



We take your Privacy seriously – both as lawyers that owe you a duty of confidence and also as a business that seeks to integrate the highest level of security into our online platform.

Scroll down and you will see our Privacy Policy.

Scroll down to also review our legal services agreement. But before you review our legal service agreement, we point out the following Disclosure:

---

*Disclosure of Costs to Clients*

*Your have the right to:* • negotiate a costs agreement with us • receive a bill of costs from us • request an itemised 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 fact 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). See [www.qls.com.au](http://www.qls.com.au)

---

By completing the Authority Form online (or by authorizing us to act on your behalf verbally or in writing or by your conduct), you expressly agree to the terms as set out in our legal services agreement (as set out below).



## Emmett Grace Lawyers Pty Ltd (“the firm”) Client Services Agreement

The Firm (hereinafter “we” or “the firm”) and client(s) (hereinafter “you”) hereby agree that:

### 1. The Firm’s Role and General Advice

- a. We will provide conveyancing services the scope of which is limited to what we consider is work ordinarily done for a residential or commercial conveyance. Our work does not extend to other legal services such as litigation or dispute resolution.
- b. Our services are further limited to what is set out in the Lexon Booklet (available on our website) and expressly excludes financial or taxation advice of any kind.
- c. You agree that the Lexon Booklet (as amended from time to time) constitutes our general legal advice to you for this conveyance and you further acknowledge that we reserve the right to rely on all the advice provided therein.
- d. We undertake to ensure the Lexon Booklet is available on our website at all times and you agree to review it throughout the course of your conveyance.

### 2. Fees and Disbursements

- a. You agree to pay our fees as quoted in our initial email/letter to you on the settlement day.
- b. You agree that we may provide you with a tax invoice by email or alternatively upload it to our website and provide you with a password so that you may access the tax invoice.
- c. You agree to reimburse us for any disbursements we incur on your behalf. You agree to reimburse us on the settlement date or before if we request reimbursement prior to the settlement day.
- d. You agree that we may provide you with a summary of costs of disbursements either by email or alternatively upload it to our website and provide you with a password so that you may access the summary of disbursements.
- e. If you deposit funds into our trust account, you agree to receive a trust statement either by email or alternatively you authorize us to upload the trust statement to our website and provide you with a password so that you may access the trust statement.
- f. You authorize us to pay the balance (or part thereof) price owed under the Contract of Sale, stamp duty, land registry fees and disbursements and from money held in trust on your behalf and further agree that we may draw our fees

and reimburse ourselves from money held in trust for any disbursements incurred on your behalf during the conveyance.

3. Termination to this Agreement
  - a. We may terminate this agreement by notice in writing to you (including by email) for any reason.
  - b. You may terminate this agreement for any reason, however you agree that you remain liable to pay our fees and any disbursement incurred notwithstanding your election to terminate this agreement.
4. Incorporated Status
  - a. We are an incorporated legal practice and we advise that all legal services will be supervised by an Australian Legal Practitioner;
  - b. The provision of legal services is regulated by the Legal Professional Act 2007 (Qld) however the provision of non-legal services under this document is not regulated by that legislation; and
  - c. The information in this clause is provided to you in relation to all matters that you may instruct us on an ongoing basis.
5. Acting for both parties
  - a. When acting for more than one party in a conveyance, separate solicitors in our firm will act in the sole best interest of the party they have been assigned to represent.
  - b. If we conclude it is impossible to act in the best interests of each party separately, we will advise each party to seek separate advice.
  - c. We will only act on behalf of both parties on the basis that both parties provide consent (either actual or inferred) to us at the beginning of a conveyance and that consent is not withdrawn throughout the conveyance.
6. Multiple clients
  - a. If there is more than one client (for example two clients are purchasing/selling a property together), you authorize us to receive instructions from one of you on behalf of the other.
  - b. All clients are jointly and severally responsible for paying our fees and disbursements.
7. Non-provision of instructions
  - a. You agree to provide us with instructions in a timely manner.
  - b. In the event that we are unable to contact you, you authorize us to seek extensions of any due dates provided for in your Contract of Sale to afford us time to contact you and seek instructions.
  - c. You agree and acknowledge that the Contract of Sale is a time of the essence contract and in the event we are unable to contact you in sufficient time to avoid you suffering harm because you failed to provide instructions in a timely manner, you agree to release us from all liability for any loss or damage you may suffer.
8. Reliance
  - a. Our advice is given exclusively to you and we are not responsible to anyone else for any loss or damage they suffer as a result of them relying on our advice.
  - b. If we retain original documents, includes wills and attorney documents on your behalf, you agree to ensure your executors are advised of the location of the documents. You agree that our storage and custody of your will is a courtesy

