

Costs and Disclosures Notice

Last Updated: 12 January 2026

1. General

The Law requires us to make disclosures to our clients.

No oral communication shall prevail over this Costs and Disclosures Notice or the additional terms and conditions outlined in our Engagement Letter and you agree and confirm that you did not, and will not in the future, rely upon any oral communication that is not later reduced to writing and communicated by us to you.

You accept our offer of legal services if you sign and return our Engagement Letter.

This Costs and Disclosures Notice together with our Engagement Letter form a binding agreement between us.

2. Interpretation

In this Costs and Disclosures Notice a reference to the following words has the meaning set out adjacent to them, unless the context in which the words are used requires otherwise:

- **Additional Terms** means any additional terms and conditions outlined in our Engagement Letter.
- **Costs Agreement** mean this Costs and Disclosures Notice together with our Engagement Letter.
- **Disclosure Notice** means this Costs and Disclosures Notice.
- **Disbursements** means moneys we spend or incur or are able to spend or incur on your behalf, examples of which are included in this Disclosure Notice, or which may be specifically identified in the Engagement Letter.
- **Engagement Letter** means the cover letter attached to this Disclosure Notice which forms part of the Costs Agreement.
- **Law** means:
 - **for New South Wales, Victoria and Western Australia** – the Legal Profession Uniform Law Application Act 2014 (VIC & NSW), Legal Profession Uniform Law Application Act 2022 (WA)
 - **for Queensland** – Legal Profession Act 2007 (QLD)
 - **for South Australia** – Legal Practitioners Act 1981 (SA)
 - **for Tasmania** – Legal Profession Act 2007 (TAS)
 - **for Australian Capital Territory** – Legal Profession Act 2006 (ACT)
 - **for Northern Territory** – Legal Profession Act 2006 (NT)
 - **for New Zealand** – Lawyers and Conveyancers Act 2006 (NZ)
 - and all relevant regulations.
- **Legal Costs** means Professional Fees and Disbursements or Outlays.
- **Professional Fees** means the fees we charge for the performance of work on any one or more of our lawyers or staff on your matter or for any work that we undertake at your request.

3. Reference to Parties

In this Disclosure Notice:

- IR Legal is referred to as 'we', 'us', 'our' or 'IR Legal'.
- The client is referred to as 'you' or 'your'

4. Incorporated Status of IR Legal

IR Legal is an incorporated legal practice and we advise that:

- all legal services will be provided by an Australian Legal Practitioner or a New Zealand Legal Practitioner where applicable;
- the provision of legal services is regulated by the Law however the provision of non-legal services is not regulated by the Laws mentioned above;
- IR Legal is an interstate law practice in Australia;
- IR legal has offices in Australia and New Zealand.

Our liability is limited in Australia by a scheme approved under professional standards legislation.

5. Our Relationship

We will perform the work identified in the Engagement Letter with professional skill and diligence as your lawyers acting in your best interests. We will not perform work for you if factors such as conflict of interest or other laws prevent us from accepting your instructions or continuing to act.

You agree:

- to provide us with timely, accurate and proper instructions, and all documents and other records relevant to the services we are providing to you; and
- to check to the best of your ability that all facts we rely upon are correct and assumptions we make, are reasonable.

6. Taking Instructions from more than one Client

Where we are acting for more than one person on a particular matter upon your instruction, unless you tell us in writing otherwise, we may accept instructions in relation to work to be conducted for you from either one of you.

Where the client is a company, unless you tell us in writing otherwise, we may accept instructions in relation to the work to be conducted and all matters in which we act on behalf of the company, from any one of its directors or any person we reasonably believe to be the chief executive officer, chief financial officer, general manager, in-house lawyer or its company secretary or a person we have been told (verbally or otherwise) has such authority without confirming those instructions with the other directors or the secretary of the company.

We are also entitled to assume that any person who has been a director or secretary of the company is still a director or secretary until we have been notified in writing otherwise by the company.

Information or instructions given by one client may be shared with the other joint client(s).

If one of you insists that information or instructions be withheld from the other(s), we will have to cease acting for all of you.

If a conflict arises between you as joint clients, you all need to engage new solicitors and you may incur additional Legal Costs.

7. Person/s responsible for the work

The person who signed this Letter of Engagement will have overall responsibility for the services provided to you. You may contact him or her regarding the work we do for you or to discuss any issue regarding Legal Costs (if applicable).

8. Scope of Work

The scope of work that we undertake for you is set out in our Engagement Letter and is strictly limited to the work identified under the heading 'Services to be Provided' (Scope of Work).

If you would like us to undertake any additional work not included within the Scope of Work, then please make a request in writing and we will advise as soon as possible whether we can action your request.

