

## IMPORTANT NOTICE TO CLIENTS

Section 48(4)

### Who to contact if there are problems

1. You may contact the Queensland Law Society if you have a complaint about the fees and costs charged or the work performed by your solicitor or firm.
2. Here are the phone number and postal address of the Queensland Law Society:  
  
Telephone: (07) 3842 5888  
Postal address: GPO Box 1785  
BRISBANE QLD 4001

### Client able to negotiate agreement and get legal advice

3. You have the right to negotiate this client agreement with your solicitor or firm before you sign it.
4. You may obtain independent legal advice before signing this client agreement.

### Client able to change solicitor or firm

5. You may change solicitor or firm at any time even if this client agreement says otherwise.
6. If you change solicitor or firm, it is important for you to give your original solicitor or firm notice of the change as your original solicitor or firm may charge and recover fees and costs from you for work done before notice is given.
7. Your original solicitor or firm may keep your file until you pay all fees and costs or reach an agreement about paying them.

### Agreement about who will do legal work

8. This client agreement must state the names and status (for example, partner/associate/employed solicitor/articled clerk/paralegal/consultant) of the people who will do legal work for you.

### Agreement about fees and costs payable for work

9. This client agreement is the basis for determining how much you pay for the work done by your solicitor or firm.
10. A client agreement may set a lump sum amount for fees and costs.
11. Otherwise, the client agreement must state the basis on which fees and costs will be calculated (whether or not including a lump sum) and give either —
  - an estimate of the total amount of fees and costs likely to be payable for the work; or
  - if it is not reasonably practicable to estimate the total amount of fees and costs likely to be payable for the work — a range of estimates of the total amount of fees and costs likely to be payable for the work and an explanation of the significant variables that will affect the calculation of the amount.

12. However, your solicitor or firm is not bound by the estimate or range of estimates given in this client agreement.
13. Extraordinary items of work not normally done for similar work must be expressly approved by you even if this client agreement says otherwise.
14. Clause 13 has no application if this client agreement sets a lump sum amount only for fees and costs.

#### **Agreement about type and frequency of accounts**

15. An account from your solicitor or firm must be in the form agreed to in this client agreement or must clearly set out all items of work done for you and the amount charged for each item.
16. If a form of account is agreed to, it must be a form resulting in the inclusion in each account of sufficient details of the work done to allow you to decide whether the fees and costs in the account are reasonable.
17. This client agreement should state the intervals for giving you accounts.

#### **Advice if work includes litigation**

18. If the work involves or is likely to involve litigation, this client agreement must include an explanation and estimate of the range of costs you may recover from another party if you are successful or you may be required to pay the other party if you are not successful.
19. Also, if your solicitor agrees to do the work on a speculative basis, this client agreement must include the terms and conditions on which fees and costs become payable to you.

#### **Agreement may be amended**

20. This agreement may be amended if you and your solicitor or firm agree to the changes in writing.

#### **Challenging the amount of an account**

21. You may formally challenge the amount of an account by applying to the Solicitors Complaints Tribunal for the appointment of a costs assessor to assess the account.
22. If you do this, you cannot subsequently challenge the validity or enforceability of this client agreement.
23. This means that before applying for the appointment of a costs assessors, you should consider and, if necessary obtain advice about, whether there are grounds for challenging the validity or enforceability of this agreement.

#### **When client may be sued for outstanding fees or costs**

24. Generally, before your solicitor or firm may sue you for outstanding fees or costs, more than one (1) month must have passed from the time you were given the account.
25. However, your solicitor or firm may ask the court for permission to sue before that time.

#### **Can a client be sued for outstanding fees or costs if the client has applied to the Solicitors Complaints Tribunal for assessment?**

- 26. Generally, your solicitor or firm may not sue you for an outstanding account if you have applied to the Solicitors Complaints Tribunal for the appointment of a costs assessor to assess the account and the assessment has not concluded.
- 27. However, your solicitor or firm may ask the court for permission to sue.

**Other remedies**

- 28. You may have other remedies against your solicitor or firm concerning this agreement or the work done under it.
- 29. You may obtain independent legal advice about the remedies available.

**RECEIVED** ..... (Date)

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- (Client)