



**NOTICE OF COMMITTEE MEETING
VOTING OUTSIDE OF MEETING
OF THE PBC EC BODY CORPORATE**

Name of Property:	PBC EC
GTP:	202
Type of Committee Meeting:	Voting Outside Committee Meeting
Date and Time of meeting	20 March 2025 at 4:00PM

You are advised that a Committee Meeting for the Body Corporate of PBC EC GTP 202 is being held as a Voting Outside Committee Meeting, and votes must be returned by 20 March 2025 at 4:00PM.

This notice is forwarded to all committee members.

Note: Only committee members are required to vote.

The following agenda sets out the substance of the motions to be considered at the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for and behalf of the Secretary.

Motions

1. Termination of retainer with Grace Lawyers and engagement of Chambers Russell

Reply To:

The Secretary,
PBC EC Body Corporate
PO Box 15, Sanctuary Cove
QLD, 4212

pbcs@scove.com.au

VOTING PAPER

Vote Outside Committee Meeting for the Sanctuary Cove Principal Body Corporate GTP PBC EC

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way, Sanctuary Cove, QLD, 4212

Date and time of meeting: Thursday 20 March 2025 at 04:00 PM

Instructions

If you want to vote using this voting paper, then *circle or tick* either **YES**, **NO** or **ABSTAIN** opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda. You may also vote online using the secure link emailed to your email address.

MOTIONS

1	Termination of retainer with Grace Lawyers and engagement of Chambers Russell (Agenda Item 1)	Ordinary Resolution
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THAT, in an effort to preserve the position of the PBC and advance its best interests, the PBC EC resolves to terminate the retainer with Grace Lawyers dated 2 October 2024 with respect to the DCBL QCAT proceeding and engage Chambers Russell to take over conduct of that proceeding on behalf of the PBC.

And further, **THAT** the PBC EC proposes a motion to be considered by the PBC in general meeting on the following terms: That the PBC retrospectively resolves to terminate the retainer of Grace Lawyers dated 2 October 2024 with respect to the DCBL QCAT proceeding. And further, that the PBC engages Chambers Russell to act on its behalf with respect to the DCBL QCAT proceeding in accordance with the fee proposal circulated with the agenda, which broadly anticipates costs between \$3,000 - \$4,000 plus GST to advise on the prospects of success of the QCAT application, \$2,000 - \$5,000 plus GST to engage in without prejudice discussions, and \$46,000 - \$68,000 plus GST to see the QCAT proceeding through to completion.

Yes

No

Abstain

GTP: PBC EC

Lot Number: _____

Unit Number: _____

I/We require that this voting paper, completed by me/us be recorded as my/our vote in respect of the motions set out above.

IMPORTANT – If the property is owned in joint names, all Owners must sign the Voting Paper.

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

- 1. LSA for Sanctuary Cove Principal Body Corporate dd 14.Mar.25**
- 2. Proxy form - BC**

14 March 2025

Sanctuary Cove Principal Body Corporate
C/- Sanctuary Cove Community Services

BY EMAIL

Email: brogan.watling@scove.com.au

Dear Brogan,

Fee proposal – QCAT Application OCL093-24 - Buttner

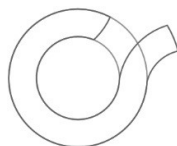
Thank you for the opportunity to assist.

1 Your matter

1.1 We provide following estimates to act for the PBC in this proceeding:

Stage	Scope of work	Estimated Fees
1.	Read-in and consider the QCAT application and all exhibits, provide initial observations, assessments and recommendations to Brogan Watling.	No charge.
2.	If instructed, advise on the prospects of success of securing the orders sought for the removal of the window, the orders in relation to the pontoon construction, the order for the removal of the vessel, and the order for costs on the indemnity basis.	\$3,000 - \$4,000 plus GST Subject to what is in the RZABL about mooring vessels in the residential zone.
3.	Engage with the solicitors for the Respondent – ABKJ – on a without prejudice basis, allowing for a conference.	\$2,000 - \$5,000 plus GST

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BNE240001

Liability limited by a scheme approved under Professional Standards Legislation. Legal practitioners that are directors and/or employees of Chambers Russell Lawyers are members of the scheme.

