

NOTICE OF FILING

Details of Filing

Document Lodged:	Affidavit - Form 59 - Rule 29.02(1)
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	28/11/2024 2:00:44 PM AEDT
Date Accepted for Filing:	3/12/2024 8:22:38 AM AEDT
File Number:	NSD129/2022
File Title:	GINA EDWARDS v NINE NETWORK AUSTRALIA PTY LIMITED & ORS
Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Form 59
Rule 29.02(1)

Affidavit of Rebekah Giles

No. NSD129 of 2022

Federal Court of Australia
District Registry: NSW
Division: General

Gina Edwards

Applicant

Nine Network Australia Pty Ltd

First Respondent

TCN Channel Nine Pty Ltd

Second Respondent

Steve Marshall

Third Respondent

Affidavit of: **Rebekah Ruth Giles**
Address: Suite 7.01, 135 King Street, Sydney
Occupation: Principal
Date: 21 November 2024

I Rebekah Giles, principal of Giles George Pty Ltd say on oath:

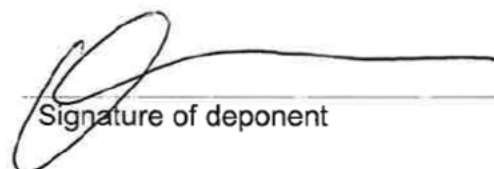
1. I am a principal of the intervening party Giles George Pty Ltd (**Giles George**) and I am authorised to make this affidavit.
2. I make this affidavit in support of Giles George's application for leave to intervene in Ms Edwards' application for a lump sum costs order.
3. I exhibit a bundle of documents which will be referred to by page number in "**Exhibit RG-1**".

Filed on behalf of (name & role of party)	Intervening Party
Prepared by (name of person/lawyer)	Joe Rose
Law firm (if applicable)	Rose Legal
Tel (02) 8089 3167	Fax
Email	joe.rose@rose-lawyers.com
Address for service (include state and postcode)	Level 21, 133 Castlereagh Street Sydney NSW 2000

4. On 8 October 2021, I accepted instructions to act for Ms Edwards in connection with her complaint that she had been defamed by the broadcast of a segment on the Nine Network's A Current Affair television program and subsequent media articles.
5. On 1 March 2022, I sent an email to Ms Edwards attaching a costs agreement. A copy of this email and the enclosed costs agreement is at **page 1-9 of Exhibit RG-1**.
6. On the same day, Ms Edwards replied to my email, returning the costs agreement marked with her electronic signature. A copy of this email and the enclosed costs agreement is at **page 10-19 of Exhibit RG-1**.
7. On 14 February 2023, I instructed my employed associate Alanah Tannous to email Ms Edwards a revised version of the costs agreement, correcting an error in clause 4.5 with respect to the uplift fee. A copy of this email and the revised costs agreement is at **page 20-29 of Exhibit RG-1**.

Sworn by the deponent
at SYDNEY
on 21 November 2024
Before me:

)
)
)
)
)


Signature of deponent



Signature of witness

Bronte Callaghan, Solicitor

No. NSD129 of 2022

Federal Court of Australia

District Registry: New South Wales

Division: General

GINA EDWARDS

Applicant

NINE NETWORK AUSTRALIA PTY LIMITED

First Respondents

TCN CHANNEL NINE PTY LIMITED

Second Respondent

STEVE MARSHALL

Third Respondent

Exhibit RG-1

This is the exhibit marked '**Exhibit RG-1**' produced and shown to **Bronte Callaghan** at the time of swearing her affidavit on **21 November 2024**.

Before me:



.....

Bronte Callaghan

Solicitor

From: [Rebekah Giles](#)
To: [Gina Edwards](#)
Cc: [Helen Turner](#)
Subject: Cost Agreement to Ms Gina Edwards
Date: Tuesday, 1 March 2022 5:13:54 PM
Attachments: [Cost Agreement to Ms Gina Edwards 8.10.2021.pdf](#)
[image001.png](#)

Hi Gina

I don't seem to have a cost agreement on file for you.

See attached. Basically, we won't charge you unless you get a costs order or settle the case and receive monies for costs.

Regards

Rebekah Giles

(Principal Director)

(t) 1300 204 602

(m) 0413 583 316

Sydney + Melbourne

(the company you keep)

Reputational Risk Lawyer of the Year (Australia) 2019, 2020, 2021 and 2022

Global Law Experts

www.companygiles.com.au <<http://www.companygiles.com.au>>

Liability is limited by a scheme approved under Professional Standards Legislation.

This email (including any attachments) may contain confidential and/or legally privileged information. Confidentiality or privilege are not waived by receipt in error. If you are not the intended addressee, any use, distribution, disclosure or copying of this email is strictly prohibited. IMPORTANT FRAUD ALERT Legal regulators have reported an increasing occurrence of fraudsters intercepting emails and inserting their bank account details in place of the intended account details. To mitigate this risk, you must not deposit or transfer funds using account details provided by us (or anyone else) via email only. If you receive such an email, phone our office and verify the account details first.



(Your ref)

(Our ref) 21RRG0275

(Date) 8 October 2021

(Sent by) Email

Company (Giles)

Private and Confidential

By email: g.edwards@wentworthchambers.com.au

Ms Gina Edwards
Ground Floor Wentworth Chambers
180 Phillip Street
SYDNEY NSW 2000

Dear Gina

Costs Agreement

1. Introduction

- 1.1. Before commencing work, we set out in this letter the general terms on which we accept your instructions.
- 1.2. This document, together with the Company Giles General Terms of Business, sets out the terms of Company Giles' offer to provide legal services to you (**offer**) and constitutes Company Giles' costs disclosure and the terms of any costs agreement (**Costs Agreement**) between you and Company Giles pursuant to the *Legal Profession Uniform Law (NSW)* (**Uniform Law**).

