

From: [Philippa White](#)
To: [Committee JSCINRS \(REPS\)](#)
Cc:
Subject: 17.1 - Tuart Place
Date: Thursday, 20 July 2023 3:41:16 PM
Attachments: [image001.png](#)
[image003.png](#)
[Costs Aq Harrow Legal 27-6-23.pdf](#)

Dear Senators Bilyk and Smith,

As Chair and Deputy Chair of the NRS Joint Standing Committee, please find attached for your information a claim farming letter and costs agreement brought in to Tuart Place by a client.

The recipient, _____ requested that we share the documents unredacted.

_____ recently attended a group information session for Noongar people held by Harrow Legal in Perth. They said the organisers were interested in people who had received a 'low NRS offer', on the basis that they could seek a further financial settlement for this group.

_____ said a number of people signed agreements at the meeting. _____ was not offered a costs agreement to sign, because her NRS offer had been 'too high' (\$100,000).

We have forwarded this document to knowmore Legal Service and the NRS.

Best wishes, Philippa



Dr Philippa White - Director

P: 08 6140 2380 or 1800 619 795

www.tuartplace.org



I acknowledge the traditional custodians of this country, the Whadjuk people of the Noongar nation. Today, I acknowledge Elders past, present and future. I am happy to be on Noongar country. With gratitude.

If you receive an email from me outside of usual business hours, I am sending it at a time that works for me. I'm not expecting you to read or reply until usual office hours.



HARROW LEGAL

Our Ref:
Your Ref:

27 June 2023

PRIVATE & CONFIDENTIAL

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Auburn NSW 2144

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Dear

Ref:
Your Matter

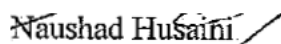
We refer to your matter and advise we are currently waiting on documentation from the National Redress Scheme in relation to your previous payout.

We enclose herewith our updated cost Agreement (in duplicate) and kindly request you to sign and return one of the copies and keep the second for your records.

We advise we also require an updated copy of your certified ID. Kindly provide a colour photocopy of your Driver Licence/Photo ID. This needs to be marked "This is a true and correct copy of the original", dated and signed by a solicitor or Justice of the Peace.

We look forward to receiving same.

Yours faithfully
Harrow Legal Pty Ltd


Naushad Husaini

Costs Agreement Terms & Conditions

Litigation

27/06/2023

Dear

ENGAGEMENT TERMS & COSTS AGREEMENT – LITIGATION (NO WIN NO FEE)

Thank you for instructing **Harrow Legal (Law Practice/we/us)** to act for and advise (Client/you) in relation to Loan Compensation Claim (**Engagement**).

Costs Agreement (No Win No Fee)

This engagement letter (**Engagement Letter**) together with the attached Terms and Conditions (**Terms**) (collectively, **Costs Agreement**) constitute a costs agreement for the purposes of the *Legal Profession Uniform Law (WA) (Uniform Law)*.

As discussed, you may negotiate the terms of the Costs Agreement with us, including the billing method adopted to calculate the charges. Please contact us, at no charge, if you require clarification of any aspect of the Costs Agreement. You will see that the Terms explain the operation of legal costs determinations. The Supreme Court and District Court (Contentious Business) – Legal Costs Determination (Costs Scale) applies to the Engagement and is available at [Legal Profession \(Supreme and District Courts \(Contentious Business\) Determination 2022 with erratum \(www.wa.gov.au\)](http://www.wa.gov.au).

Lawyers

The lawyers who will work on the Engagement are set out below, together with their contact details and hourly rates. They are contactable should you wish to discuss any aspect of the Engagement, costs or the Costs Agreement.

Lawyer	Position	Contact Details	Rate excl GST AUD \$
Naushad Husaini	Senior Solicitor		\$600.00

Although these lawyers are primarily responsible, there will be times when work may be undertaken by other lawyers, law graduates and/or law clerks, depending on the urgency and nature of the work. For example, junior lawyers and paralegals may assist in the Engagement where it is more effective and economical to do so.

Basis of Charging

We charge legal costs under two categories, professional costs (**Professional Costs**) and disbursements. For Professional Costs, we will charge you on the basis of the Rates set out and explained in the Terms.

Estimates of Likely Costs

As outlined in the Terms, we provide estimates of the likely costs for the Engagement (**Estimates**) in the table below. You will see that the Estimates are broken down into various phases, with the total costs of all phases being \$80,000.00.