Chambers Russell Lawyers is an incorporated legal practice and not a partnership. A person holding the title of Partner is not a member of any partnership associated with Chambers Russell Lawyers and may not be a "principal" of the firm within the meaning of legal profession law.

		Depending on whether a conference is held and its length.
4.	If the matter does not resolve, take statements of evidence in accordance with directions likely to be made by the tribunal after determination of the joinder application.	\$5,000 - \$10,000 plus GST Inclusive of disbursements, the main variable being the number of witnesses that give evidence.
5.	Review and advise on any statements of evidence filed for the Buttners and Leslie (if he is joined), and take statements of evidence in reply.	\$5,000 - \$8,000 plus GST Inclusive of disbursements, the main variable being the number and volume of responsive statements of evidence put forward by Buttner and Leslie.
6.	Prepare for and attend a compulsory conference.	\$6,000 - \$10,000 plus GST (in anticipation that we would not brief counsel for this appearance).
7.	Prepare for and attend a final hearing as instructing solicitors to counsel.	Allowing for a two day hearing: \$15,000 - \$20,000 plus GST in solicitor fees and \$15,000 - \$20,000 plus GST in barrister fees (assuming junior counsel is briefed).

1.2 We will ultimately charge based on the amount of time we invest pursuant to our hourly rates.

1.3 **Attached** is our proposed legal services agreement.

2 Our capabilities

2.1 Jason Carlson has practiced exclusively in strata law since 2009 with a focus on dispute resolution, strategic advisory work and management rights disputes. He has led bodies corporate through some of the most significant pieces of strata litigation in Queensland over the last 15 years.

2.2 He was a director of Strata Community Association (Qld) from 2016 – 2022 and a director of Strata Community Association Australasia from 2022 – 2024. In 2022 he received the SCA (Qld) President’s Award in recognition of his significant contributions to, and leadership within, Queensland’s strata sector.

2.3 Those who have worked with Jason for many years commend him for being:

- (a) *“a reservoir of knowledge when it comes to dealing with complex strata disputes”*.¹
- (b) *“incredibly thorough, ensuring every detail is addressed and all questions answered with clarity and patience”*.²
- (c) *“highly articulate with an uncanny ability to make the complex, simple”*.³

2.4 Jason is supported by another partner in our Queensland strata practice, Jessica Cannon, who has practiced strata law for over a decade. She was a director of Strata Community Association (Qld) from 2022 – 2024 and has played a leading role in advocating for and shaping the 2023-4 amendments to Queensland body corporate legislation.

2.5 Jessica has been working with Jason since early 2022. Together they built and led the Queensland practice of another strata law firm to the point of their Queensland team being recognised as the leading strata services business in Australasia in 2023, before they departed that firm.

2.6 Jason and Jessica are supported by a team of legal professionals, including two senior associates, who are all focused on strata law and work across our Brisbane and Gold Coast offices.

Please contact us with queries.

Yours sincerely

Chambers Russell Lawyers QLD



Jason Carlson

Partner

jcarlson@chambersrussell.com.au

¹ Pedzi Mawande, The Community Co

² Alina Stefirta, Prompt Strata Management

³ Stephanie Yun, Strata Mastery

Disclosure Notice

(308) Legal Profession Act 2007 (Qld)

Chambers
Russell
LAWYERS



Matter details

Client:	Sanctuary Cove Principal Body Corporate
Matter:	QCAT Application OCL093-24 - Buttner
Date issued:	14 March 2025

1. The Work – Estimate of your costs

Costs (ex GST)

The following estimate is based on the information available to us to date. It is an estimate, not a quotation and subject to change.

	Scope of Work	Fees	Disb.
1.	Initial works		
Stage 1	Read-in and consider the QCAT application and all exhibits, provide initial observations, assessments and recommendations to Brogan Watling.	No charge.	NA
Stage 2	If instructed, advise on the prospects of success of securing the orders sought for the removal of the window, the orders in relation to the pontoon construction, the order for the removal of the vessel, and the order for costs on the indemnity basis.	\$3,000 to \$4,000 plus GST	TBA
Stage 3	Engage with the solicitors for the Respondent – ABKJ – on a without prejudice basis, allowing for a conference.	\$2,000 to \$5,000 plus GST	TBA
Stage 4	If the matter does not resolve, take statements of evidence in accordance with directions likely to be made by the tribunal after determination of the joinder application.	\$5,000 to \$10,000 plus GST	TBA
Stage 5	Review and advise on any statements of evidence filed for the Buttners and Leslie (if he is joined), and take statements of evidence in reply.	\$5,000 to \$8,000 plus GST	TBA
Stage 6	Prepare for and attend a compulsory conference.	\$6,000 to \$10,000 plus GST	TBA
Stage 7	Prepare for and attend a final hearing as instructing solicitors to counsel.	\$15,000 to \$20,000 plus GST in solicitor fees	\$15,000 to \$20,000 plus GST in barrister fees