2. Background and Scope of Work

- 2.1. We confirm you have informed us that you require legal advice and representation in relation to an A Current Affairs broadcast and subsequent media articles (**scope of work**), (together, the **matter**).
- 2.2. We will undertake only the work set out above or changes that are agreed from time to time in writing.
- 2.3. Please let us know if our understanding of your instructions in respect to the scope of work is incorrect or inaccurate.

3. Assumptions

- 3.1. We have made the following assumptions in describing the work we will do:
 - (a) our ability to undertake the work is contingent on you providing us with the required information, documents and background material that we may require in order to progress the work;
 - (b) you will be available to provide us with timely, full and clear instructions in relation to the work;
 - (c) you will act reasonably in relation to any proposed resolution of the matter.

If there are any other assumptions that we make in relation to the work we will do for you, we will set this out in our further communication we have with you.

4. Legal costs

4.1. Subject to the remainder of clause 4 and clause 7, we have agreed that we will not charge you for professional fees for the work. We will, however, keep a record of the number of hours we spend performing the work.

4.2. If:

- (a) you require us to perform any legal or professional services that is outside the work detailed in clause 2.1 (**New Work**); or
- (b) the work detailed in clause 2.1 or your instructions to us change in a way that results in a significant change to anything we have previously disclosed and agreed, including this Agreement (**Changed Work**),

then, we reserve the right to charge our regular professional fees in respect of that New Work or Changed Work (as the case may be), even in circumstances where we have agreed that there will be no legal costs in relation to legal or professional fees for the New Work or Changed Work, and will provide you a cost estimate for that New Work or Changed Work (as the case may be) as soon as reasonably practicable.

For the avoidance of doubt, where there is New Work or Changed Work, this may be the subject of a separate engagement agreement and may not necessarily be a no legal costs engagement. If we decide that any New Work or Changed Work will be a no legal costs basis, we will confirm that in writing and the terms of this Agreement will apply to such New Work or Changed Work as if the New Work and Changed Work is work.

4.3. In addition to circumstances of New Work and Changed Work contemplated in clause 4.2 we will only ask you to pay our regular professional fees for the work if any of the circumstances contemplated in clause 7 occur.

4.4. Our regular professional fees are:

\$725 plus GST per hour for a principal;

\$450 plus GST per hour for a senior lawyer;

\$400 plus GST per hour for a junior lawyer;

\$300 plus GST per hour for a graduate;

\$250 plus GST per hour for a paralegal;

\$150 plus GST per hour for an administrative assistant.

4.5. In the event that proceedings are commenced against you and you successfully defend the proceedings and obtain and recover a costs order in your favour, we will charge you an additional 25% "uplift" on our regular professional fees.

Disbursements

4.6. We agree that incidental disbursements will be absorbed by us. However, we may incur material expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include, but are not limited to:

- (a) External copying, printing, scanning and digital document services fees;
- (b) Search fees;
- (c) Enquiry fees;
- (d) Court filing fees;

- (e) Process servers;
 - (f) Experts' reports and expenses;
 - (g) Investigator expenses;
 - (h) Witness expenses;
 - (i) Travel expenses;
 - (j) Transcript fees;
 - (k) Barrister fees;
 - (l) Interpreter fees;
 - (m) Media consultants;
 - (n) Digital consultants.
- 4.7. You will be responsible to pay all disbursements other than our internal expenses as and when requested from time to time by us. Company Giles reserve the right to include the accounts of third-party suppliers in our tax invoice to you for payment. Please note that Company Giles may act as an agent in the payment of disbursements.
- 4.8. Counsel will provide a separate fee agreement concerning their fees in this matter.
- 4.9. If you require other services, we will draft a separate estimate of our fees in relation to these services and provide it to you for your approval.

5. Obligations concerning payment

- 5.1. All payments made under this Agreement shall be made in cleared funds, without any deduction for or on account of any taxes and withholdings of any nature imposed by any government agency or other authority except as required by law. If you are required by law to make any such deduction, you will pay us such additional amounts as are necessary to ensure that we receive the full amount payable to us that we would have received but for the deduction.

6. Right to cease work

- 6.1. In addition to the reason for ending our engagement set out in our General Terms of Business, we may end our engagement with you by giving you written notice for the following reasons:
- (a) in our opinion, further pursuit of a relevant matter is pointless and/or that matter is likely to be unsuccessful and you wish to proceed with that matter against our advice;
 - (b) you otherwise do not follow our professional advice or act in a manner that we consider prejudicial to the firm's reputation;
 - (c) you hinder the conduct of a relevant matter and/or make in our view unreasonable or unnecessary demands concerning the conduct of that matter;
 - (d) the representations made by you about your financial or other circumstances at the time of applying for assistance are found to be incorrect;
 - (e) we no longer consider it appropriate to undertake the work;
 - (f) you do not maintain contact with us;

11. Instructions

- 11.1. We may receive and rely on instructions from you. We may proceed at all times to act on instructions from you.

12. Acceptance of Offer

- 12.1. You will be deemed as having accepted the terms of the Offer (including the limitation of liability contained in Clause 12 of the General Terms of Business) and as having entered into the Costs Agreement by:
- (a) signing and returning a copy of this document to us where provided for; or
 - (b) where you do not return a signed copy of this document, then by merely continuing to instruct us.
- 12.2. Upon acceptance you agree to pay for our services on the terms of the Costs Agreement. Until we have this written agreement from you, we cannot commence the Scope of Work.
- 12.3. We look forward to receiving an executed copy of this Costs Agreement for our file, failing which we will rely on paragraph 12.1(b) above.
- 12.4. We look forward to receiving an executed copy of this Costs Agreement.

Yours faithfully
COMPANY GILES



Rebekah Giles
Principal Director

If you are signing on behalf of the client, you confirm that you are authorised to do so.

