

YOUR INFORMATION

Client 1 name:	
Client 1 email:	
Client 1 phone #:	
Client 2 name:	
Client 2 email:	
Client 2 phone #:	
Address line 1 (number & street):	
Address line 2 (suburb, state & postcode):	

**COST DISCLOSURE STATEMENT BY
PERCY LEGAL PTY LTD trading as HEAD AND HEART ESTATE PLANNING**

Information on the costs associated with your matter and your rights in relation thereto

1. You may seek independent legal advice before agreeing to the costs agreement proposed.
2. You may negotiate the terms of the costs agreement.
3. You may negotiate the billing method used (for example, by reference to timing, or task).
4. You are entitled to receive a bill, and if you request it, fully itemised if requested within 30 days after the lump sum bill becomes payable. However, if you request an itemised bill and the total amount specified in the itemised bill exceeds the amount previously specified in the lump sum bill, then we may be able to recover the higher costs should the matter proceed to a costs assessment under section 198 or a binding determination under section 292 of the Uniform Law.
5. You are entitled, upon reasonable request, to progress reports of your matter and the current costs incurred in your matter, and to be notified of any significant changes affecting costs.
6. If there is a dispute or you are unhappy with the costs you can require mediation, apply for independent assessment before the Supreme Court Costs Court within 12 months after the bill was provided or request for payment was made or after the costs were paid, or seek to have the cost agreement set aside. You may also seek the assistance of

the New South Wales Legal Services Commissioner (NSW Law Society) within 60 days after the legal costs have become payable, or where you have asked for an itemised bill, within 30 days after the itemised bill was provided. The time limits specified above may be waived if the complaint is made within 4 months after the required period in circumstances where the delay and reasons for the delay make it just and fair to do so, provided we have not commenced legal proceedings in respect of the legal costs. In the first instance we suggest that you raise any issues with us.

7. The law of New South Wales applies to legal costs in relation to this matter.
8. You are entitled to accept or reject any offer we make for an interstate costs law to apply to your matter or notify us that you require an interstate costs law to apply to your matter.
9. The cost agreement you enter will show the basis on which the costs and disbursements will be calculated, estimate the total payable, or a range of estimates including major possible variables, when you should pay, the interest payable if you fail to pay, and the person you should speak to about any concerns you have on the costs.

COST AGREEMENT & DISCLOSURE NOTICE

BETWEEN

CLIENTS: As named above

AND

FIRM: Percy Legal Pty Ltd (A.C.N. 604 781 713), trading as Head and Heart Estate Planning

Thank you for your instructions to act in this matter. We are required by the Legal Profession Uniform Law (New South Wales) 2014 to set out the following terms of our engagement for your acceptance or further negotiation.

1. Future-Proof your Family: the work we will carry out

1.1	<p>Access to our online course</p> <p>Including the following topics and lessons:</p> <p>Topic 1: About you and your circumstances</p> <p>Topic 2: Your Will</p> <p>Topic 3: Enduring Powers of Attorney</p> <p>Topic 4: Letter of Wishes</p> <p>Topic 5: Document Signing and Storage</p> <p>Topic 6: Ongoing Maintenance</p> <p><i>You are responsible for watching all videos, and completing all online forms to provide us with instructions.</i></p>
1.2	<p>You will receive a set of planning documents for you each including:</p> <ul style="list-style-type: none"> a) Wills including testamentary trusts; b) Enduring Powers of Attorney (Financial) and Personal in QLD and Victoria; c) Enduring Guardianship as it is known in NSW / Appointment of Medical Treatment Decision Maker as it is known in Victoria; and d) Letter of Wishes x 2 templates outlining your values and instructions for executors and trustees of trusts and guardians of children (<i>you are responsible for amending to tailor to your family and your wishes, we have a video lesson guide to assist you</i>).
1.3	<p>Provision of drafts to you and receipt of name spelling, and address corrections to same by email from you;</p>
1.4	<p>One-on-One Legal Advice and Document Review meeting</p> <p>Conference with you via zoom to:</p>



