STRATA TITLE MANAGEMENT
your strata care company
ABN: 43 119 665 762
www.stratatitle.com.au

NOTICE OF STRATA COMMITTEE MEETING OF THE OWNERS CORPORATION (Schedule 2)

A meeting of the Strata Committee of the Owners Strata Plan No. 50785 will be held
In the Office of Strata Title Management, Suite 1, 191-193 Taren Point Road, Taren Point
on **Thursday 18th July 2019** commencing at 10am

AGENDA

1)	**THAT** the minutes of the previous Strata committee meeting be confirmed as a true and accurate account of the proceedings of that meeting.	❒ FOR ❒ AGAINST
2)	**THAT** the Strata Committee of SP 50785 approve the costs agreement of J S Mueller & Co (estimated at $1500- $2000 + GST). A copy of the costs agreement is attached to the notice of this meeting. ***Note – The legal works involved are for the purpose of attending mediation in the matter concerning the awning installation of Lot 1, with the mediation application being initiated by Lot 2.**	❒ FOR ❒ AGAINST
3)	**THAT** the Strata Committee of SP 50785 authorise J S Mueller and any available Strata Committee Member to represent the Strata Committee at the hearing.	❒ FOR ❒ AGAINST

STRATA COMMITTEE VOTING ONLY

Print Name**.....**

Signature**.....**

Date**.....**

Daniel Goodwin
SENIOR STRATA MANAGER
STRATA TITLE MANAGEMENT

Dated 12th July 2019

IMPORTANT NOTICE ATTENDANCE IS NOT REQUIRED AT THIS MEETING
It is proposed to hold the meeting in accordance with Schedule 2 of the Strata Schemes Management Act 2015. Representatives should vote on the above motions and return by mail, fax (02 9266 2699) or E-mail. **Owners – No action is required**

STANDARD COSTS AGREEMENT

TO: **The Party Identified in the Accompanying Email**

FROM: **JS Mueller & Co Lawyers | Level 1, 240 Princes Highway, Arncliffe NSW 2205**

A. This document is an offer to enter into a costs agreement with you.

B. The work we have been instructed to do is described in the accompanying email ("Work").

C. The disclosure requirements which we are required to provide you under the *Legal Profession Uniform Law* ("Law") are contained in the accompanying Standard Costs Disclosure which forms part of this document pursuant to Part 4.3 of the Law.

D. Acceptance of Offer

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;
- giving us instructions after receiving this document;
- oral acceptance.

Failure to accept our offer within 7 days of dispatch of this document can result in the immediate withdrawal of our offer to act on your behalf.

E. Termination of Agreement

E1. We will not continue to do the Work: if you fail to pay our bills; if you fail to provide us with adequate instructions within a reasonable time; if you give instructions that are deliberately false or intentionally misleading; if you fail to accept an offer of settlement which we think is reasonable; if you fail to accept advice we (or counsel) give you; if you engage another law practice to advise you on this matter without our consent; if we, on reasonable grounds, believe that we may have a conflict of interest, or if you indicate to us that we have lost your confidence; or for other just cause.

We will give you at least fourteen (14) days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

E2. You may terminate this agreement at any time.

If the agreement is terminated either by you or us, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of our lump sum fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay our costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.

On termination, we are entitled to retain possession of your papers and documents while there is money owing to us for our charges and expenses, unless and until security is provided for our costs.

F. Retention of your documents

We will, on completion of the Work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years and on the undertaking that we have your authority to destroy the file seven years after the date of the final bill rendered by us in this matter.

G. Privacy Protection

Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (eg. under the *Social Security Act*). You also authorise us to disclose such information where necessary to others in furtherance of your claim/matter (eg. within the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

H. Payment / Money on Account

Either:

We may ask you to pay us, in advance, some money on account of payments which will be made to others and our costs.

OR

We will ask you to repay the money paid on your behalf in clause 2[3] of the costs disclosure document as and when we send you bills for these payments.

I. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement money, or money received from any source in furtherance of your work, and to pay ourselves our costs, disbursements and expenses in accordance with the provisions of Rule 42 of the *Legal Profession Uniform General Rules 2015*. A trust statement will be forwarded to you upon completion of the matter.

Signed

_____

Client

JS Mueller & Co Lawyers

JS MUELLER & CO LAWYERS

STANDARD COSTS AGREEMENT

Standards Cost Disclosure

This document, the accompanying Form, and the accompanying email disclose information about the costs of our legal services, and your rights, as required by the Law. You may negotiate and enter into a costs agreement with us based on the information contained in this document. A standard costs agreement is attached.

1. GST

All rates, charges, expenses etc in this document are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be added and charged to you.

2. Costs-how calculated

2.1. *Professional Fees*

We will charge you professional fees for the work we do:

(a) an hourly rate of: $550.00 (plus 10% GST) for a partner

(b) an hourly rate of: $500.00 (plus 10% GST) for an employed senior solicitor

(c) an hourly rate of: $350.00 (plus 10% GST) for an employed junior solicitor

(d) an hourly rate of: $120.00 (plus 10% GST) for secretarial services

We will charge you professional fees for any work you require us to do on an urgent basis at the hourly rates specified above increased by 30% plus 10% GST.

These rates 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. Travelling time will be charged at these rates.

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 changes to our charge out rates.