Dated:

Client:

General Terms of Business

1 Acceptance of Offer

You may accept the Costs Disclosure and Costs Agreement by: a) signing and returning this document to us or: b) continuing to instruct us. Upon acceptance you agree to pay for our services on these terms.

2 Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice.

3 Interest Charges

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("Uniform General Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

4 Recovery of Costs

The Legal Profession Uniform Law (NSW) ("the Uniform Law") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been given to you.

5 Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing (e.g. task based or time based);
- (c) request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- (d) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- (e) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- (h) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and

- (i) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.

Nothing in these terms affects your rights under the Australian Consumer Law.

6 Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid;
- (c) you may apply to the Costs Assessor to set aside some or all of these terms on the grounds they are not fair or reasonable; and
- (d) you may refer a dispute about a tax invoice to the President of the Law Society or the Legal Services Commissioner for mediation if the amount in dispute is less than \$10,000.

7 Payment Methods

It is our policy that when acting for new clients, that we do one or more of the following:

- (a) approve credit;
- (b) ask the client to pay monies into our trust account; and
- (c) ask the client for their credit card details.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

If you elect to pay any amount due to us by credit or debit card either directly or through RapidPay, then a card surcharge will be added to the amount due as follows:

BPAY	\$1.85 per transaction
Credit/Debit Card	\$1.85 per transaction
EFT	\$1.85 per transaction
VISA/MasterCard	1.85%*
American Express	3.85%*

*of the total amount payable inclusive of GST

If you elect to pay any amount due to us through RapidPay and your payment is for whatever reason dishonoured, you will be charged a \$33.00 Chargeback Process Fee.

8 Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of Rule 42 of the Uniform General Rules. A trust statement will be forwarded to you upon completion of the matter. You acknowledge that this trust account is subject to the supervision by the Victoria Legal Services Board and is maintained in accordance with *Legal Profession Uniform Law Application Act 2014* (Vic) and the Uniform General Rules 2015 (Vic) effective at the time of the deposit. You acknowledge that if any claim for defalcation is made it will be made in and under the rules of Victoria.

9 Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

10 Termination by Us

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear or timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- (h) if in our sole discretion we consider it is no longer appropriate to act for you.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

11 Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

12 Limitation of Liability

Company Giles Pty Limited and each of its officer(s) and employee(s) participate in a limitation of liability scheme(s) approved under Professional Standards Legislation (Limitation Schemes).

To any extent that the Limitation Schemes do not apply, you acknowledge and agree that the aggregate liability of Company Giles and each of its officer(s) and employee(s), whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, for any losses (including interest) whatsoever and howsoever caused arising from or in any way connected with this Costs Agreement, any related engagement, or any addition or variation Costs Agreement or related engagement, will not (subject to the balance of this clause) exceed \$2,000,000 (inclusive of all interest and costs).

Where this Costs Agreement applies to more than one client, the limitation of liability contained in this clause applies to clients in the aggregate. Such allocation is a matter to be resolved by those clients.

Nothing in this clause seeks to limit liability arising from:

- (a) death or personal injury; and/or
- (b) an intentional tort;
- (c) a breach of trust;
- (d) fraud or dishonesty; or
- (e) any other liability which cannot be excluded or limited by law.

This does not in any way confer greater rights than you would otherwise have by law.

13 Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid.
- (b) our lien will continue notwithstanding that we cease to act for you.

14 Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties.

We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts.

Your personal information will only be used for the purposes for which it is collected. For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General, under the Social Security Act 1991 (Cth) and third parties involved in the completion or processing of a transaction.

We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions.

15 Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.

16 Sending Material by Email

We are able to send and receive electronic mail. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission for any delay or non-delivery of any document and for any damage caused to your system or any files by a transfer.

17 GST

Where the service or good provided is subject to GST, GST (currently 10%) will be added and charged to you in addition to all rates, charges and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these rates, charges and expenses.

18 Severability

Each word, phrase, sentence, paragraph and clause of this document, Costs Agreement or other agreement to which this documents forms a part is severable. If a court

determines that a part of this document, Costs Agreement or other agreement to which this documents forms a part is unenforceable, invalid, illegal or void, that court may sever that part. Severance of any part of this document, costs agreement or other agreement to which this document forms a part, will not affect any other part of this document, Costs Agreement or agreement to which this document forms a part.

Where a word, phrase, sentence, paragraph or other clause or provision of this document, Costs Agreement or agreement to which this document forms a part would otherwise be unenforceable, illegal or void, the effect of that word, phrase, sentence, paragraph or other clause or provision shall so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

19 Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.

From: [Gina Edwards](#)
To: [Rebekah Giles](#)
Cc: [Helen Turner](#)
Subject: Re: Cost Agreement to Ms Gina Edwards
Date: Tuesday, 1 March 2022 5:38:31 PM
Attachments: [image001.png](#)
[image002.png](#)
[Cost Agreement to Ms Gina Edwards 8.10.2021\[35\].pdf](#)

Signed version attached

Kind regards
Gina

Gina Edwards
Barrister

signature_237526206


g.edwards@wentworthchambers.com.au

Tel: +61 2 9230 3260 Fax: +61 2 9232 8435

Mobile: 0448 808 854

Ground Floor, 180 Phillip Street Sydney NSW 2000 DX 449 Sydney

www.wentworthchambers.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

From: Rebekah Giles <rebekah@companygiles.com.au>
Date: Tuesday, 1 March 2022 at 5:14 pm
To: Gina Edwards <g.edwards@wentworthchambers.com.au>
Cc: Helen Turner <helen@companygiles.com.au>
Subject: Cost Agreement to Ms Gina Edwards

Hi Gina

I don't seem to have a cost agreement on file for you.

See attached. Basically, we wont charge you unless you get a costs order or settle the case and receive monies for costs.