For any work that falls outside of the Scope of Work, there will be an additional Legal Costs payable by you. We will discuss with you before we undertake any additional work required and give you a revised fee estimate if we need to charge any additional fees.

If you instruct us to exclude any steps or work that is generally considered usual and necessary for a standard transaction or to save on Legal Costs by not taking a certain action, such as ordering searches ordinarily required, then you acknowledge that you accept any and all risks associated with the exclusions and waive any right to make a claim against us for any costs or loss you may suffer as a direct or indirect result of the exclusions.

9. Professional Fees

In general terms, our Professional Fees will either be calculated on the basis of a lump sum estimate or a fixed fee as set out in the Engagement Letter. Depending on the type and Scope of Work we may give you an hourly rate.

- a) If we provide a fixed fee for the work, our fee will be based on the agreed Scope of Work but will not cover any additional services that may be required as a result of any variation in the Scope of Work. Please note this amount will not include Disbursements. We may vary this fee with your consent if the circumstances, scope or requirements upon which we based our fee vary.
- b) Where a retainer is paid and you decide to cancel your agreement or work cannot be completed for good cause, you may be eligible for a refund. We will charge for the solicitor's time spent on file based on the hourly rate of the Principal Lawyer plus an administration fee.
- c) If additional legal work is required which is outside the Scope of Work or otherwise not set out in the Engagement Letter, then we will cost the work at time following rates:
 - Head of Legal \$650.00 per hour
 - Principal Lawyer/Principal Consultant: \$550.00 per hour
 - Senior Lawyer/Senior Consultant: \$450.00 per hour
 - Junior Lawyer: \$350.00 per hour
 - Conveyancer/Paralegal: \$200.00 per hour
- d) For Australian clients, the amounts are in Australian Dollars. For New Zealand clients the amounts are in New Zealand dollars unless otherwise stated in the Engagement Letter.
- e) These amounts are exclusive of GST.
- f) Time will be charged in 6-minute intervals – with 6 minutes being the minimum interval recorded for professional services. For example, the time charged for an attendance of up to 6 minutes will be one unit and the time charged for an attendance between 7 and 12 minutes will be 2 units.
- g) For online payments, banks or payment platforms including Stripe, may charge a transaction fee. Any such fee is an amount you pay to the platform separate from of our Professional Fees.

10. Disbursements

In addition to Professional Fees, you agree to pay all Disbursements or outlays incurred by us in acting for you or acting in accordance with your instructions. They include:

- search fees;
- enquiry fees;
- registration fees;
- visa application fees;

- other application and third-party assessment fees;
- court and other filing fees;
- lodgement fees;
- all government revenue charges (including stamp duty);
- transaction specific banking charges;
- fees payable to third parties;
- witnesses' fees and expenses;
- postage, courier and messengers;
- transcript charges;
- printing and photocopying costs;
- fees of external lawyers we retain for you (including barrister's fees);
- travel expenses and accommodation costs.

We will advise you of any other payments required to be made, when we are in a position to do so.

11. Goods and Services Tax (GST):

Unless otherwise stated, the fees, other charges and disbursements are stated on a GST exclusive basis. We will determine the GST payable on our supply of services to you based on your tax resident status.

12. Billing arrangements

We will bill you weekly for professional fees and other charges calculated as per the terms of this Cost Agreement and will bill you upon completion of the matter(s) unless stated otherwise.

Where we are acting for more than one person on a particular matter each of you will be jointly and severally responsible for payment of all bills issued by us.

You consent to us delivering your bills electronically by email.

We may at any time suspend all work for you until payment in full of all our bills that are then due and received by us for all matters in respect of which you have retained us.

13. Trust Account

We operate a Trust Account in Queensland.

At the commencement of a matter, or thereafter from time to time, we may ask you to deposit money into our trust account to cover our anticipated Legal Costs.

We may require further advance payments to be made as the matter proceeds. By Law, we can only accept retainer payments into our trust account by electronic funds transfer (not credit card).

For online payments, banks or payment platforms, including Stripe, may charge a transaction fee. Any such fee is an amount you pay directly to the platform and is separate from our Professional Fees. This fee does not get deposited to the Trust Account and not trust money.

We are unable to commence work or continue work (as the case may be) on your behalf if these payments into trust are not made.

You authorise us to draw on all trust money held by us on your behalf to pay our Professional Fees, Disbursements and Outlays, third party fees, GST and any other amount due from you to us including such costs incurred but which we have not already paid if the relevant procedures or requirements under the relevant trust account rules under the Law are complied with.

You are not obliged to use our trust account for any transaction such as conveyancing, however sometimes this may be necessary in order to settle your transaction.