No.	Description	Amount AUD \$ (incl. GST)
1.	Estimate of Professional Costs from the taking of instructions to make legal appointments (Phase 1)	\$5,000.00
2.	Estimate of likely Counsel fees for Phase 1	\$2,000.00
3.	Estimate of likely disbursements for Phase 1	\$10,000.00
Sub-total Phase 1		\$17,000.00
4.	Estimate of Professional Costs from M.L to Mediation (Phase 2)	\$15,000.00
5.	Estimate of likely Counsel fees for Phase 2	\$8,000.00
6.	Estimate of likely disbursements for Phase 2	\$5,000.00
Sub-total Phase 2		\$28,000.00
7.	Estimate of Professional Costs from Mediation to Harrow Legal (Phase 3)	\$25,000.00
8.	Estimate of likely Counsel fees for Phase 3	\$10,000.00
9.	Estimate of likely disbursements for Phase 3	\$8,000.00
Sub-total Phase 3		\$43,000.00
TOTAL COSTS Phases 1, 2 and 3		\$88,000.00

As outlined in the Terms, in litigation matters the general rule is that a successful party may be entitled to recover legal costs from the unsuccessful party (**Party and Party Costs**). Even if successful, a Party and Party Costs order in your favour will not cover the entirety of your costs as the costs will be limited to the sums set out in the Costs Scale, unless special costs orders are made.

Similarly, if you are unsuccessful, you may be ordered to pay the successful party's Party and Party Costs. Those costs will also be limited to the sums set out in the Costs Scale, unless special costs orders are made.

Further Work

If you instruct us to do additional work beyond the scope of the Engagement (**Further Work**), we will confirm those instructions with you in writing and we will provide you with additional Estimates for the Further Work. The Costs Agreement will also apply to the Further Work.

Acceptance of the Terms

It is important that the basis upon which we act for you is clearly understood and agreed upon between us. For the purposes of the Uniform Law, the Costs Agreement is a written offer to enter into a retainer agreement. Once you have read and understood the Costs Agreement and you agree that the Costs Agreement reflects our agreement, please confirm acceptance of the offer by either:

1. signing the Engagement Letter where indicated below, and by initialling each page of the Terms, and returning the signed version of the Costs Agreement to us (keeping a copy for your records); or
2. Alternatively, you may accept the offer by your conduct. For example, by continuing to give instructions to us after receipt of the Costs Agreement or depositing funds into our trust account on account of our fees.

It is our preference (for administrative reasons) that you sign and return the Costs Agreement to us.

Other Matters

Please be aware that every contact you make with us is likely to be chargeable. Further, if you seek our advice on non-legal issues which may be related to the legal issues, we may charge you for our time spent in attending to those non-legal issues. Lastly, please inform us of any change to your contact details or any change in

circumstances.

Interest

You will see that the Terms provide that we may charge interest on the amount of any rendered accounts that remain unpaid for longer than 30 days after we have given the account to you. The rate of interest payable is equal to the Cash Rate Target specified by the Reserve Bank of Australia, as at the date the account was rendered, increased by 2 percentage points. As at the date of the Engagement Letter, the Cash Rate Target specified by the Reserve Bank of Australia is 3.5%. The rate of interest currently payable is therefore 5.5%. Clearly, this rate may vary.

Costs - Payable Upon Successful Completion

At your request, we have agreed to act on a speculative basis which means that we will only charge you professional fees if your matter is successful whether during the currency of this costs agreement or subsequently whether we are then representing you or not.

Successful Completion

By successful completion, we mean:

- (a) An award of verdict in your favour in connection with the matter whether under this costs agreement or subsequently whether we are then acting for you or not;
- (b) The recovery of money as a result of any settlement of the matter, including a settlement completed after termination of this agreement;
- (c) An offer to you that arises from or is related to work performed by us on your behalf and is one that we reasonably recommend that you accept as a settlement; and
- (d) An order for costs in your favour.

In addition to this Agreement, we may be required to enter in a Funding Agreement with the Litigation Funder, under which disbursements concerned must be paid on your behalf by the Funder.

The disbursement will be referred to in a Disbursement Tax Invoice which will be forwarded by us to you, and a copy of which will be sent to the Litigation Funder. The Litigation Funder will then pay such disbursements which will be paid to Harrow Legal Pty Ltd on your behalf and applied in respect of the payment of such disbursements.

