

**CASTLE LEGAL PTY LTD
LEGAL PROFESSION ACT 2004
DISCLOSURE STATEMENT**

1. The services we will provide to you are briefly described in the Castle Legal Costs Agreement published on this website.
2. The Costs Agreement includes the name of the person who will primarily be responsible for your matter and his or her contact details.
3. If you have any queries regarding legal costs, you may contact the Director/Principal, Tim Browne.
4. You will be charged for the services provided at the fixed fee set out in the Costs Agreement and current fee list posted on this website;
5. Where it is necessary for us to retain other lawyers to act on your behalf for your matter, such as barristers, lawyer agents or interstate lawyers, we will notify you of the basis on which those lawyers' fees will be charged. We may also incur other expenses and disbursements such as expert witnesses or consultants, titles and rates search fees, court fees, courier fees, travel expenses, stamp duty and government charges. Where possible, we will consult with you about these fees and expenses. You will be responsible for payment of these fees and expenses.
6. We will provide you with written updates as to the progress of your matter upon reasonable request from you. We may charge you for provision of these reports.
7. We will provide you with written updates as to your incurred legal costs upon reasonable request from you. You will not be charged for the provision of these reports.
8. You may terminate our services in writing at any time, in which event we will bill you for our services to that time. We may cease acting for you at any time and for any reason, including your failure to provide adequate instructions or to accept our advice. Upon our ceasing to act, until payment of all of our fees, expenses and interest, we will retain any documents or files which we hold on your behalf.
9. The Act requires that we provide you with the following specific information:
 - 9.1 you are entitled to negotiate a Cost Agreement with us;
 - 9.2 you are entitled to receive a bill from us;
 - 9.3 you are entitled to receive an itemised bill of costs from us provided that you request this within 30 days of receipt of a lump sum bill;
 - 9.4 in the event of a dispute in relation to our costs, you have the right to:
 - 9.4.1 apply to the Taxing Master of the Supreme Court of Victoria under Division 7 of the Act for a review of the whole or any part of our bill. This application must be made within 12 months after our bill has been given, a request for payment is made or the costs were paid, whichever occurs first. An application can be made out of time, otherwise than by a sophisticated client or a third party payer who would be a sophisticated client if the third party payer were our client, if it can be established that, after having regard to the delay and the reasons for the delay, that it is just and fair for the application for review to be dealt with after the 12 month period;
 - 9.4.2 apply to the Victorian Civil and Administrative Tribunal under the Act for the Cost Agreement to be set aside;
 - 9.4.3 make a complaint to the Legal Services Commissioner under chapter 4 of the Act within 60 days of the date that our costs were payable, or if an itemised bill was requested in respect of those costs, within 30 days after the itemised bill is supplied to you. A complaint can be made to the Legal Services Commissioner up to four months after the end of this period if you can show the Commissioner that there was reasonable cause for your delay in making your complaint, and that legal proceedings have not been commenced for recovery of the costs.
10. Our bills are payable on presentation. If a bill remains unpaid after 45 days, we may charge you interest at the Cash Rate Target as fixed by the Reserve Bank of Australia plus 2%. Interest charged on outstanding accounts will vary in line with movements in the Cash Rate Target.
11. We will destroy your file after completion and digitally scanning its contents. Should the need arise, you can request a copy of it reproduced from the scanning. .
12. Payment by credit card will attract a surcharge of 0.92% of the amount billed (plus GST).
13. Any substantial change in any of the matters in this Disclosure Statement will be highlighted on the updated statement on the website.
14. The information we collect from you will only be used and disclosed for the purpose of accurately representing you and for any legal obligations we have under the Legal Profession Act ("the Act") or as required by the Law Institute of Victoria.
15. In certain circumstances your information may be disclosed to the Courts, the Law Institute of Victoria, our insurers, barristers and other lawyers.
16. You have the right to access your personal information, subject to some exemptions governed by privacy law. We will inform you of any law requiring us to collect particular information from you.
17. Any failure by you to provide us with any required personal information may reduce the effectiveness of our representation and impact on the outcome of your matter.
21. The laws of Victoria apply to legal costs in relation to this matter. You have the right to accept under a corresponding law a written offer to enter into an agreement with us, and that the corresponding provisions of the corresponding law apply to the matter. Alternatively you can notify us under a corresponding law (and within the time allowed by the corresponding law) in writing that you require the corresponding provisions of the corresponding law to apply to the matter. Your right to enter into an agreement or give a notification as mentioned in this paragraph will be under provisions of the law of the other jurisdiction that correspond to section 3.4.4 of the Act.
22. An order for the payment of costs by a Court may not necessarily cover the whole of your legal costs.
23. If you would like a copy of our Privacy Policy, let us know and we will provide you with one.