2. Legal Fees – Your rights

2.1. You have the right to:

- Negotiate a costs agreement with us;
- Receive a bill of costs from us;
- Request an itemised bill of costs after you receive a lump sum bill from us;

Chambers Russell Lawyers
(QLD) ABN 14 640 098 737
www.chambersrussell.com.au

All Correspondence to
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Town Centre, QLD, 4230

Brisbane
L 27, 32 Turbot Street
BRISBANE, QLD, 4000

Gold Coast
L 3, Suite 303, 232 Robina
Town Centre Dr, QLD 4226

P: +61 7 5600 1600
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*subject to our discretion to refuse to accept instructions in a given matter

Individual liability limited by a scheme approved under Professional Standards Legislation.

- Request written reports about the progress of your matter and the costs incurred in your matter;
 - Apply for costs to be assessed within 12 months if you are unhappy with our costs (see para 1.4 below);
 - Apply for the costs agreement to be set aside (see para 1.4 below);
 - Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1.3 below);
 - Notify us that you require an interstate costs law to apply to your matter (see para 1.3 below); and
 - Be notified of any substantial change in the matters disclosed in this Notice.
- 2.2. This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled “Legal Costs – Your Right to Know”. You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at qls.com.au > For the Community > You and your solicitor > Solicitors’ fees and charges. You can also obtain information from the Legal Services Commissioner www.lsc.qld.gov.au.
- 2.3. The law of Queensland will apply to our Costs Agreement. You have the right to enter into a costs agreement with us on the basis that a similar law of another state or territory is applicable for example where our services are being primarily provided in another state or territory or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
- 2.4. The following avenues are open to you under the terms of the *Legal Profession Act 2007* (Qld) in the event of a dispute in relation to legal costs:
- To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay; and
 - To apply to set aside the Costs Agreement within six years or other times as the law permits.

3. Incorporated status of this law practice

- 3.1. This law practice is an incorporated practice and we advise that:
- The services to be provided are set out in the scope of works below.
 - All legal services to be provided under this agreement will be provided by an Australian Legal Practitioner.
 - The provision of legal services is regulated by the *Legal Profession Act 2007* (Qld) however the provision of non-legal services under the proposed Costs Agreement is not regulated by that legislation.
 - The information in this paragraph is provided to you in relation to or all matters that you may instruct us on an ongoing basis.

4. Professional fees - How we charge

- 4.1. Unless otherwise stated in the Disclosure Notice or Costs Agreement, we will charge you professional fees for the work we do based on hourly rates as set out in section 5 staff and rates below. The hourly rates charged by our professional staff are set out in section 5. Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.
- 4.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in Section 5.
- 4.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 4.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised

accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.

5. Staff and rates

Responsible Partner:	Jason Carlson	Hourly Rates:	Partner	\$650.00
Responsible Solicitor:	Jason Carlson Partner		Special Counsel	\$600.00
			Senior Associate	\$550.00
			Associate	\$500.00
			Lawyer	\$450.00
			Graduate	\$300.00
			Clerk or Paralegal	\$250.00

6. Expenses & Disbursements

Internal Expenses

- 6.1. Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.
- 6.2. In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below). However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

- 6.3. We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.
- 6.4. Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.
- 6.5. Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained. We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

Disclosure of rewards

- 6.6. From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Billing, interest charges and contact person

- 7.1. 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 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.
- 7.2. If bills remain unpaid for 30 days of becoming due for payment, interest may be charged on the unpaid amount at the rate of 10% per annum as prescribed by Regulation 72 of the *Legal Profession Regulation 2017* (Qld), under section 321(3) of the *Legal Profession Act 2007* (Qld) ("LPA").