These disbursements may include disbursements that we have already paid on your behalf from our General Account.

We will inform you of these expenses and disbursement and any other payments required to be made, when we are in a position to do so.

You have directly engaged About Time For Justice to obtain your statement and investigate the matter. Their fees are approximately \$6,050.00 inclusive of GST which will be paid by the Funder. The amount charged by the Funder will be approximately \$9,680.00 inclusive of GST and it will be deducted from the settlement as a disbursement. You will be advised if any further accounts are sent by About Time For Justice upon receipt and/or upon settlement.

We thank you for your instructions and we look forward to being of assistance to you.

Yours sincerely

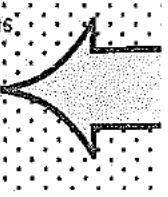
HARROW LEGAL

Liability limited by a scheme approved under Professional Standards Legislation

Encl: Terms & Conditions

The Client has read the Costs Agreement (as defined above) and accepts the Law Practice's offer on the terms set out in the Costs Agreement.

Date:



Costs Agreement Terms & Conditions

Litigation

This Costs Agreement:

- adopts the definitions from the accompanying Engagement Letter.
- comprises both the Engagement Letter and the Terms.
- is between Harrow Legal Pty Ltd trading as Harrow Legal (Law Practice/we/us) and the Client (you) and constitutes an offer to you to enter into the Costs Agreement with us to act for and advise you in relation to the Engagement.
- is made pursuant to the Legal Profession Uniform Law (WA) (Uniform Law).

1. PROFESSIONAL COSTS

You agree that we have explained to you that:

- 1.1 The costs that you are to pay us for Professional Costs for work undertaken in relation to the Engagement (including any non-legal work) will be billed at the following hourly rates (Rates):

Description	Rate excl GST	Rate incl GST
Partner	\$600.00	\$660.00
Senior Solicitor	\$600.00	\$660.00
Junior Solicitor	\$500.00	\$550.00
Clerk/Paralegal	\$300.00	\$330.00

- 1.2 The Rates will be charged in units of 6 minutes. If the actual time spent is less than 6 minutes you will be charged for the full 6 minutes. If more than 6 minutes is spent, the calculation is made on the next highest level. For example, if 8 minutes is spent, the charges are calculated as for 12 minutes.

2. DISBURSEMENTS & GST

- 2.1 In addition to Professional Costs, we will charge you for disbursements incurred on your behalf. Common disbursements may include the following:

Photocopying	\$1.00 per page
Courier, deposition videography, transcript charges etc	At cost
Attendance to lodge/serve documents	\$350.00 per attendance
Counsel fees, expert and witness costs	At cost, subject to prior instructions

- 2.2 The Law Practice will obtain your approval prior to incurring any disbursements where the disbursements are likely to be in excess of \$250.
- 2.3 You agree to pay the Goods and Services Tax (GST) where applicable. The GST rate is currently 10%. Should the GST rate change at any time, you agree to pay any amended GST rate.

3. BILLING ARRANGEMENTS

- 3.1 We will render accounts to you at regular intervals (usually monthly) at our discretion.
- 3.2 You agree to pay our accounts within 30 days of the date of each account, subject to your right to dispute costs.
- 3.3 An account may be rendered in a lump sum form or in an itemised form and the sum of the itemised account may be higher than the sum of the lump sum account.
- 3.4 Where a discount is given on a 'but say' basis on a lump sum or itemised account, it is provided on condition that the account is paid within 30 days of the date of the account. If the account is not paid within 30 days, we may claim the full amount of the account, excluding any "but say" discount.

4. INTEREST

- 4.1 We may charge you interest on the amount of any rendered accounts that remain unpaid for longer than 30 days.
- 4.2 The rate of interest payable is equal to the Cash Rate Target specified by the Reserve Bank of Australia, as at the date the account was rendered, increased by 2 percentage points.
- 4.3 The Engagement Letter specifies the current interest rate. Clearly this rate may vary.

5. COSTS SCALES

You agree that we have explained to you that:

- 5.1 From time to time, legal costs determinations are made regulating the costs that may be charged by law practices. The legal costs determination that is applicable to the Engagement is set out in the Engagement Letter, and it is updated from time to time, usually every 2 years (Costs Scale). It is likely that the Law Practice's charges will exceed the charges provided for in the Costs Scale.
- 5.2 By entering into the Costs Agreement, you allow us to charge you costs which in most cases will be higher than the costs permitted under the Costs Scale. There may be other law practices that will charge in accordance with the Costs Scale.
- 5.3 The charges pursuant to the Costs Agreement are likely to be higher than under the Costs Scale because the Costs Agreement allows us to charge for all time spent on the Engagement, whilst the Costs Scale typically limits the type of work that may be charged and provides a limit or cap in the number of hours that may be charged for certain tasks.