2.2. *Charges*

We will charge you for services we use or supply. Our rates are:

2.2.1. photocopying: $1.20 per page (plus 10% GST)

2.2.2. faxes incoming and outgoing: $1.20 per page (plus 10% GST)

2.2.3. printing of incoming emails: $1.20 per page (plus 10% GST)

2.2.4. obtaining an electronic search: $10.00 per search (plus 10% GST)

2.3. *Expenses & Disbursements*

We may incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf.
These may include:
Search fees; enquiry fees; court filing fees; process servers; experts' reports; witnesses expenses; travel expenses, transcripts; barrister's fees and others.

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.

3. Estimate of Costs

Our estimate of costs is based on the information available to us to date. It is an **estimate, not a quotation** and subject to change. We estimate the cost of the Work to be the amount(s) set out in the accompanying email.

These estimates are made on the information available to us at this time. They may, and probably will, change when more information is available to us. The major factors which will affect the estimates are:

- The volume of material we need to peruse to do the Work;
- The number of times we need to communicate with you to do the Work;
- Whether we need to meet with you to do the Work;
- The urgency with which you require us to do the Work.

4. Billing arrangements

We will send you a bill of costs containing information of our professional fees and charges, disbursements and expenses, including GST, **either** after completion of the work, **or** monthly, **or** at intervals determined by us **or** at other times as agreed with you, when the work is in progress. You authorise us and consent to us sending you, and consent to you receiving, any bill of costs by email to any email address for you that you have supplied to us.

5. Interest on unpaid costs

Interest at the maximum rate prescribed in Rule 75 of the *Legal Profession Uniform General Rules 2015* (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. This rate is subject to change and may vary at the time our bill of costs issues.

6. Dispute as to legal costs

In addition to the rights set out in the accompanying Form you also have the right to have the costs mediated if the dispute is less than $10,000 (referral for mediation must be made before an application for assessment is accepted by the Manager, Costs Assessment).

7. Persons responsible for your matter and legal costs

Mr Adrian Mueller will be responsible for your matter. You may contact him regarding your matter and your legal costs.

8. Substantial changes to disclosure

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

9. Engagement of another law practice *(e.g. barrister)*

It may be necessary for us to engage, on your behalf, the services of another law practice to provide specialist advice or services, including advocacy services, or to act as our agent. We will consult you as to the terms of that law practice's engagement, but you may be asked to enter into a costs agreement directly with that law practice. The law practice engaged by us will disclose costs in a similar manner and we will disclose those costs to you.

10. Costs in Mediation

If your matter is referred to mediation, the mediator does not have power to make costs orders. This means that both you and the other party will need to bear your own costs of the mediation.

11. Costs in NCAT Proceedings

If your matter involves proceedings in the NSW Civil and Administrative Tribunal, the Tribunal may order the other party to pay your costs of the proceedings but only if there are special circumstances. This sum will not necessarily cover the whole of your legal costs due to us. It is possible that the Tribunal may make an order that you pay the other party's costs (if, for instance, you lose the case) and there are special circumstances. These costs are payable by you to the other party in addition to the costs payable to us.

12. Costs in Court Proceedings

If court proceedings are taken on your behalf or your matter otherwise involves court proceedings, the court may order the other party to pay your costs of the proceedings. This sum will not necessarily cover the whole of your legal costs due to us. It is possible that the court may make an order that you pay the other party's costs (if, for instance, you lose the case). These costs are payable by you to the other party in addition to the costs payable to us.

13. Costs in Litigation

13.1. If you are successful in litigation in the Tribunal or a court, and a costs order is made in your favour, you may anticipate recovering from the other party approximately 75% of the costs and disbursements which you are liable to pay to this firm.

13.2. If you are unsuccessful in litigation in the Tribunal or a court you may be ordered to pay the other party's costs. We anticipate that its costs will be similar to yours. You should anticipate paying approximately 75% of what the other party's law practice may charge.

13.3. If settlement of your claim is being negotiated, we will provide you before settlement with:

13.3.1. a reasonable estimate of our costs payable by you on settlement;

AND

13.3.2. a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you;

OR

13.3.3. a reasonable estimate of the costs you may have to pay the other party (eg. your case is weak, etc).

14. Applicable law

The law of NSW applies to legal costs regarding this matter. However, see your rights in the accompanying Form.

15. Release of File

If at any time you require your file to be removed from our custody we shall be entitled to take a hardcopy or electronic copy of all or any part of that file for retention by this firm and to charge you for that photocopying at the rate set out in paragraph 2.2.1 and charge you for that scanning at the rate of $1.20 per page. Payment of those costs shall be a precondition for release of the file to you.

16. Progress reports

You are entitled to request, at reasonable intervals, written progress reports on your matter. Our normal charge-out rates will apply for this service. You are entitled to request a written report on the legal costs incurred to date since the last bill of costs was given to you, free of charge.

Legal Costs – Your Right to Know

You have the right to:

- Negotiate a costs agreement with us
- Receive a bill of costs from us
- Request an itemized bill of costs after you receive a lump sum bill from us
- 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
- Apply for the costs agreement to be set aside
- Accept or reject any offer we make for an interstate costs law to apply to your matter
- Notify us that you require an interstate costs law to apply to your matter.

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 your local law society or law institute (or download it from their website).

If you are an owners corporation then you may be required to give a copy of our costs disclosure to each owner and strata committee member within 14 days of the disclosure being made in accordance with section 105 of the Strata Schemes Management Act 2015.