service and you expressly do not require us to positively monitor newspapers or government publications which may contain death notices.

- c. You acknowledge that you have been provided with the opportunity to obtain independent legal advice with respect to this agreement.

#### 9. Your Right To Know

- a. This Agreement provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the fact sheet titled Legal Costs – Your Right to Know. This fact sheet (or any subsequent Fact Sheet), will be available from the Queensland Law Society.

#### 10. Disputes

- a. The following avenues are open to you under the terms of the Legal Profession Act 2007 (Qld). In the event of a dispute in relation to legal costs:
  - i. To apply for a cost assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor;
  - ii. To apply to set aside this legal service agreement within six years or other times as the law permit.

#### 11. Retention of Documents

- a. All of our files are stored electronically and you authorize us to destroy your file – including electronic copies seven years from the date of settlement of your purchase/sale.

#### 12. Privacy and Instructions from intermediaries

- a. Your privacy is important to us. We however may collect, use and disclose personal information about you in providing legal services. You authorize us to disclose your personal information to any service providers we use, including service providers that are located overseas.
- b. Unless you specifically request us not to, if we receive any instructions or information from an intermediary on your behalf (eg, your accountant, mortgage broker, lawyer, financial adviser, banker), we may provide your personal information to that intermediary as your agent and you further authorize us to take action on any instructions an intermediary may provide to us.

#### 13. Electronic Communications

- a. You consent to the use of electronic communications and to receive information via electronic communications in accordance with sections 11 and 12 of the Electronic Transactions Act (Queensland) 2001.
- b. Pursuant to this clause 13, you agree that we may contact you by email and receive instructions by email.

#### 14. Updating terms

- a. This client services agreement will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and the changing business environment.
- b. By continuing to instruct us after you receive notice that the terms of this agreement have been updated, you thereby by your conduct agree to be bound by the terms of this agreement (as amended).
- c. We undertake to ensure any updated version of this agreement will be available on our website: [www.emmettgrace.com.au](http://www.emmettgrace.com.au) and the dates it was updated will be readily apparent on the face of the document.

End of Agreement.



Website Terms of Use:

Emmettgrace.com.au (the "Website") owned and operated by Emmett Grace Lawyers Pty Ltd.

Please read these Terms of Use and the accompanying Privacy Policy carefully before using this Website and/or submitting any personal information that could identify you (including but not limited to name, address, telephone number and email address). By using this Website, you signify your agreement to these Terms of Use and the Privacy Policy. If you do not agree to these Terms of Use and/or the Privacy Policy, do not use this Website.

Copyright and Trademarks: All materials, including but not limited to images, audio and video clips, animation, diagrams, photographs and any and all information of any kind in any form (the "Materials"), incorporated into, published or otherwise exhibited on this Website are protected by copyright or other intellectual property rights and are owned and controlled by Emmett Grace Lawyers Pty Ltd or third parties who have licensed Emmett Grace Lawyers Pty Ltd the right to include the Materials in this Website. Any copying, reproducing, republishing, uploading, posting, modifying or transmission or distribution of any Materials is strictly prohibited and will be considered a violation of Emmett Grace Lawyers Pty Ltd intellectual property rights and could result in legal liability and/or criminal sanction against any offending person.

