

Trinity Law

**Offer to Enter into
Legal Costs Agreement**

Trinity Law Pty Ltd (as trustee for MJM Service Trust)

(‘Firm’)

REFERENCE SCHEDULE

No	Item	Definition
1.	Date of Agreement	
2.	Firm	Trinity Law Pty Ltd as trustee for MJM Service Trust (t/a 'Trinity Law') ABN 63 109 823 132 c/ GPO Box 2705 Canberra City, ACT 2601
3.	Responsible Partner	
4.	Client	
5.	Client's Instructing Nominee	
6.	General Description	
7.	Guarantor	
8.	Scope of Legal Services	
9.	Range of Hourly Rates (inc GST)	Principal \$528 to \$704 Special Counsel \$462 to \$528 Senior Solicitor to Senior Associate \$352 to \$462 Solicitor \$253 to \$352 Law Clerk to Law Graduate \$110 to \$253 In each case depending on skills and experience.
10.	Professional Time Costs Estimate	<input type="checkbox"/> \$ (inc GST) plus Sundries and Disbursements <input checked="" type="checkbox"/> We are unable to estimate your fees but believe they will range between \$ and \$ (inc GST & Disbursements). Relevant variables include: 1. Your instructions 2. Actual time spent on the matter; and 3. The attitude of the other side or third parties
11.	Sundries (Photocopying, Printing, Telephone Calls & Faxes (inc GST))	\$50.00 being for all normal non-urgent unregistered postage costs (excepting Express Post), facsimile costs, and photocopying (up to 100 pages, beyond which an additional charge of \$.25 per page will be levied).
12.	Archiving fees	1. Storage \$44.00 to store a standard file containing less than 100 pages for up to 7 years. For larger files (>100 pages), a greater fee will apply, depending upon size of the file. 2. Retrieval \$44.00 for retrieval of a file from archive area.

ACCEPTANCE OF OFFER

Company

Executed by)
)
in accordance with s 127 of the)
Corporations Act 2001:)

Individual

Signed by)
In the presence of)
)

.....
Signature of Witness

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Name of Witness

.....
Name of Director/ Secretary

.....
Name of Director

Guarantor

Signed by)
In the presence of)
)

.....
Signature of Witness

.....
Name of Witness

BACKGROUND

No	Detail
A.	This is an offer by the Firm to the Client made pursuant to the Act to enter into a costs agreement.
B.	If accepted by the Client: <ol style="list-style-type: none"> i. this offer will constitute an agreement in relation to Legal Costs, Sundries and Disbursements; and ii. subject to the Act, it will also be capable of being enforced in the same way as any other contract.
C.	The Client may accept this offer by either: <ol style="list-style-type: none"> i. signing and returning this document (or a copy of this document) to the Firm before the Firm provides Legal Services; or ii. by instructing or continuing to instruct the Firm after the Client has received this offer – in which case the Client's conduct will be regarded as constituting an acceptance of this offer.