Regards

Rebekah Giles
(Principal Director)



(t) 1300 204 602
(m) 0413 583 316

Sydney + Melbourne
(the company you keep)

Reputational Risk Lawyer of the Year (Australia) 2019, 2020, 2021 and 2022
Global Law Experts

www.companygiles.com.au

Liability is limited by a scheme approved under Professional Standards Legislation.

This email (including any attachments) may contain confidential and/or legally privileged information. Confidentiality or privilege are not waived by receipt in error. If you are not the intended addressee, any use, distribution, disclosure or copying of this email is strictly prohibited. IMPORTANT FRAUD ALERT – Legal regulators have reported an increasing occurrence of fraudsters intercepting emails and inserting their bank account details in place of the intended account details. To mitigate this risk, you must not deposit or transfer funds using account details provided by us (or anyone else) via email only. If you receive such an email, phone our office and verify the account details first.



(Your ref)
(Our ref) 21RRG0275
(Date) 8 October 2021
(Sent by) Email

Company (Giles)

Private and Confidential

By email: g.edwards@wentworthchambers.com.au

Ms Gina Edwards
Ground Floor Wentworth Chambers
180 Phillip Street
SYDNEY NSW 2000

Dear Gina

Costs Agreement

1. Introduction

- 1.1. Before commencing work, we set out in this letter the general terms on which we accept your instructions.
- 1.2. This document, together with the Company Giles General Terms of Business, sets out the terms of Company Giles' offer to provide legal services to you (**offer**) and constitutes Company Giles' costs disclosure and the terms of any costs agreement (**Costs Agreement**) between you and Company Giles pursuant to the *Legal Profession Uniform Law (NSW)* (**Uniform Law**).

2. Background and Scope of Work

- 2.1. We confirm you have informed us that you require legal advice and representation in relation to an A Current Affairs broadcast and subsequent media articles (**scope of work**), (together, the **matter**).
- 2.2. We will undertake only the work set out above or changes that are agreed from time to time in writing.
- 2.3. Please let us know if our understanding of your instructions in respect to the scope of work is incorrect or inaccurate.

3. Assumptions

- 3.1. We have made the following assumptions in describing the work we will do:
 - (a) our ability to undertake the work is contingent on you providing us with the required information, documents and background material that we may require in order to progress the work;
 - (b) you will be available to provide us with timely, full and clear instructions in relation to the work;
 - (c) you will act reasonably in relation to any proposed resolution of the matter.

If there are any other assumptions that we make in relation to the work we will do for you, we will set this out in our further communication we have with you.

4. Legal costs

4.1. Subject to the remainder of clause 4 and clause 7, we have agreed that we will not charge you for professional fees for the work. We will, however, keep a record of the number of hours we spend performing the work.

4.2. If:

- (a) you require us to perform any legal or professional services that is outside the work detailed in clause 2.1 (**New Work**); or
- (b) the work detailed in clause 2.1 or your instructions to us change in a way that results in a significant change to anything we have previously disclosed and agreed, including this Agreement (**Changed Work**),

then, we reserve the right to charge our regular professional fees in respect of that New Work or Changed Work (as the case may be), even in circumstances where we have agreed that there will be no legal costs in relation to legal or professional fees for the New Work or Changed Work, and will provide you a cost estimate for that New Work or Changed Work (as the case may be) as soon as reasonably practicable.

For the avoidance of doubt, where there is New Work or Changed Work, this may be the subject of a separate engagement agreement and may not necessarily be a no legal costs engagement. If we decide that any New Work or Changed Work will be a no legal costs basis, we will confirm that in writing and the terms of this Agreement will apply to such New Work or Changed Work as if the New Work and Changed Work is work.

4.3. In addition to circumstances of New Work and Changed Work contemplated in clause 4.2 we will only ask you to pay our regular professional fees for the work if any of the circumstances contemplated in clause 7 occur.

4.4. Our regular professional fees are:

\$725 plus GST per hour for a principal;

\$450 plus GST per hour for a senior lawyer;

\$400 plus GST per hour for a junior lawyer;

\$300 plus GST per hour for a graduate;

\$250 plus GST per hour for a paralegal;

\$150 plus GST per hour for an administrative assistant.

4.5. In the event that proceedings are commenced against you and you successfully defend the proceedings and obtain and recover a costs order in your favour, we will charge you an additional 25% "uplift" on our regular professional fees.

Disbursements

4.6. We agree that incidental disbursements will be absorbed by us. However, we may incur material expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include, but are not limited to:

- (a) External copying, printing, scanning and digital document services fees;
- (b) Search fees;
- (c) Enquiry fees;
- (d) Court filing fees;

- (e) Process servers;
 - (f) Experts' reports and expenses;
 - (g) Investigator expenses;
 - (h) Witness expenses;
 - (i) Travel expenses;
 - (j) Transcript fees;
 - (k) Barrister fees;
 - (l) Interpreter fees;
 - (m) Media consultants;
 - (n) Digital consultants.
- 4.7. You will be responsible to pay all disbursements other than our internal expenses as and when requested from time to time by us. Company Giles reserve the right to include the accounts of third-party suppliers in our tax invoice to you for payment. Please note that Company Giles may act as an agent in the payment of disbursements.
- 4.8. Counsel will provide a separate fee agreement concerning their fees in this matter.
- 4.9. If you require other services, we will draft a separate estimate of our fees in relation to these services and provide it to you for your approval.

5. Obligations concerning payment

- 5.1. All payments made under this Agreement shall be made in cleared funds, without any deduction for or on account of any taxes and withholdings of any nature imposed by any government agency or other authority except as required by law. If you are required by law to make any such deduction, you will pay us such additional amounts as are necessary to ensure that we receive the full amount payable to us that we would have received but for the deduction.