Disclaimer: Unless otherwise stated expressly, any opinion, view or idea expressed in any article, review or story, or any content contributed or published by visitors in chat rooms or on bulletin boards or otherwise disseminated or sent to Emmett Grace Lawyers Pty Ltd or others on or via this Website ("Visitor Content") is the author's own and does not reflect the views of Emmett Grace Lawyers Pty Ltd or its affiliated and related entities, or its partners, sponsors, advertisers or content providers.

Neither Emmett Grace Lawyers Pty Ltd, its affiliated and related entities, partners, advertisers, sponsors or content providers are liable to any person or entity whatsoever for any loss, damage, injury, liability, claim or any other cause of action of any kind arising from the use, dissemination of or reliance on any Materials or Visitor Content provided on this Website.

You agree to use this Website entirely at your own risk. Emmett Grace Lawyers Pty Ltd and its affiliated and related entities, its partners, advertisers, sponsors and content providers disclaim all warranties, express or implied, including but not limited to implied warranties of

merchantability and/or fitness for a particular purpose or that the Website will function error free or uninterrupted or that this Website or the servers that make it available for use are free of viruses or defects.



As lawyers, we owe our clients a duty of confidence and in addition to this duty, we also adopt legislative standards regarding Privacy.

Our Privacy Policy is:

### **Password Protection**

To protect your privacy, the website requires you to set your own password. If you fail to keep your password secret, your personal information may become available to unauthorized persons. Neither Emmett Grace Lawyers Pty Ltd, its affiliated or related entities are liable for any breach of your privacy arising from your conduct resulting in your password ceasing to be confidential. Conduct includes, but is not limited, to you using unsecure wifi to access our website or allowing third parties access to your email.

Emmett Grace Lawyers Pty Ltd seeks to comply with the Australian Privacy Principles (**APPs**) contained in the Privacy Act 1988 (Cth) (**Privacy Act**). The APPs are designed to protect the confidentiality of information and the privacy of individuals by regulating the way personal information is collected, used, disclosed and managed. Personal information is generally speaking, information or an opinion relating to an identified, or reasonably identifiable, individual.

This policy explains the types of personal information that we may collect and hold, how that information is used and with whom the information is shared. It also sets out how you can contact us if you have any queries or concerns about this information.

### **Why do we collect personal information?**

We collect personal information so as to provide legal services to our clients and keep their intermediaries (accountant, mortgage brokers, bankers etc) updated.

### **What personal information do we collect?**

The types of personal information we may collect include contact information (such as your name, address, email address, fax and telephone number), passport/licence details, information about your financial position and any feedback that you provide to us about our products and services, our website, or other matters.

Sometimes our activities require us to collect sensitive information. We take steps to protect sensitive information including the use of encryption technology.

Emmett Grace Lawyers Pty Ltd also collects statistical information about visitors to our website. Generally, this information cannot be used to identify particular individuals but in some circumstances it may include a visitor's internet protocol address, which could be linked to the individual.

Personal information may be collected by way of forms filled out by individuals (including via online forms), emails, telephone conversations, online user-generated content and market research, face-to-face meetings and interviews. Where necessary and with your consent, we supplement the information we receive from you with information from third party sources.

### **How might Emmett Grace lawyers Pty Ltd use and disclose your personal information?**

Emmett Grace Lawyers Pty Ltd may use and disclose your personal information for the primary purpose of providing legal services, or for reasonably expected secondary purposes which are related to the primary purpose, or for purposes to which you have consented, and in other circumstances authorised by the Privacy Act.