6. PARTY AND PARTY COSTS

- 6.1 In litigation matters, the general rule in relation to Party and Party costs in Western Australia is that a successful party may be entitled to recover legal costs from the unsuccessful party (Party and Party Costs).
- 6.2 Unless the successful party obtains exceptional costs orders from the Court, the Costs Scale outlines the maximum costs that the successful party can recover from the unsuccessful party.
- 6.3 Any payment you receive for Party and Party Costs may not be enough to meet all the costs that you have incurred.

7. TRAVEL COSTS

- 7.1 You agree to pay for necessary metropolitan area travel at rates capped at 50% of the Rates.
- 7.2 You agree to pay our reasonable travel expenses, to be agreed in advance with you, if it becomes necessary to travel intrastate, interstate or overseas, at rates capped at 50% of the Rates, not exceeding 8 hours travel per day.

8. VARIATION OF RATES AND/OR CHARGES

- 8.1 We may at our discretion review the Rates and/or charges by giving you at least 30 days written notice of any increase. It is usual for us to annually review the Rates and/or charges.
- 8.2 Any increases will not be higher than 10% of the previously agreed Rates.
- 8.3 If you do not agree to the increased Rates and/or charges, then the Costs Agreement may cease to have effect, subject to payment by you of any professional fees and disbursements due to us, up to and including the date when you inform us that you are not prepared to accept the increased Rates and/or charges.

9. ANOTHER LAW PRACTICE, COUNSEL, EXPERTS & WITNESSES

- 9.1 We will obtain your approval to engage another law practice, counsel, expert or witness on your behalf and you authorise us to negotiate the fees payable to the other law practice, counsel, expert or witness.
- 9.2 In litigious matters, the costs of other law practices, counsel, experts and/or witnesses may not be recoverable by you from the other party to the proceedings, either partly or fully. Notwithstanding, you will be liable for the total amount incurred, irrespective of any amount recovered from the other party.
- 9.3 As soon as reasonably practicable after the engagement of another law practice or counsel, we will inform you:
- 9.3.1 of the basis on which their legal costs will be calculated;
- 9.3.2 an estimate of their total legal costs; and
- 9.3.3 of any significant change to any matter affecting their legal costs as soon as is practicable after we become aware of that significant change.
- 9.4 The other law practice and/or counsel may ask us or you to enter into a separate costs agreement with them.
- 10. COSTS ESTIMATE**
- 10.1 On the information currently available to us, the Engagement Letter outlines a reasonable indication of the amount of legal costs (Estimate) you may incur in relation to the Engagement.
- 10.2 The Estimate is based on the Engagement proceeding in the manner envisaged by the Law Practice and the Client as at the date of the Engagement Letter.
- 10.3 You acknowledge that the Estimate is an estimate only and not a quotation. It is difficult to give accurate quotations of how much a particular matter will cost unless the exact scope of the work to be undertaken can be determined in advance.
- 10.4 The major variables that may affect the Estimate include (but are not limited to) the number and type of issues that arise regarding the Engagement, the conduct of other relevant parties, changes in instructions, ease or difficulty in taking instructions and any additional information and circumstances that may arise.
- 10.5 Situations can and do arise that are likely to result in the Estimate needing to be revised. We will inform you in writing of any significant change to the Estimate.