	<p>a) read through final documents, record your capacity, understanding and agreement to same; b) make any changes to the above documents; and c) discuss binding death benefit nominations</p> <p><i>Please allow up to 90 minutes (1.5 hours) for this meeting for couples, and 60 minutes (1 hour) for solos.</i></p>		
1.5	<p>Provision of final copies to you for review, and printing yourself to sign in accordance with the instructions in our signing video under Topic 5.</p> <p>Optional addition: if you require us to print and post to you an additional fee of \$80 (incl. GST) will apply to cover the cost of administrative time, printing, and postage.</p>		
1.6 Not included	<p>Optional Signing Meeting- NOT INCLUDED IN THIS QUOTE</p> <p>We will organise a local lawyer and a second witness to witness you signing the documents within 15km of your home (unless regional). Additional \$600.00 (incl. GST)</p> <p><i>NSW clients will need to attend to witnessing of your documents yourself using the registry at the local NSW Court, or arranging your own lawyer, or asking us to arrange a lawyer for you at this additional fee of \$600.00 (incl. GST)</i></p> <p><i>Victorian and QLD clients can attend their local police station for witnessing of documents, and so this meeting is less likely to be necessary as the witnessing requirements are not as strict in NSW.</i></p>		
1.7	<p>A template letter, and video guide (Topic 5) to assist you to provide the Statement of Acceptance pages to your Attorneys (by email or post as appropriate depending on the document). We do not carry out this service for you in the Future-Proof your Family package. We specifically exclude witnessing of their signatures.</p>		
1.8	<p>Complimentary- email correspondence (one email sent to them and receipt of one reply) with your financial planner or accountant to ensure that our strategies and advice are aligned.</p>		
1.9	<p>Complimentary- Deeding and safekeeping of documents</p> <p>please note administrative fees and charges will apply for retrieval of documents and certified copies that may be needed in the future.</p>		
Fixed fee:	Pay in full	6-month payment plan	12-month payment plan
Couples	\$2,550	\$2,800	\$2,964
Solos	\$2,050	\$2,255	\$2,378

Additional Charges that may apply (not an exhaustive list)

1.10	<p>Additional meetings- \$450 (plus GST) per hour, pro rata</p> <p>With you, at your request; or</p> <p>With your professional advisors organised with your permission</p>
1.11	<p>If you are a blended family</p> <p><i>Please email us at lucy@hhep.com.au or DM us on Instagram to check with us if your family and living arrangements would be considered a blended family.</i></p>
1.12	<p>Receipt of tax advice from your accountant regarding foreign beneficiaries, foreign executors, or foreign trustees.</p> <p><i>No additional charge for my enquiries to them confirming strategy is appropriate, but additional work may be required depending on their advice.</i></p>
1.13	<p>Where the manner of holding of your assets is complex (through corporate or trust structures for example)-</p> <p><i>You have an SMSF (a review of the SMSF at the additional charge of \$495 is mandatory)</i></p> <p><i>You have a trust (a review at the additional charge of \$495 is mandatory unless the trust doesn't own any assets)</i></p> <p><i>You have companies and need advice regarding the succession of shares or control (other than simple gifting to partner, Testamentary Trust, or children in the will)</i></p> <p><i>You wish to leave a life interest or right to occupy to someone in your will.</i></p>
1.14	<p>Where your instructions and wishes are complex (for example)-</p> <p><i>You have over 5 specific gifts you would like to make</i></p> <p><i>You wish to leave a life interest or right to occupy to someone in your will.</i></p>
1.15	<p>Where we are required to review existing Trust Deeds, and advise on and draft succession documents;</p> <p><i>Our fee for a review of a Family Trust Deed is \$495 (incl. GST).</i></p> <p><i>Our fee for a Deed of Successor Appointor (recommended for succession planning of family trusts) \$700 (incl. GST) if completed at same time as personal estate planning.</i></p>
1.16	<p>Where it is reasonably anticipated that your Will or appointments under the Powers of Attorney may be challenged;</p>

1.17	Where you do not finalise and sign the documents within eight weeks of receiving final drafts from us;
1.18	Delays and difficulties in communicating with you;
1.19	Where you do not live in Victoria or NSW or QLD.
Unless a fixed fee is specified above, these matters will either be quoted as they arise or be charged pro-rata at the hourly rate of \$450 (plus GST)	

2. The work we have excluded from the scope of our current engagement

Our scope of engagement does not include and should not replace tax advice required to be provided by a tax lawyer, or an accountant, and financial planning advice.