Generally, Emmett Grace Lawyers may use and disclose your personal information for a range of purposes, including to:

- provide you with our products or services that you have requested;
- respond to your queries or feedback;
- provide you with any communications or publications in which we think you might be interested, or which you have requested;
- let you know about developments in our procedures, products, services, activities and programs that might be useful to you; and
- facilitate your participation in forums, social events and educational events.

### **Disclosure of personal information to other parties**

Emmett Grace Lawyers Pty Ltd will not disclose your personal information to third parties unless they are an intermediary that also act on your behalf (eg accountant, banker, mortgage broker etc).

We may disclose your personal information if it is required or authorised by law, where disclosure is necessary to prevent a threat to life, health or safety, or where we are otherwise permitted by the Privacy Act.

We do not sell or license your personal information to third parties.

### **Security and management of personal information**

Emmett Grace lawyers Pty Ltd will take reasonable steps to protect the personal information we hold from misuse and loss and from unauthorised access, modification or disclosure. The ways we do this include:

- limiting physical access to our premises;
- putting in place physical, electronic, and procedural safeguards in line with industry standards.
- Require password access to our website
- Track usage of our website to prevent fraud.

If we no longer require your personal information and are not legally required to retain it, Emmett Grace Lawyers Pty Ltd will take reasonable steps to destroy or permanently de-identify the personal information.

### **Links from our website to other websites**

Our website may contain links to third party websites. We do not operate these websites and therefore are not responsible for the collection or handling of personal information by the operators of these websites.

### **Accessing the information we hold about you**

Under the APPs, you may be able to obtain a copy of the personal information that we hold about you. We note that most if not all is readily apparent when you log into to your portal on our website.

The APPs provide some exceptions to your rights in this regard. To make a request to access this information, please contact us in writing. We will require you to verify your identity and specify what information you require. We may charge a fee to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested.

### **Updating your personal information**

We endeavour to ensure that the personal information we hold about you is accurate, complete and up-to-date. Please contact Emmett Grace Lawyers Pty Ltd at the contact address set out below if you believe that the information we hold about you requires correction or is out-of-date.

### **Sending information overseas**

Personal information is sent overseas in limited circumstances, including to:

- external service providers that assist Emmett Grace Lawyers Pty Ltd with website design and development of our automation services are located overseas.
- Our Databases (in which data is stored so as to facilitate automation and documentation generation) are stored with Amazon (or its subsidiaries).

The countries in which recipients are likely to be located include United States of America and Malaysia.

### **Updates to this Policy**

This Privacy Policy will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and the changing business environment. The current version of this Privacy Policy is available at: [www.emmettgrace.com.au](http://www.emmettgrace.com.au)

### **Complaints**

If you are concerned that we have not complied with your legal rights or applicable privacy laws, you may bring a complaint internally through our complaints process or you may decide to make



a formal complaint with the Office of the Australian Information Commissioner (www.oaic.gov.au) (which is the regulator responsible for privacy in Australia). We will deal with complaints as follows:

**Step 1: let us know**

- If you would like to make a complaint, you should let us know by contacting our Privacy Officer (see below for contact details).

**Step 2: investigation of complaint**

- Your complaint will be investigated by our Privacy Officer.
- A response to your complaint will be provided in writing within a reasonable period.

**Step 3: contact OAIC**

- We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you can also contact the Office of the Australian Information Commissioner as follows:

Office of the Australian Information  
Commissioner (OAIC)  
Complaints must be made in writing  
1300 363 992  
Director of Compliance  
Office of the Australian  
Information Commissioner  
GPO Box 5218  
Sydney NSW 2001  
[www.oaic.gov.au](http://www.oaic.gov.au)

**Contact us**

Any complaints or correspondence in relation to this Privacy Policy should be sent to our Privacy Officer at:

Sharyn Johnston, Solicitor, Emmett Grace Lawyers. [sharynjohnston@emmettgrace.com.au](mailto:sharynjohnston@emmettgrace.com.au)

We will endeavour to respond to all complaints and correspondence promptly.