14. Failure to Pay our Bill

Our bills are payable on receipt. If you do not pay a bill within thirty (30) days of us giving you the bill, then you agree to pay to us interest on the outstanding amount starting the day after the due date at the rate prescribed under the Law.

You also agree that we may charge Legal Costs for all reasonable attendances needed to collect payment of outstanding debts on a time basis.

15. Solicitor's Lien

Subject to the relevant Law:

- we have a lien on all documents, funds and records in any form whatsoever in our possession until payment in full of all our bills for all matters in respect of which you have retained us; and
- we are entitled to retain for our records, copies of all documents which we give you, whether owned by us or not and to deal with them in accordance with the Confidentiality Clause below.

16. Legal Costs – Your Rights

You have the right to:

- Negotiate a costs agreement with us;
- Receive a bill of costs from us;
- Request an itemised bill of costs after you receive a lump sum bill from us;
- Request written reports about the progress of your matter and the Legal Costs incurred in your matter;
- Apply for Legal Costs to be assessed if you are unhappy with our Legal Costs;
- Apply for the Costs Agreement to be set aside;
- Accept or reject any offer we make for an interstate costs law to apply to your matter;
- Notify us that you require an interstate costs law to apply to your matter; and
- Be notified of any substantial change in the matters disclosed in this notice.

If there is a dispute or you are unhappy with costs, in the first instance you must raise any issues with us. Our email address is: admin@irlegal.lawyer

If you are not satisfied with the outcome, you can contact the regulatory authority, that being the Legal Services Commissioner or Law Society in the state or territory in which the services are being provided. We can provide you with the best contact details if you are unsure about who to contact.

17. Substantial changes to disclosure

We will inform you in writing as soon as reasonably practicable of any substantial changes to anything contained in the Costs Agreement as work progresses, including changes in the personal responsible for your matter.

18. Engagement of another lawyer or special advocate

If it is necessary for us to engage, on your behalf, the services of an external lawyer, a special advocate or a barrister to provide specialist advice or services, including advocacy services, or to act as an agent, we will consult with you as to the terms of that engagement, but you may be asked to enter into a costs agreement directly with that professional on a similar basis to the Costs Agreement between us.

19. Referrals

A referral fee is a sum of money or other reward paid directly or indirectly for the referral of your matter in accordance with a referral or partnership agreement. We may receive referrals, for which we may pay a referral fee. Or we may give referrals, for which we may receive a referral fee.

The referral or the payment or receipt of the referral fee has no impact on our professional fee structure, or the fees you must pay to us.

We make it very clear to referral partners that we owe our obligations and duties to our customers, and we do not act on referrals where a conflict of interest exists.

We do not allow any referrer to influence the nature, style and extent of our engagement.

You are under no obligation to accept a referral to our services, or to third party services we recommend. You may use the services of an alternative service provider.

20. Mail

We will not accept any responsibility if post or parcels sent from or to our office are lost and we are not liable for any loss or damage if post or parcels are lost in transit, to or from you.

21. Complaints

We aim to provide you with the best possible legal experience but if you have any questions or concerns about your transaction, we ask that you write to the lawyer who has carriage of your matter setting out your questions or concerns. Your questions or concerns will be addressed within two business days.

If you are not satisfied with the response, then we kindly ask that you escalate your matter to our Legal Practitioner Director by emailing to: admin@irlegal.lawyer

Failing that, you can seek assistance from your local regulatory authority.

22. Social Media Comments

You agree that you will not post any negative comments on social media sites or search engine review tools (for example Google) unless you have notified us of your concerns and we have failed to respond. We reserve the right to ask you to remove any material that you post if you fail to comply with this term. If you fail to comply with our request and your complaints are proven to be false, we reserve the right to claim any losses suffered as a result of your actions.

23. Apportionment of liability

If you claim compensation, damages or contribution from us for loss or damage arising from acts or defaults (including negligence) on our part and some or all of that loss or damage was due to or contributed to by:

- your own acts, omissions or defaults or by the acts, omissions or defaults of other persons for whose actions, omissions or defaults you are responsible; or
- the acts, omissions or defaults of one or more other persons, not being partners, employees or agents for whose conduct we are responsible,

then we will be liable only for that proportion of the loss or damage which our acts, omissions or defaults bear relative to the totality of the conduct of all persons causing or contributing to the loss or damage.

Where any law relating to proportionate liability applies to a claim against us, this clause does not seek to exclude the operation of that law but will continue to operate to the extent that its operation is consistent with that law.

24. Copyright and Retention of Documents

You have a right to use the documents we prepare for you only for the purposes for which they are supplied. Unless otherwise agreed, we retain the copyright in any documents that we prepare for you.