OPERATIVE CLAUSES

1. **DEFINITIONS AND INTERPRETATION** (7) **GST Law** has the same meaning as in the *A New Tax System (Goods & Services Tax) Act 1999 (Cth)*.
- Definitions**
- 1.1 Words in the Reference Schedule have the same meaning as if set out adjacent to this Definitions section. (8) **Itemised Bill** has the same meaning as in the Act and means a bill that states in detail how the Legal Costs, Sundries and Disbursements are calculated in such a way that it would allow them to be reviewed under division 3.2.7 of the Act.
- 1.2 In this Agreement: (9) **Law Practice** has the same meaning as in the Act and means either an Australian legal practitioner who is a sole practitioner (and carries on that practice either as a barrister or solicitor), a law firm, a multidisciplinary partnership, and an incorporated legal practice.
- (1) **Act** means the *Legal Profession Act 2006 (ACT)*. (10) **Legal Costs** means the amounts to be paid to the Firm for the provision of Legal Services, but excludes Disbursements and Sundries.
- (2) **Agreement** means the contract coming into existence when the Client accepts the terms of this offer. (11) **Legal Services** has the same meaning as it does in the Act and means work done, or business transacted, in the ordinary course of legal practice.
- (3) **Bill** means either an Itemised Bill or a Lump Sum Bill. (12) **Lump Sum Bill** has the same meaning as it does in the Act and means a bill that describes the Legal Services to which it relates and states the total amount of the amount which is assessed as payable.
- (4) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made. (13) **Professional Time** is the time spent by professional staff of the Firm during the provision of Legal Services, and includes work undertaken by solicitors, law clerks and other staff.
- (5) **Disbursements** are all expenses incurred on the Client's behalf by the Firm (but excluding Sundries) which are incurred in the course of the matter. They include (but are not limited to): (14) **Recipient** means the recipient of any Supply under this Deed.
- (a) filing and other Court fees;
- (b) registration fees;
- (c) barrister's fees;
- (d) medical or other report fees;
- (e) document production fees;
- (f) expert's fees, travel and accommodation expenses;
- (g) bank charges;
- (h) enquiry fees;
- (i) search fees;
- (j) process server fees;
- (k) transcript fees;
- (l) agent's fees;
- (m) witness fees and expenses;
- (n) investigator's fees; and
- (o) government charges, and taxes or duties (excluding GST applicable on the supply of Legal Services). (15) **Sundries** means the items referred to in Item 11 of the Schedule.
- (6) **GST** means: (16) **Supply** means any supply (as defined in GST Law) made by a Party under this Deed.
- (a) the same as it does in the GST Law; (17) **Supplier** means any Party making supply under this Deed.
- (b) any other goods and services tax, applying to this transaction in a similar way; and (18) **Trust Account** means the trust account notified by the Firm from time to time.
- (c) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax. (19) **Website** means www.trinitylaw.com.au.
- (20) **Web Version** of this Agreement means the version published
- 1.3 **Interpretation**
- In this offer, reference to:
- (1) one gender includes the others;
- (2) the singular includes the plural and the plural includes the singular;
- (3) a person includes a body corporate;
- (4) a clause, annexure or schedule is a reference to a clause in, or an annexure or schedule to, this offer;

- (5) a document (including this offer) includes any amendment or replacement of it;
- (6) a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (7) a party includes the party's executors, administrators, successors and permitted assigns;
- (8) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (a) that Statutory Provision as amended or re-enacted from time to time; and
 - (b) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
- (9) money is to Australian dollars, unless otherwise stated;

1.4 "Including" and similar expressions are not words of limitation.

1.5 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.6 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not form part of this offer or affect its interpretation.

1.7 A provision of this offer must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the offer or the inclusion of the provision in the offer.

1.8 If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.9 A provision, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

1.10 A provision, representation or warranty by two or more persons binds them jointly and each of them individually;

2. ACCEPTANCE AND VARIATION OF AGREEMENT

2.1 This Agreement:

- (1) applies to each and every request for Services the Client; and
- (2) may not be varied by the Client except with the Firm's prior written agreement; and
- (3) applies to the exclusion of all others terms and conditions, whether implied by law or otherwise.

2.2 Any request for Services by the Client will be deemed acceptance of this Agreement.

2.3 The Firm may, by giving reasonable prior notice, vary this Agreement, either by writing to the client, or by updating the Web Version of this Agreement.

2.4 The Client may elect, upon receipt of any variation to terminate this Agreement by notice in writing to the Firm.

2.5 Any instructions being given by the Client to the Firm after notice of a variation has been given, or within 14 days of an updated Web Version of this Agreement being published will be deemed as an acceptance by the Client of the variation.

3. CLIENT ACKNOWLEDGEMENTS

3.1 The Client warrants that:

- (1) it has read and understood this Agreement;
- (2) it has been advised to seek legal advice and other advice on this Agreement;
- (3) it has had sufficient opportunity to seek legal and other advice on this Agreement;
- (4) all of the information it has supplied and will supply to the Firm is true, correct and complete;

(5) it has entered into this Agreement freely and voluntarily; and

(6) this Agreement constitutes a valid and binding agreement on the Client.

4. NEGOTIATION OF COSTS AGREEMENT

4.1 The Client is entitled to negotiate the entry of a costs agreement with the Firm, and may negotiate terms and conditions which differ from those outlined in this offer provided that those terms and conditions comply with the provisions of the Act.

5. CLIENT INSTRUCTIONS

Multiple Clients

5.1 Where two or more Clients have jointly retained the Firm, each Client warrants that the Firm will be able to obtain and rely on instructions given by any one Client, unless the Firm has received contrary instructions in writing.

Corporate Clients & Business Partnerships

5.2 Where the Client is an incorporated entity or carries on business in partnership with others, the Client warrants that the Client's Instructing Nominee has the actual authority of the corporate entity or partnership to instruct the Firm on the Client's behalf.

6. LEGAL COSTS

Professional Costs

6.1 Legal Costs will be calculated as a function of:

- (1) the Professional Time spent on a matter; and
- (2) the relevant Hourly Rates.