6. Right to cease work

- 6.1. In addition to the reason for ending our engagement set out in our General Terms of Business, we may end our engagement with you by giving you written notice for the following reasons:
- (a) in our opinion, further pursuit of a relevant matter is pointless and/or that matter is likely to be unsuccessful and you wish to proceed with that matter against our advice;
 - (b) you otherwise do not follow our professional advice or act in a manner that we consider prejudicial to the firm's reputation;
 - (c) you hinder the conduct of a relevant matter and/or make in our view unreasonable or unnecessary demands concerning the conduct of that matter;
 - (d) the representations made by you about your financial or other circumstances at the time of applying for assistance are found to be incorrect;
 - (e) we no longer consider it appropriate to undertake the work;
 - (f) you do not maintain contact with us;

- (g) you retain another lawyer to act for you in a relevant matter; or
- (h) you lose legal capacity.

7. Costs recovery

- 7.1. In the event that you obtain a cost order in your favour or negotiate a settlement of the matter that provides for the payment of your costs, we will render you an invoice for our legal costs, including our regular professional fees plus an uplift in accordance with clause 4.5. We may choose, in our discretion, to waive some of the legal costs. Any amount we include in our invoice will take account of amounts you may have already paid us for legal costs, if any.

8. Qualification and Exclusions

- 8.1. We confirm that we propose to act for you in this matter only. Put another way, we do not act for you in respect to things that fall outside of the matter (excluded matters).
- 8.2. For abundant clarity, the excluded matters include, but may not be limited to, the following:
- (a) costs assessments;
 - (b) slip rule applications, remits or re-trials; and/or
 - (c) property, tax, financial, estate planning, succession or claims for loss or damage.
- 8.3. It is at discretion of Company Giles on whether it acts for you in respect to the excluded matters (subject to any orders made by a court) (further involvement). Any further involvement will only occur if there is a separate retainer and costs agreement between the parties and documented in writing.

9. Requirement for Funds on Account for Costs and Disbursements

- 9.1. It is a policy of Company Giles that it cannot take any steps without first having sufficient funds in its statutory trust account to cover all third party suppliers (transcript, court fees).
- 9.2. From time to time we may ask you to deposit monies into the Company Giles Law Practice Trust Account, the details of which are as follows:

[REDACTED]

- 9.3. Unless there are sufficient funds held in the Company Giles Law Practice Trust Account on account of disbursements (as determined by Company Giles), Company Giles may at its own discretion immediately cease acting for you, invoice you its work in progress and any disbursements incurred on your behalf and recommend you retain a separate firm of solicitors.

10. Contact Person

- 10.1. If you have any queries about our costs you should contact **Rebekah Giles**.

11. Instructions

- 11.1. We may receive and rely on instructions from you. We may proceed at all times to act on instructions from you.

12. Acceptance of Offer

- 12.1. You will be deemed as having accepted the terms of the Offer (including the limitation of liability contained in Clause 12 of the General Terms of Business) and as having entered into the Costs Agreement by:

- (a) signing and returning a copy of this document to us where provided for; or
- (b) where you do not return a signed copy of this document, then by merely continuing to instruct us.

- 12.2. Upon acceptance you agree to pay for our services on the terms of the Costs Agreement. Until we have this written agreement from you, we cannot commence the Scope of Work.

- 12.3. We look forward to receiving an executed copy of this Costs Agreement for our file, failing which we will rely on paragraph 12.1(b) above.

- 12.4. We look forward to receiving an executed copy of this Costs Agreement.

Yours faithfully
COMPANY GILES



Rebekah Giles
Principal Director

If you are signing on behalf of the client, you confirm that you are authorised to do so.

Dated: 1 March 2022

Client: *Gina A Edwards*

General Terms of Business

1 Acceptance of Offer

You may accept the Costs Disclosure and Costs Agreement by: a) signing and returning this document to us or: b) continuing to instruct us. Upon acceptance you agree to pay for our services on these terms.

2 Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice.

3 Interest Charges

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("Uniform General Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

4 Recovery of Costs

The Legal Profession Uniform Law (NSW) ("the Uniform Law") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been given to you.

5 Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing (e.g. task based or time based);
- (c) request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- (d) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- (e) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- (h) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and

- (i) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.

Nothing in these terms affects your rights under the Australian Consumer Law.

6 Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid;
- (c) you may apply to the Costs Assessor to set aside some or all of these terms on the grounds they are not fair or reasonable; and
- (d) you may refer a dispute about a tax invoice to the President of the Law Society or the Legal Services Commissioner for mediation if the amount in dispute is less than \$10,000.

7 Payment Methods

It is our policy that when acting for new clients, that we do one or more of the following:

- (a) approve credit;
- (b) ask the client to pay monies into our trust account; and
- (c) ask the client for their credit card details.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

If you elect to pay any amount due to us by credit or debit card either directly or through RapidPay, then a card surcharge will be added to the amount due as follows:

BPAY	\$1.85 per transaction
Credit/Debit Card	\$1.85 per transaction
EFT	\$1.85 per transaction
VISA/MasterCard	1.85%*
American Express	3.85%*

*of the total amount payable inclusive of GST

If you elect to pay any amount due to us through RapidPay and your payment is for whatever reason dishonoured, you will be charged a \$33.00 Chargeback Process Fee.

8 Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of Rule 42 of the Uniform General Rules. A trust statement will be forwarded to you upon completion of the matter. You acknowledge that this trust account is subject to the supervision by the Victoria Legal Services Board and is maintained in accordance with *Legal Profession Uniform Law Application Act 2014* (Vic) and the Uniform General Rules 2015 (Vic) effective at the time of the deposit. You acknowledge that if any claim for defalcation is made it will be made in and under the rules of Victoria.

9 Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

10 Termination by Us

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear or timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- (h) if in our sole discretion we consider it is no longer appropriate to act for you.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

11 Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

12 Limitation of Liability

Company Giles Pty Limited and each of its officer(s) and employee(s) participate in a limitation of liability scheme(s) approved under Professional Standards Legislation (Limitation Schemes).