- 11. FURTHER ESTIMATES - SETTLEMENT**
- 11.1 If we negotiate the settlement of your matter we will disclose the following to you before the settlement is executed:
- 11.1.1 A reasonable estimate of the amount of legal costs payable by you if your matter is settled, including any legal costs of another party that you are to pay; and
- 11.1.2 A reasonable estimate of any contributions towards those costs likely to be received from another party.
- 12. TRUST FUNDS**
- 12.1 We may request that you pay money into our trust account (Trust Funds) within a specified time to meet our anticipated costs and disbursements.
- 12.2 You authorise us to withdraw funds from the Trust Funds for payment of costs and disbursements that you owe us. We will not withdraw Trust Funds until 7 business days after the relevant account has been given to you.
- 12.3 A trust account statement recording all transactions with respect to your trust funds will be provided to you as soon as practicable after:
- 12.3.1 we receive a request from you for a statement; and/or your matter is finalised; and
- 12.3.2 30 June of each year, except:
- (a) where the balance of the account is zero and no transactions have occurred within the last 12 months; or
- (b) with respect to the 2022/2023 financial year, you had a trust account at 30 June 2022 which was open for less than 12 months, or was open for more than 12 months but a trust account statement was provided to you within 12 months and no further transactions occurred from the date of issue.
- 13. SETTLEMENT SUM**
- 13.1 If you receive a settlement sum, including interest and/or legal costs (Settlement Sum), you authorise us to:
- 13.1.1 receive and deposit the Settlement Sum into our trust account; and
- 13.1.2 deduct from the Settlement Sum, Professional Costs and expenses that are due and payable by you to us.
- 14. YOUR RIGHTS IN RELATION TO COSTS**
- 14.1 You are at liberty to take independent legal advice in relation to the provisions of this Costs Agreement and it is in your interests to do so.
- 14.2 You have a right to:
- 14.2.1 Negotiate the terms of the Costs Agreement with us.
- 14.2.2 Negotiate the method of billing (i.e. whether it be according to hourly rates, or on a fixed fee basis).
- 14.2.3 Receive an account in either lump sum or itemised form. If the account is received in lump sum form or only partially itemised, you have the right to request an itemised bill within 30 days after a lump sum account is payable.
- 14.2.4 Seek the assistance of the designated local regulatory authority (the WA Legal Services and Complaints Committee) in the event of a dispute about legal costs. If the complaint relates to costs it must be made within 60 days after the costs become payable or 30 days after an itemised bill is provided.
- 14.2.5 Apply to a costs assessor of the Supreme Court of Western Australia for the assessment of the whole or any part of an invoice for legal costs that you have received (even if that bill has been wholly or partly paid). Your application for the assessment must be made within 12 months after the bill was rendered to you.
- 14.2.6 Be notified of any significant change to any matter affecting legal costs as soon as is practicable after we become aware of that significant change.
- 14.2.7 Request and be provided with a written report of the progress of the Engagement or Further Work (where applicable) or a written report of the legal costs incurred by you to date or to the date of the last account. We may charge you for a report in relation to the progress of the Engagement or Further Work (where applicable), however, we will not