3. Our fees and disbursements

Fees

Our fees for the work listed above “Future-Proof your Family: the work we will carry out” (excluding variations noted above) will be completed for:

- (a) **Couples planning together: \$2,550 (incl. GST)**
- (b) **Individuals planning solo: \$2,050 (incl. GST)**

Any work in addition to “The work we will carry out” unless stated otherwise (with a fixed fee) will be calculated as follows:

Those members of the firm that work on your matter will record the time they spend and charge according to the following rates.

Principal Lawyer	Hourly rate of	\$ <u>450.00</u>	plus GST
Administrative	Hourly rate of	\$ <u>150.00</u>	plus GST

The firm’s fees are determined by applying these hourly rates to the units of time recorded by each staff member on your matter. Time is recorded in 6 minute units. For example the time charged for a phone call of up to 6 minutes will be 6 minutes and the time charged for an attendance between 6 and 12 minutes will be 12 minutes.

Alternatively, if further work is required and you wish to provide instructions that would enable us to set a fixed scope for the additional works required, we will be pleased to set another agreed fixed fee for additional works.

Disbursements

In the course of your matter it will be necessary to incur fees, expenses and charges which are called disbursements. These are payable as and when they fall due for payment. We will not incur any substantial expense without first obtaining your

permission, such as for barrister’s advice if this is required. However title searches relating to properties and companies may be completed on your behalf, and you will be charged for these up to the amount of \$60 without requiring your express permission.

4. Billing and payment arrangements

(a) To provide maximum protection against fraud, **we recommend that you always telephone or text Lucy Percy on 0423286881 to confirm bank account details** before making a transfer once your invoice has been received.

(b) PAY IN FULL: \$2,550 couples / \$2,050 solos

You will be invoiced upon the following occasions:

- i. Initial fee - **\$1,147**
upon joining the Future-Proof your Family package (via our checkout page)
- ii. As to 50% of the balance – **\$701.50 couples / \$451.50 solos**
upon the provision of draft documents to you
- iii. As to the final 50% of the balance- **\$701.50 couples / \$451.50 solos**
upon the provision of final documents to you for signing
- iv. As to Additional Work and Disbursements- upon the completion of work as appropriate.

(c) PAYMENT PLAN

Total fees for payment plan are as follows:

	up to 6-month payment plan	up to 12-month payment plan
Solos	\$2,255	\$2,378
Couples	\$2,800	\$2,964

You will be invoiced upon the following occasions:

- i. Initial fee - **\$247** deposit (access to the course being worth 50% of fee)
upon joining the Future-Proof your Family package (via our checkout page)
- ii. As to 25% of the package total fees –
upon the provision of draft documents to you
- iii. As to the final 25% of the package total fees-
upon the provision of final documents to you for signing
- iv. As to Additional Work and Disbursements- upon the completion of work as appropriate.

Payment plans will be agreed between us and each client individually, and you can choose the amount and frequency as long as it is equal to greater than \$60.00 per week.

Payment plans can be cancelled by us and all fees due if you fail to make payments as and when agreed with us.

An admin fee of \$15.00 will apply to all late and missed payments.

- (d) As we invoice in arrears (and do not hold monies in trust in advance as some firms do) invoices will be due 3 days after the invoice has been issued unless on a payment plan agreed with us and that is not in arrears.
- (e) Our accounts will refer back to this Costs Agreement for a description of the work completed. If you require a detailed explanation of our account you should contact us and we can provide this to you. As our work has been quoted on a fixed fee basis, our further description will not include a breakdown as to our time unless the invoice related to an invoice that you have received with charges based in 6 minute units on our hourly rates.
- (f) If these payment arrangements do not work for you then please discuss an alternative with us.

5. Your right to a bill of costs

- (a) The Legal Profession Uniform Law provides that a legal practitioner cannot take action for recovery of legal costs until 30 days after a bill of costs has been given to the person charged with their payment.
- (b) At the expiry of 30 days after a bill of costs is given to you, interest, at the rate specified in the Legal Profession Uniform Law may be charged on any amounts unpaid.