6.2 The firm will record the Professional Time it spends providing Legal Services on a matter in six minute units. Where Legal Services are provided on a given occasion and less than six minutes of Professional Time is spent, the minimum amount charged to the matter will be one unit.

Disbursements & Sundries

6.3 In the course of a matter, it is usual for the Firm to incur Disbursements on the Client's behalf. The Client must pay for any such Disbursements when required by the Firm. The client must also pay for Sundries.

Estimate of Professional Costs

6.4 If the first option has been chosen in Item 10 of the Reference Schedule, the figure referred to constitutes the Firm's best available estimate of prospective Legal Costs that can be made at this time, however the Firm notes that the Client's Legal Costs may vary dramatically given that:

- (1) any estimate is based on information which may be incomplete; and
- (2) the time actually spent on the matter will often be contingent on the acts and attitudes of other parties, which cannot necessarily be predicted in advance.

6.5 If the second option has been chosen in Item 10, at this preliminary stage it is not reasonably practicable to estimate the total Legal Costs, Sundries and Disbursements which may be payable in this matter. The major variables are as set out in the Reference Schedule. At this time the Firm estimates that Client's Legal Costs may range between the upper and lower limits in item 10 of the Reference Schedule.

Ongoing Disclosure Regarding Costs

6.6 The Firm will notify the Client in writing of any substantial change in the matters outlined in this offer as soon as is reasonably practical after becoming aware of the relevant change.

6.7 Specifically, the Firm will advise the Client of any changes in circumstances which will have a bearing on the cost estimate provided as part of this offer.

Limitations on Legal Costs

6.8 If by the operation of the *Civil Law (Wrongs) Act 2002 (ACT)* or other legislation the Firm is precluded from levying Legal Costs of a certain type or amount, then the total amount

charged by the Firm will accordingly reflect any such limitation or limitations.

Change in Legal Costs

6.9 The Firm's fees are subject to review and will change from time to time. When engaging our services, the Client agree that all reasonable increases in the Firm's fees, once advised to the Client, will be taken to be a variation of any contract coming into existence following the acceptance of this offer.

6.10 Any increase in fees will not be applied prior to the Client being notified of an increase in the Firm's Hourly Rates.

Recoverable Costs

6.11 Where the provision of Legal Services includes representing the Client in litigated matters before a Court or Tribunal, the relevant body may award costs to the successful party.

6.12 In the event that the Client is successful in the proceedings, they may be entitled to recover a certain proportion of their legal fees from the unsuccessful party. The range of costs that may be recoverable will generally include all costs necessarily and reasonably incurred in the conduct of the matter as calculated in accordance with a fixed scale. An order for the payment of costs in the Client's favour will not necessarily cover all the costs owed to the Firm, unless the Court specifically so orders.

6.13 Where costs become recoverable by the Client, the Client shall not be entitled to deduct or otherwise off-set that amount from the amounts owing to the Firm under the Agreement. However if costs are or subsequently become recoverable, the Client authorises the Firm to seek recovery of those costs and for any money subsequently recovered to be paid into the Firm's Trust Account.

6.14 In the event that the Client is unsuccessful in an action, they may be obliged to pay the costs which have been incurred by the other party. Alternatively, the Client may agree to pay another party's legal costs in order to settle the relevant dispute. In such cases the Client will, in addition, be required to pay Legal Costs, Sundries and Disbursements as calculated in accordance with this offer.

Retaining Other Practitioners

6.15 During the currency of the Agreement, it may be necessary to engage another Law Practice in order to properly conduct the matter on a Client's behalf. Where the Firm views this to be necessary it will advise the Client of this fact and will seek their instructions prior to retaining the other Law Practice.

6.16 Prior to engaging the other Law Practice, the Firm will provide to the Client in writing:

- (1) the information relating to costs and billing arrangements of the other Law Practice; and
- (2) all other information of a general nature relating to the provision of Legal Services and the Client's rights and obligations.

6.17 However, where the circumstances that require the engagement of another Law Practice are urgent, the information referred to in the previous clause may be communicated to the Client orally, and will then be subsequently confirmed in writing as soon as practical afterwards.

Billing

6.18 The Client's obligation to make payment is contingent on the Firm rendering a Bill detailing sums owed to date for the provision of Legal Services.

6.19 The Firm will render Bills:

- (1) on a monthly basis; or
- (2) on the termination of our retainer; or
- (3) at times as otherwise agreed.

