas outside of our expertise.

- Fees and payment -

9. We calculate fees in two ways

We may charge fixed fees or time fees, or both.

Fixed fee	A fixed cost for the services set out in the Proposal.
Time fee	An hourly rate — either as set out in the Proposal, or \$365 per hour if not specified in the Proposal. For work involving periods less than an hour, we charge you proportionately. We give you 30 days' notice in writing of any changes to our hourly rates.

- ▶ Our Proposal outlines the type of fees we'll charge you.
- ▶ If you request more services than set out in the Proposal, we may prepare a further Proposal.
- ▶ If multiple clients are named in the Proposal, each is responsible for the fees.

10. GST applies on our fees

If GST applies, you'll need to pay it on our fees and expenses. We'll clearly show the GST payable on our tax invoices.

11. You have the right to question or dispute our fees

For more info on legal costs:

- ▶ Ask us! We're happy to talk about costs, fees, and payment methods.
- ▶ See the fact sheet [Legal Costs – your right to know](#) (PDF 44.9KB).
- ▶ Visit the [Legal Services Commissioner site](#).

12. Please pay promptly so we can continue your project

Our usual policy is to issue a tax invoice on completion of each payable [Milestone](#) as set out in your Proposal. We put a payment due date on each tax invoice.

- ▶ Please pay each invoice in full by the due date, generally 14 days from when you receive it.
- ▶ We'll send tax invoices to you electronically via email.

We might stop work if your payment is late

If you don't pay a tax invoice by the due date, we'll send a reminder notice within 14 days. If we don't hear from you after that and you still haven't paid undisputed amounts, we can do all of the following things.

- ▶ Stop working on your project.
- ▶ Hold onto any documentation until payment.
- ▶ Charge a late fee, or interest from the date the invoice was issued (at the then current cash rate target set by the Reserve Bank of Australia, plus 2%).

13. We include some costs in your overall fee

We include most internal expenses and disbursements in your overall fee. If an unexpected cost arises, we may add this on to your overall fee.

- ▶ **Internal expenses** are costs we incur to carry out your instructions.
 - ▶ We run a paper-less office. This means we don't charge you for printing or paper unless necessary.
 - ▶ If a specific expense arises, such as the need to courier something urgently, we get you to confirm before we incur costs on your behalf.
- ▶ **Disbursements** are money we pay to other people on your behalf.
 - ▶ For example, we may need to pay:
 - ▷ fees to ASIC to register a company
 - ▷ search fees
 - ▷ court filing fees
 - ▷ barrister's fees

- Protecting your information -

14. Our Privacy Policy outlines how we manage personal information

We manage and protect your personal information as set out in our [Privacy Policy](#). [Rule 93 of the Uniform General Rules](#) states that we must collect our clients' full name and address.

15. We treat your business information as confidential

We treat your business information carefully and aim to always protect the confidentiality of your information. We may disclose your information where permitted or required by law to do so. You and we both must keep the terms of this Legal Services Agreement confidential, including our fees.

The end!

In 2020, Checklist Legal became the first Australian law firm to achieve the [WriteMark®](#) Plain Language certification. We're very passionate about plain language and clear contracts, so let us know if you have feedback or ideas for improvements.

