



Australian Government Solicitor

AGS CLIENT ENGAGEMENT AGREEMENT

CONTACT DETAILS

AGS contact

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AGS CLIENT ENGAGEMENT

These terms apply until otherwise agreed by the Client and AGS.

These terms may be varied by agreement of the Client and AGS in writing.

1. Requesting legal services

The Client may ask for a quote or estimate of costs from AGS prior to the provision of any legal services. The Client may use any written form of request.

Note: AGS can supply a template form if the Client requires one.

When the Client requires AGS to provide legal services the Client will issue an Order setting out its required legal services (Ordered Services). The Client may use any written form of Order.

Note: AGS can supply a template form if the Client requires one.

2. Costs of legal services

Unless otherwise agreed the AGS Rate Card, as set from time-to-time, will apply to legal services provided by AGS to the Client.

The disbursements which may be payable as part of the provision of legal services are set out in AGS's Disbursements Policy.

The rates in the AGS Rate Card are calculated in accordance with AGS's internal charging principles. These rates may change based on the outcome of regular reviews (both internal and independent) of AGS's cost model.

3. Undertaking legal services

If an Order is accepted, AGS will:

- i. undertake the Ordered Services in accordance with the scope outlined in the Order or as otherwise agreed with the Client;
- ii. comply with any timeframes agreed with the Client; and
- iii. comply with any Client legal service standards and guidelines agreed between the Client and AGS.

4. AGS personnel

AGS will advise the Client of the AGS personnel who will be primarily responsible for providing the Ordered Services.

AGS will consult with the Client in relation to any changes to the AGS personnel when any new AGS personnel will undertake significant work in relation to Ordered Services.

AGS may involve other AGS personnel where necessary or appropriate.

5. Protecting Client information

AGS will secure all confidential Client information in its possession against unauthorised access, use, or disclosure.

6. Legal Services Directions

AGS will provide the Ordered Services in accordance with the Commonwealth Attorney-General's Legal Services Directions issued under s55ZF of the *Judiciary Act 1903* (Cth), to the extent they apply.

AGS will identify and advise the Client of any significant issues that the Client may need to report under the Legal Services Directions.

AGS will inform the Client in a timely manner of any possible or apparent breach, or alleged breach, of the Legal Services Directions of which it becomes aware. Where AGS is responsible for a breach of the Legal Services Directions, it will advise the Client of remedial actions as appropriate at no cost to the Client.

7. Invoicing and payment

Bulk billed client invoices

If the Client requests a bulk-billing arrangement, invoices will:

- i. be provided each month in electronic bulk bill format; and
- ii. will not contain copies of receipts and invoices for disbursements as part of the invoice.

AGS invoices will meet the Client's bulk-billing invoice requirements agreed between the Client and AGS.

Per matter invoices

If no bulk-billing arrangement is in place, invoices will:

- i. be provided to the Client on a monthly basis in electronic format, delivered to the relevant Client Instructing Officer; and
- ii. will not contain copies of receipts and invoices for disbursements as part of the invoice.

AGS invoices will meet the Client's invoicing requirements agreed between the Client and AGS.

Payment

AGS's payment terms are that payment is to be made within 30 days of the issue of an invoice by AGS.

8. Reporting and reviews

Reports

Unless otherwise agreed, AGS can provide the Client with its standard reports of the legal services provided to the Client.

Review meetings

AGS and the Client will meet at agreed intervals to review AGS's provision of legal services.

9. Conflict of Interest

Except where appropriate arrangements are put in place with the Client's consent, AGS will endeavour to avoid a conflict of interest or duty. If a conflict of interest or duty does arise, AGS will inform the Client of the existence of the conflict and consult with the Client as to how best to manage or eliminate the conflict.

10. Changing the agreed scope of legal services

The Client may at any time and in its absolute discretion reduce the scope of, or terminate, any Ordered Services.

The Client may request that an agreed scope of legal services is expanded at any time. AGS will work with the Client to revise the scope of the Ordered Services and agree any revised timeframes and costs.

In the event of a reduction in the scope of any Ordered Services, the Client's obligation to pay costs and disbursements will reduce in accordance with the reduction in the Ordered Services.

In the event of any termination of the Ordered Services, the Client will be liable only to pay costs for any Ordered Services that were completed and disbursements that were incurred before the date of termination.

11. Managing complaints

If an issue arises in relation to AGS's performance in providing the Ordered Services, AGS will work with the Client to resolve the issue in a timely manner.

The relevant Client officer should promptly raise the issue with the AGS lawyer responsible for the Ordered Services, the supervising AGS lawyer or the AGS Client Service Manager and provide AGS with an opportunity to explain and address the issue.

If the issue cannot be resolved in the first instance within a reasonable time, the issue will be referred to the Australian Government Solicitor and the Accountable Authority of the Client (or their delegate) for resolution.