6. Your right to fair and reasonable costs

The Legal Profession Uniform Law gives you the right to have the costs charged by us assessed by an assessor appointed by the Supreme Court for fairness and to determine if they have been proportionately and reasonably incurred, and are proportionate and reasonable in amount.

7. Interest charged

In order to avoid further increasing our fees, and penalising those clients who pay promptly, we have adopted the practice of charging interest on all amounts outstanding for more than 30 days. This will be calculated on any balance outstanding 30 days from an account being rendered, on a monthly basis, at the rate being 2% above the Cash Rate Target fixed by the Reserve Bank of Australia.

8. Termination of this agreement

- (a) We will not continue to do the work if you fail to pay our bills, if you fail to provide us with adequate instructions, or if you indicate to us that we have lost your confidence.

- (b) We will give you at least 14 days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based. You will be required to pay our charges for work done, and for expenses incurred, up to the date of termination. You may terminate this agreement in writing at any time. If you do so you will pay our charges and expenses incurred up to the time of termination.

9. Electronic communication

- (a) We are able to communicate electronically with clients and other parties using electronic mail, both direct and via the Internet, and using data storage devices. If we communicate electronically with or for you, you acknowledge and agree as follows:
 - (i) There are some delivery risks in using electronic mail and you accept the risk of interception of the email by third parties or of non-receipt or delayed receipt of the message; and
 - (ii) Computer viruses and similar damaging items can be transmitted through emails and by introducing data storage devices into your system. We use virus-scanning software to reduce these risks and ask that you do the same. However, it is not possible to completely eliminate the risk of introducing viruses.
- (b) If we communicate electronically with or for you, you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication.

10. The persons who will be responsible for the work

If you have any concerns about our costs or your matter, please contact Lucy Percy who will be responsible for the work.

11. Solicitor's lien

Legal ownership in and title to all documents, records, papers, titles and any other material created or obtained by us in the performance of your instructions or in dealing with your matter, belongs to us and does not pass to anybody, until the matter is completed and all outstanding fees, costs and disbursements have been paid to us.

12. Destruction of Files

We advise that we may using our discretion, destroy the electronic copy file relating to this matter that we have been engaged to conduct for you, after the expiration of seven (7) years from the date that the matter is concluded. You agree not to take any action or make any claim against the legal practice, Percy Legal Pty Ltd for its destruction of your file in accordance with this agreement unless you have directed us in writing not

to destroy the file. You may request return of the file at any time before the expiry of seven (7) years. No Deeded documents (original Wills, Enduring Powers of Attorney, Appointment of a Medical Treatment Decision Maker, and Letter of Wishes) will ever be destroyed.

13. Electronic Archiving of Files

We intend to archive your file in electronic copy only, save for the documents that will may require to be Deeded. You authorise and acknowledge that no hard copy file notes, invoices, and correspondence will be kept.

14. Acceptance

Before accepting this offer you are entitled to negotiate these terms. If you do not return the signed agreement or negotiate the terms but instruct us to commence work, that will be taken to be an acceptance of this offer and costs will be charged in accordance with this agreement.

I, accept the above terms:	Date:
Sign:	
I, accept the above terms:	Date:
Sign:	

ELECTRONIC ARCHIVING OF FILES

The client hereby expressly authorises and acknowledges that Percy Legal Pty Ltd upon returning hard copy original documents to me, convert the file for archiving to an electronic file only.

DESTRUCTION OF FILES

The client hereby expressly authorises and acknowledges that Percy Legal Pty Ltd will destroy my file regarding this matter that the legal practice has been engaged to conduct for me after the expiration of seven (7) years from the date that the matter is concluded. Including the electronic archived record. I shall not take any action or make any claim against the legal practice for its destruction of my file in accordance with this agreement unless I direct the

legal practice in writing not to destroy the file. The client may request return of the file at any time before the expiry of seven years.

I, acknowledge the above terms regarding electronic filing and destruction of files:	Date:
Sign:	
I, acknowledge the above terms regarding electronic filing and destruction of files:	Date:
Sign:	