6.20 The Firm reserves the right to render a Bill for Disbursements at any time.

6.21 Once rendered, all Bills are payable on or before 14 days of the date of our Bill, unless otherwise agreed.

6.22 Where the Firm renders a Lump Sum Bill, the Client may request an Itemised Bill within 90 days after the day they received the Lump Sum Bill where the relevant Lump Sum Bill exceeds \$1,500 (excluding Disbursements and exclusive of GST), or exceeds such other higher sum as is prescribed by regulation from time to time. The Client will not be charged for this service.

6.23 The Client is not entitled to request an Itemised Bill following the receipt of a Lump Sum Bill unless the amount of the Bill exceeds \$1,500 (excluding Disbursements and exclusive of GST), or exceeds such other sum as is prescribed by regulation from time to time.

Interest

6.24 The Firm will charge interest where any Bill remains unpaid for more than 30 days from the date of the Bill; and

6.25 Interest will be calculated daily at a rate of 7.5% per annum on the unpaid balance of a Bill.

6.26 The interest rate referred to in this clause is a specific interest rate and is not a rate of interest for the time being which is equal to (or worked out by reference to) a rate of interest determined and publicised by a third party.

Commencement of Proceedings

6.27 If payment is not made:

- (1) within 90 days of receiving a Lump Sum Bill; or
- (2) within 30 days of receiving an Itemised Bill; or
- (3) within 30 days of receiving an Itemised Bill issued under clause 6.21 after a request was made following the original receipt of a Lump Sum Bill,

the Firm reserves all of its rights with respect to the commencement of legal proceedings to recover outstanding sums.

6.28 However, in the event that the Client is to leave the Australian Capital Territory within the periods specified in the preceding clause, the Firm reserves its right to commence proceedings at any time following the failure to pay a Bill on the specified payment terms.

Retention of File

6.29 The Firm will retain possession of the Client's file, any documents, and any moneys held in trust during the time in which any moneys remain owing to us for our Legal Costs, Sundries, and/or Disbursements.

7. SECURITY & PAYMENT FROM TRUST MONEYS

7.1 The Firm may require the provision of reasonable security for the payment of Legal Costs, Sundries and Disbursements (including security for the payment of interest on unpaid Legal Costs), and may refuse to act or may stop acting for the Client if they fail to provide the requested security.

7.2 For the purposes of the preceding clause, the form of security requested may include (but is not limited to) security by way of payment of a specified amount into the Trust Account or a controlled money account. It may also be taken by means of any combination of registered mortgage, fixed or floating charge, pledge, lien, and other security interests in property.

7.3 Where money is paid into the Trust Account or controlled money account, by accepting this offer the Client authorises the Firm to withdraw from the relevant account:

- (1) sums which are required to be paid to third parties as Disbursements; and
- (2) amounts for the payment of Legal Costs, Sundries, and of Disbursements previously paid by the Firm on the Client's behalf.

7.4 Subject to clause 7.5, the procedure for withdrawing trust money for the purposes of payment of Legal Costs, Sundries and such Disbursements as are already paid by the Firm to a third party is as follows:

- (1) the Firm will provide the Client with a Bill invoicing the amount owing;
- (2) if the Client has not objected to the withdrawal from the Trust Account by no later than 7 days

after the initial Bill is given, the Firm will proceed to withdraw the funds for the purposes of payment; and

- (3) if the Client has objected by no later than 7 days after being given the Bill, but has not applied for a review of Legal Costs under the Act within 60 days after being given the bill, the Firm will proceed to withdraw the funds for the purposes of payment.

7.5 Notwithstanding any other provision in this offer, if at any time an amount is determined to be payable under the contract coming into existence following the acceptance of this offer, whether by court order, administrative assessment or otherwise, by accepting this offer the Client authorises the Firm to withdraw from the Trust Account moneys in part or full satisfaction of that declared debt (which may include costs and interest).

8. COSTS REVIEW

8.1 In the event that the Client wishes to dispute all or any of the Legal Costs, Sundries or Disbursements charged by the Firm, the Client agrees that they will raise any concerns with the Firm in a timely manner and that the Client will use their best endeavours to resolve the matter through negotiation. The persons with whom the Client may discuss the issue of disputed costs must be a Partner/Principal of the Firm.

8.2 Notwithstanding the preceding clause, the Client may independently apply to the Supreme Court of the Australian Capital Territory on the following bases:

- (1) an application may be brought under s 288 of the Act for an assessment of whether the cost Agreement is fair, just, and reasonable; or
- (2) an application may be brought under s 294A of the Act for a review of any Legal Costs invoiced or paid. The Court is entitled to consider whether it was reasonable to carry out the relevant services, whether the work was carried out in a reasonable way, and whether the costs incurred are fair and reasonable in the circumstances.

