

Trust Money

We may ask you to pay us monies in advance on account of fees for work to be undertaken (unless the matter is an estate matter) and/or on account of disbursements to be incurred.

Such funds are deposited into our trust account and are recorded as a credit balance against your name.

In addition to the initial deposit we may require you to make further deposits into our trust account on account of fees and disbursements as the matter progresses. Such deposits may be done in lump sums, or by regular weekly or monthly payments to be agreed.

We insist that you pay us any amounts we ask for as soon as practicable. If a request for such a payment is not met, we will stop work in relation to your matter or may cease acting for you altogether.

Tax Invoices

Unless the matter involves a deceased estate or a personal injury claim, we will send you tax invoices for our fees and disbursements on a periodic basis (usually monthly) throughout the matter.

We will send a final tax invoice when the matter is completed.

All our tax invoices are payable within fourteen (14) days. If any of our tax invoices are not paid within fourteen (14) days, we will issue you with a Past Reminder Due Notice requiring immediate payment, in default of which we will issue you with further Past Reminder Due Notices each of which will attract a Collection Fee of \$40.00.

We may stop work on the file if acting for you without further notice if any of our tax invoices are not paid. However, before we cease acting on your matter, we will notify you where possible of our intention to cease acting and provide you the opportunity to pay all outstanding arrears.

Interest

If any of our invoices are not paid within thirty (30) days after the same have been rendered, we will charge interest on the amount outstanding at ten per cent per annum (10% p.a.).

Debt collection

If our tax invoices are not paid within sixty (60) days after the same have been rendered, we will refer the matter to our debt collectors or issue legal proceedings to recover the outstanding sum plus costs and interest.

Our debt collection charges are calculated at 20% plus GST of the total amount outstanding and will be incurred on the day we refer the account to our debt collectors, or issue legal proceedings against you.

Credit Reporting

We also reserve the right to report any outstanding debts to the relevant national credit reference agency, currently Veda Advantage Australia, which may well have an adverse impact on your ability to obtain credit in the future.

Recovering your costs

You are obliged to pay our fees and disbursements whatever the outcome of your matter (such costs are called "solicitor-client costs").

We **do not** conduct legal work on a "no win, no fee" basis unless we agree to such terms pursuant to a formal contingency agreement.

In some jurisdictions, if you are the successful party in a case you may be able to seek costs from the other party. Any amount recoverable will be determined by the Court. These costs are called 'party/party costs' and only account for up to about 60% of your actual costs.

You will be required to pay all our solicitor-client costs whatever the outcome of your matter and the payment of our fees are not in any way dependent on the recovery of your party/party costs.

DI ROSA | LAWYERS

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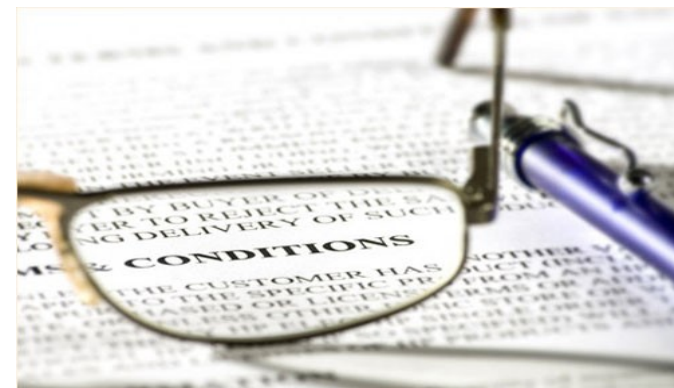
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DI ROSA | LAWYERS

**How much
will it cost?**



**Our terms and
conditions**



We provide a number of legal services in terms of business law, commercial disputes and litigation, family law, property law and conveyancing, estate planning and deceased estates.

Our fees will depend on the type of legal services we are asked to carry out on your behalf.

Our services involve:

- “Fixed fee” matters, where it is possible to provide a quote of the ultimate cost to be charged for such work;
- “Non-fixed fee” matters, where an estimate of the fees is given but work is carried out on the basis of the time and amount of individual tasks involved in carrying out such work.

It is not usually possible to provide a quote for “non-fixed fee” matters. However we are required by our professional conduct rules to provide an estimate of the costs involved in such matters and to provide our clients with an update if such an estimate needs to be reviewed.