- 7.3. If you do not pay our account, the proposed Costs Agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid.
- 7.4. If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of this Costs Disclosure.

8. Engagement of another law practice (eg barrister)

- 8.1. If we engage another law practice (eg a barrister) on your behalf to provide specialist advice or services you will be advised. We will also provide you with a costs disclosure from that law practice.

9. Termination of our agreement

- 9.1. You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the Costs Agreement, this law practice may suspend work and may cease acting for you.

10. Costs in Court proceedings

- 10.1. If court proceedings are taken on your behalf:
- the court may order that you pay another party's costs (for example, if you lose the case)
 - the court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us
 - if the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed Costs Agreement
- 10.2. If you are successful in the litigation, you that may be able to recover some, but not all, of your costs from the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may recover will be between 60% to 80% of your actual costs.
- 10.3. If you are unsuccessful in the litigation, you may be ordered to pay some, but not all, of the costs of the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may be ordered to pay will be between 60% to 80% of the other party's actual costs.
- 10.4. If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this law practice will provide you with a reasonable estimate of my/our costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the costs you may have to pay the other party.
- 10.5. In certain cases different levels of costs can be awarded such as where one party makes an offer to the other party which is rejected and at the trial of the proceeding the other party does not achieve a result better than the offer. In these cases an indemnity costs order may be made which increases the costs recovered to a range of 80%-90% of the total cost if not 100%. If an indemnity costs order is made against you it is likely that the costs you will be obliged to pay to the other party will be in the range of 80%-90% of their total costs if not 100%.

11. Acknowledgement

I/we, _____ for and on behalf of
The Client acknowledge that I/we have read and understood the contents
of this Disclosure Notice.

Signed:

Dated:

Matter details

Client:	Sanctuary Cove Principal Body Corporate
Matter:	QCAT Application OCL093-24 - Buttner
Date issued:	14 March 2025

1. Disclosure prior to legal service

- 1.1. Before providing legal services and entry into any Costs Agreement, we are required to provide you with disclosure of information under the *Legal Profession Act 2007* (Qld).
- 1.2. A disclosure notice was provided to you with this document and by signing this document or otherwise accepting the offer:
 - a) you acknowledge you have received the Disclosure Notice; and
 - b) that you acknowledge that you have read the Disclosure Notice, which forms part of this agreement.

2. Professional Fees

- 2.1. Unless otherwise stated in the Disclosure Notice, we will charge you professional fees for the work we do based on hourly rates. The hourly rates charged by our professional staff are set out in the Disclosure Notice. **Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.**
- 2.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in the Disclosure Notice.
- 2.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 2.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.
- 2.5. We have set out our estimates for the cost of the work in the Disclosure Notice, as to Professional Fees and Disbursements, under the heading "Costs" in the table headed "The Work", in each case in reference to the corresponding Scope of Work set out in that table.
- 2.6. These costs are calculated in accordance with the hourly rates and costs and disbursements set out in the Disclosure Notice. They do not incorporate estimates for your costs of:
 - a) engaging third parties such as experts and barristers; and
 - b) filing fees and document access fees.
- 2.7. Where an entry in the table is marked "TBA" we are unable at this time to supply an estimate of works or costs involved as the nature and scope of those works is not clear. We will proceed with any such works as and when instructed and charge for those works in accordance with this agreement. We can provide a further estimate if requested as and when we are instructed to undertake such further works, or at any time (however we may remain unable to provide an accurate estimate if the nature and scope of those works remains unclear).
- 2.8. **If the Disclosure Notice provides a range of estimates for certain work, to the extent that we are required to provide you with a single estimate for that work, that single estimate is the upper limit of that range.**

Terms and Conditions

3. Acceptance of offer

This document is an offer to enter into a Costs Agreement with you. If you accept this offer you will be regarded as having entered into a Costs Agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance

- may be by any one of the following ways:
- signing and returning a copy of this document; or
- giving us instructions after receiving this document; or
- contacting us and advising of your acceptance.

We will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of the matter.