- charge you for a report in relation to legal costs.
- 14.3 Nothing in the Costs Agreement affects your rights under the Australian Consumer Law.
- 15. TERMINATION BY YOU**
- 15.1 You may terminate the Costs Agreement at any time, by providing notice to us in writing.
- 15.2 If you request us to cease acting for you, you acknowledge that our costs will become due and payable immediately upon receipt of the written request that we cease acting.
- 16. TERMINATION BY US**
- 16.1 We may cease acting for you if:
- 16.1.1 You have not performed any of the obligations required under the Costs Agreement, including any failure to pay our accounts in a timely manner or to deposit Trust Funds.
- 16.1.2 You have misrepresented any material fact and/or failed to inform us of any material facts necessary to enable us to perform our obligations.
- 16.1.3 You have not given adequate instructions within a reasonable time of being requested to do so.
- 16.1.4 In our reasonable opinion it appears that mutual confidence and trust no longer exists between us.
- 16.1.5 In our reasonable opinion, continuing to represent you may place us in breach of the Australian Solicitors Conduct Rules 2015 or ethics governing legal practice in Western Australia.
- 16.1.6 For any other reason permitted by law.
- 16.2 If we cease to act for you in any of the above circumstances:
- 16.2.1 We will give you written notice to that effect.
- 16.2.2 You acknowledge that our costs will become due and payable immediately upon receipt of our written notice that we have ceased acting.
- 17. LIEN**
- 17.1 You agree that we are entitled to retain by way of lien (including a general retaining lien) (Lien) any funds, property or papers of yours which are in our possession and control until all costs, disbursements, interest and expenses have been paid by you.
- 17.2 The Lien exists without affecting any other lien to which we are otherwise entitled at law in respect of any funds, property or papers of yours.
- 17.3 The Lien will continue even if we cease acting for you.
- 17.4 If we are required to take any steps to be removed from the court record as your lawyers, you agree that we are entitled to charge you for the time spent in taking those steps in accordance with the Rates set out in the Costs Agreement.
- 18. RETENTION OF DOCUMENTS**
- 18.1 Once the Engagement has concluded and all costs and disbursements have been paid, you may request the return of your papers relating to the Engagement or any later instructions.
- 18.2 We will retain your documents in our possession or electronic images of those documents for no more than 7 years, except any documents that are stored in our safe custody indefinitely (for example, wills), or where you have given us written instructions that certain documents be retained indefinitely.
- 18.3 You authorise us to confidentially destroy your documents 7 years after the date of the final account
- in relation to the Engagement or the final account or any later instructions.
- 19. COMMUNICATION**
- 19.1 You authorise us to communicate with you by email (including transmission of attachments and of confidential and privileged material), unless you instruct us otherwise in writing.
- 19.2 You authorise us to render accounts to you, and you agree to receive accounts from us, by email.
- 19.3 We cannot guarantee the security of emails sent or received via the internet.
- 20. CLOUD COMPUTING**
- 20.1 You authorise us to store and access electronic data through third parties that provide internet data storage and cloud computer access systems.
- 20.2 You acknowledge that we have made every endeavour to ensure that the provider of the cloud computing systems has in place security to maintain the confidentiality of your information, however you acknowledge that we cannot guarantee the security of data.
- 21. PRIVACY**
- 21.1 The *Privacy Act 1988* (Cth) and the National Privacy Principles apply to the collection, use and disclosure of personal information.
- 21.2 We acknowledge the importance of maintaining the confidentiality of personal information relevant to individuals connected to you, including from adverse parties. We will only collect personal information that is necessary. We will also take all reasonable steps to ensure that any personal information is not disclosed to, or accessed by, unauthorised persons.
- 21.3 You authorise us to disclose any information we hold about persons connected to you to others where it is necessary. For example, disclosure may be compelled by law, and it will be necessary to disclose certain information about you to the Court and to Counsel (if Counsel is engaged).
- 21.4 You also authorise us to disclose any personal information where necessary to others to advance your claim.
- 21.5 We are required to collect your full name and address pursuant to Rules 47 and 93 of the *Legal Profession Uniform General Rules 2015* and to comply with our duty to the Courts.
- 22. COPYRIGHT**
- You acknowledge:
- 22.1 Our copyright in all documents we prepare for you.
- 22.2 That any document we prepare must not be reproduced, adapted or communicated, except as permitted under applicable copyright law, without our prior written consent, subject to your right to use those documents for the purposes for which they are provided.
- 23. SEVERABILITY**
- 23.1 Each term of the Costs Agreement is separate and severable from the other provisions in the Costs Agreement.
- 23.2 If any term in its entirety, or part of a term is found to be invalid or unenforceable, it shall be severed from the Costs Agreement and the remainder of the Costs Agreement will remain effective.
- 24. LIMITED LIABILITY DISCLOSURE**
- 24.1 Our liability is limited by a scheme approved under Professional Standards Legislation (WA).
- 25. JURISDICTION**
- 25.1 The law of Western Australia governs the Costs Agreement.
- 25.2 The Agreement applies even if the amount which you succeed in claiming is within the monetary jurisdiction

of the Magistrates Court or the Federal Magistrates Court.

26. REASONABLE CARE

We shall take all reasonable care in:

- 26.1 providing legal services to you.
- 26.2 charging no more than fair and reasonable amounts for legal costs.

27. CLIENT INSTRUCTIONS & CONCERNS

- 27.1 You must always be open and honest with us.
- 27.2 You must inform us of any change or changes that may be relevant.
- 27.3 If, at any time, you are not completely happy with the service that you receive from us, please inform us of your concerns.
- 27.4 Any concern that you raise shall be addressed courteously and expeditiously and hopefully to your complete satisfaction.

28. RETROSPECTIVE COSTS AGREEMENT

- 28.1 The Costs Agreement applies to past work that we have undertaken for you from and including the date specified in the Engagement Letter, and to future work, in relation to the Engagement.

29. CONCLUSION

By signing the Engagement Letter or continuing to instruct us after receipt of the Costs Agreement you:

- 29.1 acknowledge that you have received, read and understood the Costs Agreement.
- 29.2 agree to be bound by all terms and conditions outlined in the Costs Agreement.
- 29.3 agree that the Costs Agreement applies from and including the date specified in the Engagement Letter.