“Fixed Fee” Matters*

Below is a list of the types of fixed fee matters we undertake and the relevant fees (all fees are inclusive of GST):

Matter type	Standard Rate	Pensioner Rate
Wills	\$275.00	\$220.00
Powers of Attorney (POA)	\$220.00	\$198.00
Advanced Care Directives (ACD)	\$385.00	\$330.00
Package Will/POA	\$440.00	\$385.00
Husband/wife Wills	\$495.00	\$385.00
Husband/wife POA	\$385.00	\$330.00
Husband/wife ACD	\$660.00	\$550.00
Package H/W (Wills+POA)	\$825.00	\$660.00
Package H/W (Wills+POA+ACD)	\$1,100.00	\$990.00
Conveyancing (sale and purchase)	\$605.00**	N/A
LTO Applications	\$250.00	N/A
Caveats	\$275.00	N/A
Form 3 Waivers	\$220.00**	N/A
Leases	\$880.00	N/A
Trusts	\$550.00	N/A
Standard Agreements	\$550.00	N/A
Application for Divorce	\$880.00	N/A

*All inclusive of GST

** Conditions Apply

Non-fixed fee matters

Non-fixed fee matters are essentially all matters that are not fixed fee matters. Most legal work that we do falls into this category, including family law, personal injury, estates and commercial matters.

All such matters are charged out on the basis of the time and kind of tasks involved in attending to such matters. The work carried out is recorded as units of time. Each unit is the equivalent of one hour of work.

Our fees are charged for items of work including all attendances on you, telephone calls, writing and sending letters and emails, preparing, amending and reading all documents, conferences with barristers and experts, appearances in Court and so on. Such work includes but is not limited to the preparation of internal memoranda, file notes and legal research.

Our charges are currently calculated at the rate of **\$360.00 per hour plus GST** for legal work undertaken by our solicitors at the associate level (“Associate Rate”).

A higher rate of **\$400.00 per hour plus GST** is charged for work undertaken by Mr Di Rosa (“Partner Rate”).

On occasion our support team members will perform some work on your file on our behalf. Our Legal Assistants generally attend to the preparation of briefs for Counsel, collate documents, prepare discovery lists, make general telephone calls and attend at Court for the filing of documents. Such work is currently charged at the rate of \$120.00 per hour plus GST. Our Para-Legals generally attend to the preparation of legal and transactional documents, the taking of instructions in respect thereto, and undertake legal searches. Such work is currently charged at the rate of **\$150.00 per hour plus GST**.

Our hourly rates are higher than the Supreme Court Scale (currently just over \$300.00 per hour plus GST in the case of work undertaken by solicitors).

We charge at a higher rate to take into account the experience and expertise of our team and the base cost involved in providing our legal services.

We reserve the right to amend our fees from time to time in accordance with any change to the Supreme Court Scale, the experience and expertise of our staff and the base cost involved in providing our legal services.

Disbursements

We may incur out-of-pocket expenses (called “disbursements”) on our clients such as Counsel fees, experts fees, Court and other filing fees, stamp duty and other government charges. We charge these at cost.

In addition to these expenses, we also charge for photocopying, telephone charges (STD, ISD and mobile phones), facsimile charges, courier fees and document binding.

Goods & Services Tax (GST)

We charge GST on all fees and disbursements provided currently calculated at 10% of the services charged.

Each Tax Invoice which we render you will be in accordance with the GST Law setting out the total of the fees and disbursements and the GST payable.

Estimating our fees and disbursements

We are required by our rules of professional conduct to provide you with a reasonable estimate of our fees and disbursements at or shortly after the commencement of your matter.

Fee estimates are based on the information that you provide to us at the commencement of the matter and will also be given on the assumption that no complications arise and no work is required beyond that which you have outlined to us.

If the matter becomes more complicated due to protracted negotiations or Court proceedings or because you have instructed us to carry out work other than that associated with the relevant type of matter, our fees and/or disbursements may be higher than the initial estimate given.

As the matter progresses and it becomes clearer how much work will in fact be needed to complete your matter, we will endeavour to provide a more accurate estimate of the total costs.

We will usually not fix our fees or provide quotes in relation to non-fixed fee matters.