You must:

- provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
- act reasonably and take reasonable care to protect your own interests in respect to the matters
- the subject of this document;
- satisfy yourself as to the commercial viability of transactions (if any); and
- where relevant, investigate the bona fides of the other parties to the transaction, checking
- all financial matters and assessing the commercial soundness of the transactions.

Where you instruct us jointly with one or more other parties, you and each other party will be jointly and severally liable to pay our bills

4. Scope of Work

You have instructed us to undertake the Work set out in section 1 of the Disclosure Notice.

5. Estimate of Professional fees

Please note that, except to the extent provided otherwise in the Disclosure Notice, the amounts in the Disclosure Notice are estimates only and not a fixed quote. The total costs may exceed the estimate. While the estimate is based on present information and instructions and our current understanding from you as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which impact on these matters. In this event we will provide you with a revised estimate as soon as practicable.

Some of the variables which may impact upon the cost estimate provided above include the following:

- the number and duration of telephone calls or other communications;
- your prompt and efficient response to requests for information or instructions;
- whether your instructions are varied;
- whether documents have to be revised in light of varied instructions;
- the lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- changes in the law;
- the complexity or uncertainty concerning legal issues affecting your matter;
- the volume, quality and complexity of materials provided or obtained;
- the orders or directions of a Court or Tribunal; and
- the quality of expert material and the expertise and experience of any expert witnesses or consultants.

6. Expenses & Disbursements

Internal Expenses

Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.

In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below). However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.

Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.

Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained.

Disclosure of rewards

From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card

rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Contact Person

If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of the Costs Disclosure.

8. 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 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

9. 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 or: c) contacting us and advising of your acceptance. Upon acceptance you agree to pay for our services on these terms.

10. Interest Charges

Interest at the maximum rate prescribed in Regulation 72 of the Legal Profession Regulation 2017 (being 10% per annum) 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.

11. Recovery of Costs

The Legal Profession Act 2007 (QLD) ("LPA") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the LPA) has been given to you.

12. Payment Methods

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

- approve credit;
- ask the client to pay monies into our trust account;
- 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.

13. 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 as they become due. A trust statement will be forwarded to you upon completion of the matter.

14. 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.

15. Termination by Us

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

- while any of our tax invoices remain unpaid;
- if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- 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;
- if you refuse to accept our advice;
- if you indicate to us or we form the view that you have lost confidence in us;
- if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- 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
- if in our sole discretion we consider it is no longer appropriate to act.

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.

16. 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 if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

17. Lien

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

- 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; and

s) our lien will continue notwithstanding that we cease to act for you.

18. 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 the Australian Solicitors Conduct Rules (QLD). Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of the LPA and to comply with our duty to the courts. Your personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth). 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 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. We manage and protect your personal information in accordance with our privacy policy (which can either be found on our firm website or a copy of which we shall provide at your request). Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing. We are required and committed to protecting your personal information in accordance with our obligations under the Privacy Act 1988 and the National Privacy Principles.

19. 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.

20. Sending Material by Email

By entering this Agreement you ask us to transmit documents to you electronically to an email address or addresses provided to us from time to time. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. 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.

21. GST

Where applicable, GST is payable on our professional fees 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 charges.

22. Copyright

This agreement does not constitute any transfer, assignment, licence or other right to use or reproduce any letters, documents or materials we prepare as a result of this agreement.

23. Governing Law

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

Execution

I/we, _____ for
and on behalf of the Client acknowledge that I/we have read
and understood and agree to the contents of this Costs
Agreement.

Signed:

Dated:

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary

Address of scheme: Shop 1A, Building 1, Masthead Way, Sanctuary Cove, QLD, 4212

Section 2 – Authorisation

Notes: The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition. If there is insufficient space, please attach separate sheets.

I/we

Name of owner 1:

Signature: Dated: ___/___/___

Name of owner 2:

Signature: Dated: ___/___/___

being the Proprietor/s of the following Lot/s

Lot number/s: Plan number:

Name of Body Corporate:

PBC EC

hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (including adjournments) at (please tick **one**)

The body corporate meeting to be held on ___/___/___

All body corporate meetings held before ___/___/___ (expiry date)

All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

unless I/we serve you with a prior written withdrawal of the appointment of Proxy.

Signature of proxy holder: Dated: ___/___/___

Residential address:

Suburb: State: Postcode:

Postal address:

Suburb: State: Postcode: