

## CREDIT POLICY

*(Please read carefully)*

- Our Terms of Business require payment to be made to us on the terms set out on the invoice. Usually this is 14 days from the date of the invoice.
- Our Terms of Business also detail interest payable on late accounts.
- From time to time clients may find themselves in a position where it is not possible to comply with our normal payment requirements. If you think you may have difficulty meeting our payment requirements, please let us know at the outset of your instructions to us or as soon as you become aware that you may have difficulty making payment.

It is important to us that clients receive the best service and that we provide you with value for the cost of your legal advice.

### **Deduction of your fees**

As set out in our Terms of Business, you authorise us to deduct our fees, expenses or disbursements from any funds held in our trust account on your behalf where we have provided an invoice.

### **Our payment terms are:**

- On the settlement date for the sale and/or purchase of a property or other transaction where a payment is made or received through our trust account; or  
As set out in the invoice (usually 14 days from the date of the invoice).

### **Interest**

- We reserve the right to charge interest at 2% per month, compounding on the first day of each month, calculated at a daily rate, on all overdue fees, disbursements and charges remaining unpaid after the due date.

### **Invoices can be paid by:**

- Eftpos
- Visa and Mastercard
- Direct credit into our trust account

### **Cash contributions for a transaction**

If you are looking to use your credit card to advance a "cash contribution" towards a transaction then the credit card charges/fee incurred will be required to be added to the transaction. Approval is required from the firm's Manager beforehand.

### **Ceasing to act**

We also reserve the right to stop working for you if payment is not received for an account (or an interim invoice) and where no acceptable alternative arrangements for payment have been made.

DKL-N-82-VI

**Cost of recovery**

Any cost incurred in the recovery collection of an unpaid account will be passed on to you, including our time at our usual charge out rates.

**Litigation and Employment law**

When litigation or employment law work is undertaken, it can run over a period of months. In these situations, we may seek advance payment from you. We will send you an interim bill for work at relevant stages and require payment within our normal payment policy period of 14 days from the date of the invoice.

By prior agreement, we may accept payment on completion of some court, litigation or employment law work out of the proceeds that you are awarded or receive. However, you still remain liable for our invoice even in the event that those proceeds are not received by you. Interest on interim bills may be charged and we require an irrevocable authority (which cannot be cancelled by you) to deduct fees from those monies received on your account.

It is important to make arrangements with us if you are unable to meet our credit terms.

**Conveyancing, commercial work and other transactions**

If these transactions have a fixed settlement date we require payment of our costs and disbursements on that date. Details of our costs will be provided in our statement to you, showing the total required to settle your purchase or net funds you will receive on sale of your property.

**Fixed fee or quotation**

In certain circumstances, our Letter of Engagement may specify a fixed fee, an estimate (band) or a quotation. This will be recorded in writing and clearly labelled and set out our fees that we will charge for the agreed services.

We will advise you as soon as reasonably practicable if it becomes necessary for us to provide further services and give you an estimate of the likely amount of the further fees. Work which falls outside those services will be charged on an hourly rate basis.

**Personal responsibility**

You remain personally responsible for payment to us of any third-party fees or expenses that you may have requested us to bill or incur on your behalf.

**GST**

GST is payable on our fees and charges unless otherwise stated.

**We may ask you to pre-pay**

On certain transactions, we may ask you to pay an amount to us as a retainer, or to provide security for our fees and expenses in advance. You authorise us to:

- Debit costs and disbursements against amounts pre-paid by you; and to
- Deduct from any funds held on your behalf in our trust account, any fees, expenses or disbursements for which we have provided an invoice.

Any unused funds will be returned to you upon completion or termination of our services.

**Disbursements payable in advance**

At the outset of a transaction we may ask you for a payment to cover disbursement costs where we are required to pay these in advance on your behalf for example court filing fees, LIMs, search or registration fees.

Our policy is to obtain funds from you in advance for significant disbursements.

**Credit enquiries**

As set out in our Terms of Business, we reserve the right to make reasonable confidential credit enquiries to obtain credit and other personal information from credit agencies, and to provide personal information to those agencies at any time.

**Talk to us**

We believe that:

- good communication, and
  - an understanding of each other's requirements
- are the keys to a successful professional relationship.

This also applies to payment of our invoices.

If you are unsure of have any concerns please speak with the person responsible for your file, or contact our Manager or a Partner.