

Terms of Service

Private and Confidential

Burns IP Law Pty Ltd (Burns IP)

ABN: 20 658 909 427

Introduction

Thank you for choosing Burns IP for your legal work. We look forward to working with you.

This document sets out the basic terms of our engagement. Under Australian law, these Terms of Service are considered a Costs Agreement and may be enforced in the same way as any other contract.

If our Terms of Service change, we will let you know by emailing you with our new Terms of Service and by publishing a current copy on our [website](#).

You may accept the Terms of Service by:

- Email to let us know you accept these terms; or,
- Continuing to give Burns IP instructions in this matter and other matters as they may arise from time to time.

Scope of Work

The services Burns IP will provide to you is set out in a Scope of Work document or other document or correspondence as may be provided to you from time to time (collectively referred as the Scope of Work).

We will keep you informed as the matter progresses. You are also entitled to receive a written report on the progress of your file if you request this.

Our charges

Most of our services are provided at fixed-fee rates. You must pay disbursements, including GST if applicable, either on demand or at the conclusion of the matter.

Trust money

We may also request that you provide payment in advance. Any payments in advance will be held in our trust account. If we receive money into the trust account on your behalf, you authorise us to draw on that money to pay any disbursement due or any amount due to Burns IP in accordance with the provisions of the Uniform Law and the Legal Profession Uniform General Rules of the State of Victoria relating to the withdrawal of trust money for legal costs.

A trust statement will be forwarded to you upon completion of the matter.

Instructions

We prefer to send all correspondence and invoices by email only. Please let us know if you require a hard copy.

You understand and acknowledge that in providing legal services for you, it may be necessary for us to engage barristers, another law practice in Australia or overseas and/or registered patent agents in Australia or overseas to provide specialist advice or services. We may also use other legal service providers to assist in filing documents, document collation, process of service and litigation services, such as discovery.

By engaging other legal service providers, it allows us to provide the best possible legal service to you at the lowest cost.

Bills

Our invoices will be issued at suitable breaks in the matter and at the conclusion of the matter. Our accounts are immediately due and payable.

If a bill remains unpaid 30 days after you receive it, we reserve the right to charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the bill is issued.

If you do not pay your bill, we may be entitled to exercise a common law right known as a 'solicitor's lien'. The lien allows us to retain your documents until your bill is paid.

Hourly rates

If we have provided our estimate of costs on a fixed-fee basis, then we won't vary that amount unless there is a change in the scope of the matter or your instructions.

However, if we agree to charge at an hourly rate basis, our hourly rates will be as follows:

Position	Our charges
Lawyer (senior)	\$470
Lawyer (junior)	\$370
Patent agent	\$370
Company secretarial	\$190
Paralegal	\$160
Legal assistant	\$85

Our time charges will be based on the time reasonably spent in dealing with the matter.

Electronic Document Policy

We operate as a paperless office in order to deliver the most efficient legal services to you. By

engaging us, you consent to the electronic storage of your communications, documents and any other materials relevant to the matter.

We hold your files in electronic form only and you are entitled to a copy of them in electronic form. We will retain your files for at least seven (7) years after the completion of the matter or termination of our engagement for your matter. After that period, we may, unless you instruct us otherwise, destroy your files without further notice to you.

Your obligations

You agree to:

- provide full and honest instructions relevant to your matter and any material change in your circumstances that might impact on your matter while we continue to act for you;
- co-operate in the matter and do all that we reasonably request of you in a timely manner;
- accept and follow our reasonable legal advice; and
- provide funds in advance in accordance with this Terms of Service or some later arrangement.

If you fail to comply with any of these conditions, we have the option to terminate this Terms of Service by advising you of termination in writing.

If we cease to act for you or you stop using Burns IP Law Pty Ltd

Circumstances may arise (such as a conflict of interest) that make it impossible for us to continue to act for you. We may also cease acting for you if you breach your obligations as set out above. We will notify you immediately if any of the above matters arise.

If we cease to act for you:

- we will take steps to remove our name from the patent and/or trade mark record and from the court record in any court proceedings;
- you will receive a final account which will include all outstanding legal costs;
- you must pay our legal costs up until the date we cease to act; and
- we may retain your file and keep your documents until we are paid, subject to any other statutory requirements.

If Burns IP ceases to act for you during the course of this matter and before there is an outcome,

then all legal costs incurred up to the date of the termination will be charged.

You may end our engagement by written notice at any time. If this occurs, then all legal costs incurred up to the date of the termination will be charged and become immediately payable.

Seeking independent legal advice

The Uniform Law as applied in Victoria is applicable to legal costs in this matter.

You are advised to seek independent legal advice prior to agreeing to these Terms of Service.

Thank you for the opportunity to provide our legal services to you