To any extent that the Limitation Schemes do not apply, you acknowledge and agree that the aggregate liability of Company Giles and each of its officer(s) and employee(s), whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, for any losses (including interest) whatsoever and howsoever caused arising from or in any way connected with this Costs Agreement, any related engagement, or any addition or variation Costs Agreement or related engagement, will not (subject to the balance of this clause) exceed \$2,000,000 (inclusive of all interest and costs).

Where this Costs Agreement applies to more than one client, the limitation of liability contained in this clause applies to clients in the aggregate. Such allocation is a matter to be resolved by those clients.

Nothing in this clause seeks to limit liability arising from:

- (a) death or personal injury; and/or
- (b) an intentional tort;
- (c) a breach of trust;
- (d) fraud or dishonesty; or
- (e) any other liability which cannot be excluded or limited by law.

This does not in any way confer greater rights than you would otherwise have by law.

13 Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid.
- (b) our lien will continue notwithstanding that we cease to act for you.

14 Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties.

We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts.

Your personal information will only be used for the purposes for which it is collected. For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General, under the Social Security Act 1991 (Cth) and third parties involved in the completion or processing of a transaction.

We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions.

15 Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.

16 Sending Material by Email

We are able to send and receive electronic mail. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission for any delay or non-delivery of any document and for any damage caused to your system or any files by a transfer.

17 GST

Where the service or good provided is subject to GST, GST (currently 10%) will be added and charged to you in addition to all rates, charges and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these rates, charges and expenses.

18 Severability

Each word, phrase, sentence, paragraph and clause of this document, Costs Agreement or other agreement to which this documents forms a part is severable. If a court

determines that a part of this document, Costs Agreement or other agreement to which this documents forms a part is unenforceable, invalid, illegal or void, that court may sever that part. Severance of any part of this document, costs agreement or other agreement to which this document forms a part, will not affect any other part of this document, Costs Agreement or agreement to which this document forms a part.

Where a word, phrase, sentence, paragraph or other clause or provision of this document, Costs Agreement or agreement to which this document forms a part would otherwise be unenforceable, illegal or void, the effect of that word, phrase, sentence, paragraph or other clause or provision shall so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

19 Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.

From: [Alanah Tannous](#)
To: ["Ms Gina Edwards \(Client\)"](#)
Cc: [Rebekah Giles](#)
Subject: RE: Edwards v Nine & Ors - Amended Defence
Date: Tuesday, 14 February 2023 5:17:00 PM
Attachments: [Cost Agreement to Ms Gina Edwards 8.10.2021.pdf](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Gina



If you are successful, damages that are awarded to you will be payable within 21 days and the parties will have to engage in the taxation process to determine costs. We **attach** a copy of our cost agreement, with a slight amendment to clause 4.5 due to a clerical error.

It is our usual practice, together with the client, that we come to an arrangement to (i) take into account likely disbursements associated with the costs assessment and (ii) the equitable division of any judgment to be distributed prior to the realisation of any costs settlement or award.

Rebekah has suggested that we cross this bridge when we come to it. There are no hard and fast rules about it but we wanted to flag this with you now.

Let us know if you have any questions or would like to discuss.

Kind regards

Alanah Tannous

(Associate)

[image001.png](#)



(t) 1300 204 602

(m) 0452 069 996

Sydney + Melbourne
(the company you keep)

Best Lawyers 2022 and 2023

Reputational Risk Lawyer of the Year (Australia) 2019 to 2022
Global Law Experts

www.companygiles.com.au

Liability is limited by a scheme approved under Professional Standards Legislation.

This email (including any attachments) may contain confidential and/or legally privileged information. Confidentiality or privilege are not waived by receipt in error. If you are not the intended addressee, any use, distribution, disclosure or copying of this email is strictly prohibited. IMPORTANT FRAUD ALERT – Legal regulators have reported an increasing occurrence of fraudsters

intercepting emails and inserting their bank account details in place of the intended account details. To mitigate this risk, you must not deposit or transfer funds using account details provided by us (or anyone else) via email only. If you receive such an email, phone our office and verify the account details first.



Company Giles Pty Ltd
(ABN) 81637721683

Level 13, 111 Elizabeth St Sydney NSW 2000
Level 11, 456 Lonsdale St Melbourne VIC 3000

(e) rebekah@companygiles.com.au
(w) companygiles.com.au
(t) 1300 204 602

(Your ref)
(Our ref) 21RRG0275
(Date) 8 October 2021
(Sent by) Email

Company (Giles)

Private and Confidential

By email: g.edwards@wentworthchambers.com.au

Ms Gina Edwards
Ground Floor Wentworth Chambers
180 Phillip Street
SYDNEY NSW 2000

Dear Gina

Costs Agreement

1. Introduction

- 1.1. Before commencing work, we set out in this letter the general terms on which we accept your instructions.
- 1.2. This document, together with the Company Giles General Terms of Business, sets out the terms of Company Giles' offer to provide legal services to you (**offer**) and constitutes Company Giles' costs disclosure and the terms of any costs agreement (**Costs Agreement**) between you and Company Giles pursuant to the *Legal Profession Uniform Law (NSW)* (**Uniform Law**).

2. Background and Scope of Work

- 2.1. We confirm you have informed us that you require legal advice and representation in relation to an A Current Affairs broadcast and subsequent media articles (**scope of work**), (together, the **matter**).
- 2.2. We will undertake only the work set out above or changes that are agreed from time to time in writing.
- 2.3. Please let us know if our understanding of your instructions in respect to the scope of work is incorrect or inaccurate.

3. Assumptions

- 3.1. We have made the following assumptions in describing the work we will do:
 - (a) our ability to undertake the work is contingent on you providing us with the required information, documents and background material that we may require in order to progress the work;
 - (b) you will be available to provide us with timely, full and clear instructions in relation to the work;
 - (c) you will act reasonably in relation to any proposed resolution of the matter.

If there are any other assumptions that we make in relation to the work we will do for you, we will set this out in our further communication we have with you.

4. Legal costs

4.1. Subject to the remainder of clause 4 and clause 7, we have agreed that we will not charge you for professional fees for the work. We will, however, keep a record of the number of hours we spend performing the work.

4.2. If:

- (a) you require us to perform any legal or professional services that is outside the work detailed in clause 2.1 (**New Work**); or
- (b) the work detailed in clause 2.1 or your instructions to us change in a way that results in a significant change to anything we have previously disclosed and agreed, including this Agreement (**Changed Work**),

then, we reserve the right to charge our regular professional fees in respect of that New Work or Changed Work (as the case may be), even in circumstances where we have agreed that there will be no legal costs in relation to legal or professional fees for the New Work or Changed Work, and will provide you a cost estimate for that New Work or Changed Work (as the case may be) as soon as reasonably practicable.

For the avoidance of doubt, where there is New Work or Changed Work, this may be the subject of a separate engagement agreement and may not necessarily be a no legal costs engagement. If we decide that any New Work or Changed Work will be a no legal costs basis, we will confirm that in writing and the terms of this Agreement will apply to such New Work or Changed Work as if the New Work and Changed Work is work.

4.3. In addition to circumstances of New Work and Changed Work contemplated in clause 4.2 we will only ask you to pay our regular professional fees for the work if any of the circumstances contemplated in clause 7 occur.

4.4. Our regular professional fees are:

\$725 plus GST per hour for a principal;

\$450 plus GST per hour for a senior lawyer;

\$400 plus GST per hour for a junior lawyer;

\$300 plus GST per hour for a graduate;

\$250 plus GST per hour for a paralegal;

\$150 plus GST per hour for an administrative assistant.

4.5. In the event that you obtain a cost order in your favour or negotiate a settlement of the matter that provides for the payment of your costs, we will charge you for professional fees for the work as well as an additional 25% "uplift" on our regular professional fees.

Disbursements

4.6. We agree that incidental disbursements will be absorbed by us. However, we may incur material expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include, but are not limited to:

- (a) External copying, printing, scanning and digital document services fees;
- (b) Search fees;
- (c) Enquiry fees;
- (d) Court filing fees;

- (e) Process servers;
 - (f) Experts' reports and expenses;
 - (g) Investigator expenses;
 - (h) Witness expenses;
 - (i) Travel expenses;
 - (j) Transcript fees;
 - (k) Barrister fees;
 - (l) Interpreter fees;
 - (m) Media consultants;
 - (n) Digital consultants.
- 4.7. You will be responsible to pay all disbursements other than our internal expenses as and when requested from time to time by us. Company Giles reserve the right to include the accounts of third-party suppliers in our tax invoice to you for payment. Please note that Company Giles may act as an agent in the payment of disbursements.
- 4.8. Counsel will provide a separate fee agreement concerning their fees in this matter.
- 4.9. If you require other services, we will draft a separate estimate of our fees in relation to these services and provide it to you for your approval.

5. Obligations concerning payment

- 5.1. All payments made under this Agreement shall be made in cleared funds, without any deduction for or on account of any taxes and withholdings of any nature imposed by any government agency or other authority except as required by law. If you are required by law to make any such deduction, you will pay us such additional amounts as are necessary to ensure that we receive the full amount payable to us that we would have received but for the deduction.

6. Right to cease work

- 6.1. In addition to the reason for ending our engagement set out in our General Terms of Business, we may end our engagement with you by giving you written notice for the following reasons:
- (a) in our opinion, further pursuit of a relevant matter is pointless and/or that matter is likely to be unsuccessful and you wish to proceed with that matter against our advice;
 - (b) you otherwise do not follow our professional advice or act in a manner that we consider prejudicial to the firm's reputation;
 - (c) you hinder the conduct of a relevant matter and/or make in our view unreasonable or unnecessary demands concerning the conduct of that matter;
 - (d) the representations made by you about your financial or other circumstances at the time of applying for assistance are found to be incorrect;
 - (e) we no longer consider it appropriate to undertake the work;
 - (f) you do not maintain contact with us;

- (g) you retain another lawyer to act for you in a relevant matter; or
- (h) you lose legal capacity.

7. Costs recovery

- 7.1. In the event that you obtain a cost order in your favour or negotiate a settlement of the matter that provides for the payment of your costs, we will render you an invoice for our legal costs, including our regular professional fees plus an uplift in accordance with clause 4.5. We may choose, in our discretion, to waive some of the legal costs. Any amount we include in our invoice will take account of amounts you may have already paid us for legal costs, if any.

8. Qualification and Exclusions

- 8.1. We confirm that we propose to act for you in this matter only. Put another way, we do not act for you in respect to things that fall outside of the matter (excluded matters).
- 8.2. For abundant clarity, the excluded matters include, but may not be limited to, the following:
- (a) costs assessments;
 - (b) slip rule applications, remits or re-trials; and/or
 - (c) property, tax, financial, estate planning, succession or claims for loss or damage.
- 8.3. It is at discretion of Company Giles on whether it acts for you in respect to the excluded matters (subject to any orders made by a court) (further involvement). Any further involvement will only occur if there is a separate retainer and costs agreement between the parties and documented in writing.

9. Requirement for Funds on Account for Costs and Disbursements

- 9.1. It is a policy of Company Giles that it cannot take any steps without first having sufficient funds in its statutory trust account to cover all third party suppliers (transcript, court fees).
- 9.2. From time to time we may ask you to deposit monies into the Company Giles Law Practice Trust Account, the details of which are as follows:

[REDACTED]

- 9.3. Unless there are sufficient funds held in the Company Giles Law Practice Trust Account on account of disbursements (as determined by Company Giles), Company Giles may at its own discretion immediately cease acting for you, invoice you its work in progress and any disbursements incurred on your behalf and recommend you retain a separate firm of solicitors.