8.3 Subject to an extension of time being granted by the Court, an application referred to in clause 8.2 (2) must be brought no later than 12 months after:

- (1) the day a Bill is given or the request was made for payment; or
- (2) the day the cost were paid if neither a bill was given or a request was made.

9. PROGRESS REPORTS

9.1 Subject to clause 9.3, the Client may request that the Firm provide the Client with a written report outlining the progress of their matter to date. The time spent in preparing this report will be Professional Time.

9.2 Subject to clause 9.3, the Client may request a written report outlining their Legal Costs incurred to date, or incurred since their last Bill (if any). The Client will not be charged for the provision of this service.

9.3 A request under clauses 9.1 and 9.2 must be reasonable in the circumstances, having regard to matters such as the frequency of requests of the relevant type, the complexity and length of the matter, and other relevant matters.

10. TERMINATION

10.1 The Client is entitled to terminate the Agreement at any time by the provision of written notice to the Firm. In this case the Client will be billed in accordance with clause 6.18 for our Legal Costs, Sundries and Disbursements incurred to the date of termination.

10.2 The Firm is entitled to terminate the Agreement (with immediate effect) by the provision of written or oral notice where:

- (1) the Client has failed to pay a Bill within the period prescribed for payment; or
- (2) the Client has failed to comply with a request for the provision of security under clause 7.1; or

(3) the Client has failed to provide the Firm with instructions which are proper, accurate, reasonable, truthful, or timely; or

(4) the Client has indicated that the Firm has lost its or their confidence; or

(5) the Client has unreasonably refused to follow the Firm's advice in relation to the matter; or

(6) the Firm wishes to renegotiate the terms of the Agreement, and the Client declines to accept the terms of the renegotiated retainer; or

(7) the Firm discovers that a conflict of interest exists or has subsequently arisen.

10.3 The Firm will not be liable for any losses, damages, costs and expenses of whatsoever nature or description that may otherwise result from a termination under clause 10.

11. RETENTION OF DOCUMENTS

11.1 After a matter is complete, the Firm will retain any papers to which the Client is entitled (but which are left in our possession) for a period of no more than 7 years. By accepting this offer, the Client authorises the Firm to destroy the file 7 years after the date of our final account.

11.2 Notwithstanding the preceding clause, the Firm will not destroy any documents that it holds on a Client's behalf in safe custody.

11.3 The Firm discloses that it may outsource the archiving of the documents, to either a third party, or to an entity which is a related party of the Firm, and the Archiving storage and retrieval fees (the amount of which is to be charged to the Client is outlined at item 12 of the reference schedule) may be paid to those parties.

12. GST

Taxable Supply

12.1 If any Supply made in accordance with this Deed is a taxable Supply, the Supplier may, in addition to the consideration for the Supply, recover an additional amount on account of GST from the Recipient.

Additional amount

12.2 The additional amount on account of GST referred to in clause 12.1:

- (1) is equal to the consideration payable by the Recipient for the relevant Supply multiplied by the prevailing GST rate; and
- (2) is payable not later than 14 days from the day the Supplier gives notice to the Recipient.

13. GUARANTEE AND INDEMNITY

13.1 In consideration of the Client entering into this Agreement with the Firm, each Guarantor agrees to guarantee and indemnify the Firm as follows:

- (1) to pay to the Firm on its written demand all moneys payable pursuant to the Agreement which are not paid by the Client within 14 days of the date for each payment; and
- (2) perform all other obligations of the Client under the Agreement upon the Firm on its written demand if it refuses or fails to do so within 14 days of the due date for performance.

13.2 The Firm may without affecting this guarantee grant time or other indulgence or compound or compromise with or release the Client or any other person or corporation (including any person or corporation liable jointly with us or severally in respect of any other guarantee or security).

13.3 Each Guarantor indemnifies the Firm against any loss which the Firm may incur because the Client may have exceeded the Client's powers or may be incompetent to enter into the Agreement and against any loss which the Firm may incur by reason of the Client going into liquidation or becoming bankrupt.