You consent to:

- your documents being held in electronic form;
- us destroying any paper duplicates at any time;
- us transferring your documents to you in electronic format.

At the completion of your matter and if all outstanding Legal Costs are paid:

- we may write to you to seek instructions about the collection or transfer of your documents without charge, or the destruction of your documents.

If you do not collect or provide instructions to transfer or destroy your documents, please note the relevant legislation provides that we may destroy a client document relating to a matter if—

- it is at least 7 years since the completion of the matter; and
- we have been unable, despite making reasonable efforts, to obtain instructions from you about the destruction of the document; and
- it is reasonable in the circumstances, having regard to the nature and content of the document, to destroy the document.

You should retain for safekeeping all original documents that are provided to you. You agree that we may destroy all documents and correspondence that we receive in hardcopy form, other than those original documents that are returned to you.

You agree that we may store documents and correspondence relevant to your matter electronically in servers hosted by third parties located outside of our premises.

25. Confidentiality

We will keep confidential all confidential information received from you in the course of the work, and persons performing work for you:

- will treat confidential information you give as being given only to them;
- may disclose confidential information within our law practice as required in order to perform the work; and
- will not disclose to you any confidential information known to third parties or any other personnel, even if such information might otherwise be information to which you are entitled to.

You understand and accept that our obligation to you with respect to giving you information is restricted by these provisions. Our law practice's personnel working for you will have an obligation to give advice only to you.

We may transfer material to our internal databases for learning and knowledge purposes. Before doing so, we will make reasonable efforts to ensure that confidential information is neither disclosed outside the law practice nor otherwise used inconsistently with the obligations referred to above.

26. Privacy

The Privacy Act 1988 (Cth), New Zealand Privacy 2020, and other privacy legislation applies when we collect, use and disclose information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion (personal information). You agree that we may manage your personal information in accordance with our Privacy Policy available on our website as amended from time to time.

In particular:

- we may collect personal information in the course of your instructions and while acting for you. This may include personal information about individuals who are employees, directors or principals of corporate clients. We ask you to assist us to make these individuals aware that our acting for you may involve collection of personal information about them;
- we may decide that it is necessary to conduct further searches and enquiries regarding the information you have provided us or more generally concerning you or your associates for our regulatory or prudential purposes. This may entail using some or all of the collected information to obtain additional information concerning you or your associates (including personal information in respect of individuals), from various other entities including, but not limited to, government agencies, law enforcement bodies, publicly available records, public registries, court or tribunal records, ratings agencies, search agencies and regulatory and licensing bodies.

We may use personal information in the course of acting for you and we may disclose personal information to our service providers or agents and to other organisations including other parties and government agencies responsible for processing transactions, but only to the extent necessary to perform the work and in accordance with our professional obligations, or as required by law.

If we do not collect such personal information or if you or others do not consent to us conducting such further searches or enquiries, we may not be able to carry out your instructions.

27. Ending our engagement

You may terminate our engagement and change solicitors by giving us written notice at any time. If you do so, you will be obliged to pay our Legal Costs as have been or are billed consequent upon termination and to which we may have a right to receive payment.

We may terminate our engagement:

- by giving you reasonable notice, except where our engagement is for a set duration;
- if any payment (including payment of a bill or money in advance) due by you to us under this Agreement is not paid on the due date;
- being unable to properly verify your identity or your authority to give instructions;
- unreasonably refusing to follow our advice;
- demonstrating a lack of confidence in us;

- if you do not provide timely, accurate and proper instructions; or
- if, by continuing to act for you, we would be required to act contrary to any legal, regulatory or professional conduct obligation or similar just cause.

Termination by us on any of those grounds does not prejudice or otherwise affect any solicitor's lien created under the terms of our engagement.

28. Jurisdiction and governing law

This Costs Agreement is governed by the Law of the state or territory with which the matter has a substantial connection. The applicable laws are:

- a. **for New South Wales, Victoria and Western Australia** – the Legal Profession Uniform Law Application Act 2014 (VIC & NSW), Legal Profession Uniform Law Application Act 2022 (WA) and the Legal Profession Uniform Law
- b. **for Queensland** – Legal Profession Act 2007 (QLD)
- c. **for South Australia** – Legal Practitioners Act 1981 (SA)
- d. **for Tasmania** – Legal Profession Act 2007 (TAS)
- e. **for Australian Capital Territory** – Legal Profession Act 2006 (ACT)
- f. **for Northern Territory** – Legal Profession Act 2006 (NT)
- g. **for New Zealand** – Lawyers and Conveyancers Act 2006 (NZ)
- h. and all relevant regulations

In the event of any dispute as to costs arising with us, the costs assessment scheme in Queensland is applicable unless you require an interstate cost law to apply to your matter.