10. Contact Person

- 10.1. If you have any queries about our costs you should contact **Rebekah Giles**.

11. Instructions

- 11.1. We may receive and rely on instructions from you. We may proceed at all times to act on instructions from you.

12. Acceptance of Offer

- 12.1. You will be deemed as having accepted the terms of the Offer (including the limitation of liability contained in Clause 12 of the General Terms of Business) and as having entered into the Costs Agreement by:

- (a) signing and returning a copy of this document to us where provided for; or
- (b) where you do not return a signed copy of this document, then by merely continuing to instruct us.

- 12.2. Upon acceptance you agree to pay for our services on the terms of the Costs Agreement. Until we have this written agreement from you, we cannot commence the Scope of Work.

- 12.3. We look forward to receiving an executed copy of this Costs Agreement for our file, failing which we will rely on paragraph 12.1(b) above.

- 12.4. We look forward to receiving an executed copy of this Costs Agreement.

Yours faithfully
COMPANY GILES



Rebekah Giles
Principal Director

If you are signing on behalf of the client, you confirm that you are authorised to do so.

Dated:

Client:

General Terms of Business

1 Acceptance of Offer

You may accept the Costs Disclosure and Costs Agreement by: a) signing and returning this document to us or: b) continuing to instruct us. Upon acceptance you agree to pay for our services on these terms.

2 Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice.

3 Interest Charges

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("Uniform General Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

4 Recovery of Costs

The Legal Profession Uniform Law (NSW) ("the Uniform Law") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been given to you.

5 Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing (e.g. task based or time based);
- (c) request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- (d) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- (e) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- (h) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and

- (i) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.

Nothing in these terms affects your rights under the Australian Consumer Law.

6 Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid;
- (c) you may apply to the Costs Assessor to set aside some or all of these terms on the grounds they are not fair or reasonable; and
- (d) you may refer a dispute about a tax invoice to the President of the Law Society or the Legal Services Commissioner for mediation if the amount in dispute is less than \$10,000.

7 Payment Methods

It is our policy that when acting for new clients, that we do one or more of the following:

- (a) approve credit;
- (b) ask the client to pay monies into our trust account; and
- (c) ask the client for their credit card details.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

If you elect to pay any amount due to us by credit or debit card either directly or through RapidPay, then a card surcharge will be added to the amount due as follows:

BPAY	\$1.85 per transaction
Credit/Debit Card	\$1.85 per transaction
EFT	\$1.85 per transaction
VISA/MasterCard	1.85%*
American Express	3.85%*

*of the total amount payable inclusive of GST

If you elect to pay any amount due to us through RapidPay and your payment is for whatever reason dishonoured, you will be charged a \$33.00 Chargeback Process Fee.

8 Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of Rule 42 of the Uniform General Rules. A trust statement will be forwarded to you upon completion of the matter. You acknowledge that this trust account is subject to the supervision by the Victoria Legal Services Board and is maintained in accordance with *Legal Profession Uniform Law Application Act 2014* (Vic) and the Uniform General Rules 2015 (Vic) effective at the time of the deposit. You acknowledge that if any claim for defalcation is made it will be made in and under the rules of Victoria.

9 Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

10 Termination by Us

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear or timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- (h) if in our sole discretion we consider it is no longer appropriate to act for you.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

11 Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

12 Limitation of Liability

Company Giles Pty Limited and each of its officer(s) and employee(s) participate in a limitation of liability scheme(s) approved under Professional Standards Legislation (Limitation Schemes).

To any extent that the Limitation Schemes do not apply, you acknowledge and agree that the aggregate liability of Company Giles and each of its officer(s) and employee(s), whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, for any losses (including interest) whatsoever and howsoever caused arising from or in any way connected with this Costs Agreement, any related engagement, or any addition or variation Costs Agreement or related engagement, will not (subject to the balance of this clause) exceed \$2,000,000 (inclusive of all interest and costs).

Where this Costs Agreement applies to more than one client, the limitation of liability contained in this clause applies to clients in the aggregate. Such allocation is a matter to be resolved by those clients.

Nothing in this clause seeks to limit liability arising from:

- (a) death or personal injury; and/or
- (b) an intentional tort;
- (c) a breach of trust;
- (d) fraud or dishonesty; or
- (e) any other liability which cannot be excluded or limited by law.

This does not in any way confer greater rights than you would otherwise have by law.

13 Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid.
- (b) our lien will continue notwithstanding that we cease to act for you.

14 Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties.

We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts.

Your personal information will only be used for the purposes for which it is collected. For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General, under the Social Security Act 1991 (Cth) and third parties involved in the completion or processing of a transaction.

We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions.

15 Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.

16 Sending Material by Email

We are able to send and receive electronic mail. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission for any delay or non-delivery of any document and for any damage caused to your system or any files by a transfer.

17 GST

Where the service or good provided is subject to GST, GST (currently 10%) will be added and charged to you in addition to all rates, charges and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these rates, charges and expenses.

18 Severability

Each word, phrase, sentence, paragraph and clause of this document, Costs Agreement or other agreement to which this documents forms a part is severable. If a court

determines that a part of this document, Costs Agreement or other agreement to which this documents forms a part is unenforceable, invalid, illegal or void, that court may sever that part. Severance of any part of this document, costs agreement or other agreement to which this document forms a part, will not affect any other part of this document, Costs Agreement or agreement to which this document forms a part.

Where a word, phrase, sentence, paragraph or other clause or provision of this document, Costs Agreement or agreement to which this document forms a part would otherwise be unenforceable, illegal or void, the effect of that word, phrase, sentence, paragraph or other clause or provision shall so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

19 Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.