- 13.4 If any payment made by the Client to the Firm in reduction of the amount owing under the Agreement is subsequently avoided by reason of any statutory provision our liability to the Firm shall be deemed not to have been discharged and the Guarantor, the Firm, and the Client as between themselves will be deemed to have had restored to them the rights and obligations which they each would have had if such payment had not been made.
- 13.5 Any demand or notice under this Guarantee may be made in writing signed by the Firm or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the Guarantor's address set out above. If posted, such notice or demand is deemed to be properly given on the day next following the day of posting.
- Indemnity**
- 13.6 As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Firm against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, a breach by the Client of this Agreement. It is not necessary for the Firm to incur expense or make payment before enforcing that right of indemnity.
- 14. PRIVACY**
- 14.1 In respect of Personal Information held by the Firm in connection with this Agreement and subject to clause 14.2 of this Agreement, the Firm agrees:
- (1) to comply with the Privacy Act and the Australian Privacy Principles in force under the Privacy Act;
 - (2) to use Personal Information only for the Permitted Purposes;
 - (3) not to disclose Personal Information without the written authority of the Client except for the Permitted Purposes;
 - (4) not to transfer Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Client;
 - (5) to maintain a privacy policy on access to and correction of Personal Information, and other matters, that complies with the Australian Privacy Principles;
 - (6) to ensure that any employee and agent requiring access to any Personal Information is under a legal obligation not to access, use, disclose or retain the information except in performing their duties of employment or engagement (as applicable) and is informed that failure to comply with this undertaking may be a criminal offence;
 - (7) to notify the Client immediately if the Firm becomes aware of a breach of this clause by itself or by any of its employees and agents; and
 - (8) to include equivalent provisions (including this clause) in any subcontract.
- 14.2 The Client acknowledges that information relating to the Client that is required to complete a conveyancing or other transaction, including the Client's Personal Information, may be disclosed to the Revenue Office, Land Registry, Registrar and third parties, including banking institutions, in order to complete the Conveyancing or other transaction. These organisations and institutions may be located overseas of have parts of their processing team located overseas. The Client consents to the disclosure of that information to any of those recipients, including to those that are overseas.
- 14.3 Despite any other provision in this Agreement, the Client agrees and acknowledges that the Firm may disclose and report any information provided by or relevant to a Client and in particular if the Client breaches their obligations under this Agreement to pay their Legal Costs on time, and in accordance with this Agreement, to a credit reporting agency and may obtain and rely on any report it obtains from them in relation to the Client.
- 14.4 In this clause, the following words have the following meanings:
- (1) 'Australian Privacy Principles' has the meaning given in the Privacy Act;
 - (2) 'Personal Information' has the meaning given in the Privacy Act;
 - (3) 'Permitted Purposes' means any purpose in connection with the Firm fulfilling its obligations or exercising a right under this Agreement; and
 - (4) 'Privacy Act' means the *Privacy Act 1988* (Cth).
- 14.5 The Firm's privacy policy can be found on the Firm's website, located at www.trinitylaw.com.au.
- 15. GENERAL PROVISIONS**
- Governing Law**
- 15.1 This Agreement is governed by the law in force in the Australian Capital Territory and each party submits to the exclusive jurisdiction of the courts of the Australian Capital Territory.
- Corresponding Law**
- 15.2 Subject to clause 15.3, the Client may elect to have the provision of Legal Services by the Firm governed by the professional standards legislation of another Australian jurisdiction.
- 15.3 An election may be made where:
- (1) the Legal Services to be provided by the Firm will be provided completely or primarily in another jurisdiction, and/or the matter has a substantial connection with another jurisdiction; and
 - (2) the Client elects to sign under the professional standards legislation of another jurisdiction a written agreement providing that the law of that jurisdiction is to apply; or
 - (3) the Client notifies the Firm pursuant to the terms of the professional standards legislation of another jurisdiction (within the time allowed by that legislation) that the Client requires the corresponding provisions of that jurisdiction to apply to the relevant provision of Legal Services.
- Notices**
- 15.4 Subject to any other contrary legal provision, the address of each party as referred to in this offer or as notified to one another from time to time will be the address of that party for the service of notices or other communications associated with this offer.
- 15.5 Any notice may be effected by personal delivery, or by facsimile, or by post, and if by post the date of service will be deemed to be 2 business days after the day of posting.
- 15.6 If the Client provides an email address to be used for correspondence or general communication between the Firm and the Client, the Client consents to receiving tax invoices from the Firm by email to the email address supplied, subject to the Client's instructions to the contrary.
- Entire Agreement**
- 15.7 The Agreement will constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- Severability**
- 15.8 If any part of a provision of the Agreement is unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Agreement will have full force and effect, and the validity or enforceability of the Agreement in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Agreement or is contrary to public policy.