



**NAME:** [Enter Client name]

**MATTER:**

**STAFF RESPONSIBLE:**  
[Enter Staff Contact]

## FCG LEGAL PTY LTD

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**DISCLOSURE STATEMENT**  
**(Pursuant to section 3.4.9 of the Legal Profession Act 2004 for non-litigious matters)**

### IMMIGRATION



**FIRST INTERVIEW COST COMPLIANCE**

**DATE:**

required by the Legal Profession Act 2004 and the Migration Agents Code of Conduct.

For the purpose of avoidance of any doubt, migration assistance is provided by our registered migration agents and all invoices and cost compliance agreements issued by FCG Legal Pty Ltd, are deemed to be issued by the Principal of FCG Legal Pty Ltd, Graciano Canda Jr., and/or its individual migration agent employees.

#### Staff Profiles

A separate brochure contains our staff profiles and list of services.

#### LEGAL COSTS DISCLOSURE UNDER THE LEGAL PROFESSION ACT 2004

##### Our Services

Before you make a formal decision that you wish us to act, you are entitled to receive information about our services, professional charges and any other expenses associated with the conduct of your matter.

##### Ethical Obligations

As lawyers and registered migration agents we are bound by ethical and legal requirements in relation to our professional conduct. We have already provided you with a copy of the Information on the Regulation of the Migration Advice Profession (IRMAP). This information contained in IRMAP is deemed to be included as part of this agreement and disclosure statement.

##### Code of Conduct

Our firm is fully committed to ensuring compliance with the Code of Conduct as issued by the Migration Agents Registration Authority. This Code of Conduct is intended to regulate the conduct of registered migration agents by introducing a proper standard for the conduct of business as a registered migration agent and establishes the minimum attributes and abilities that a person must demonstrate to perform as a registered migration agent. A copy of the code is available upon request.

##### How we will charge you Section 3.4.9 (1)(a)

Our professional fees for your initial consultation is \$300 (including GST) provided the interview does not exceed beyond half an hour. After that time our usual charge out hourly rate applies.

Our legal costs are determined by an hourly charge rate. Our lawyers and other staff members record their time and each lawyer has an hourly charge rate which reflects that lawyer's skills and experience.

##### ❖ Hourly rate

The current hourly rates of the people likely to be involved in this work are:

Name	Position	Hourly rate (incl GST)
<b>Legal Practitioners</b>		
Graciano Canda	Principal Lawyer	\$330.00
Rodger Fernandez*	Senior Lawyer	\$330.00
Murray Gerkens	Senior Legal Counsel	\$450.00
Chong Yu Quaik*	Senior Lawyer	\$330.00
Andrew Cope*	Senior Lawyer	\$330.00
KT Wong	Senior Lawyer	\$330.00
<b>Non-Legal Practitioners</b>		
Boniface Town	Principal Migration Consultant	\$300.00
Shannon Wood	Senior Migration Consultant	\$230.00
Natalia Soehono	Migration Consultant	\$220.00
Mary Liang	Migration Consultant	\$220.00
Laurie Liu	Migration Consultant	\$220.00

\*Law Institute of Victoria Accredited Specialists (Immigration Law).

Please note that you will be charged according to the hourly rate including GST. These rates are reviewed from time to time and may change. We will tell you of any changes as soon as practicable, after a change occurs.

##### ❖ Disbursements

You will be responsible for payment of expenses which we incur on your behalf. This may include court fees, counsel's fees, the cost of a psychologist's report, visa application fees, etc. We shall advise you of the likely costs of expenses of this nature and seek your prior approval.

♦ We will also charge you for the following office services charges:

Item	Charge (incl GST)
Photocopying and printing per page depending on job size	30c per page
Facsimiles	\$1.50 per page - local \$2.50 per page - interstate \$3.00 per page - overseas
Scanning	30c per page

##### Your rights Section 3.4.9 (1)(b)

You have the right to negotiate a costs agreement with us. You may request an itemised bill within 30 days after receipt of a lump sum bill. We will tell you of any substantial changes affecting your matter.



Legal Pty Ltd is an incorporated firm of Barristers and Solicitors whose aim is to provide an efficient and cost effective service to its clients whilst maintaining the highest degree of professional standards. We (including our director and employees) are required to comply with the standards

### Independent Legal Advice

You may wish to seek independent legal advice before agreeing to the legal costs we propose to charge in this matter.

### Our estimated legal costs Section 3.4.9 (1)(c)

It is not reasonably practicable to estimate the total legal costs. However, we have agreed to cap it at \$300 inclusive of GST and excluding disbursements for the first interview only. We will advise you of further costs in another cost compliance.

### Our accounts Section 3.4.9 (1)(e)

We will ask you to pay an amount in advance to cover expenses or on account of our fees. We will send you an account at suitable breaks in the matter.

Our account is payable when you receive it.

The account will be a tax invoice and briefly describe the work we have done. If you require an itemised account, you must request this within 30 days after you receive the account. An itemised account describes in more detail how our fee is made up.

### Interest on unpaid accounts Section 3.4.9 (1)(f)

If an account remains unpaid 30 days after you receive it, we may charge you interest at the cash rate target plus 2 per cent. If you do not pay our account this entitles us to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our account is paid.

### Trust money

If we receive money on your behalf we will deposit the money into our trust account. Should we receive money into our trust account on your behalf you may authorise us to withdraw from that money any sums owing for our legal costs and disbursements. We will give you written notice prior to withdrawing money from our trust account.

You have the right to revoke your authority by giving seven (7) days notice in writing, but the law practice may still withdraw money held on your behalf for legal costs accrued up to the expiry of the notice period for costs accrued when ever billed.

If we receive money to be paid to a third party we will forward that money to the third party unless you instruct us to do otherwise.

### Progress reports Sections 3.4.9(1)(h) and 3.4.18

You may request a written progress report at any time. We will give you a progress report at suitable breaks in the matter. Please let us know if you require a report at another time.

### Legal Costs – your right to know

You have the right to:  
M03 – Updated 3/2/10

- ◆ Negotiate a costs agreement with us
- ◆ Receive a bill of costs from us
- ◆ Request an itemized bill of costs within 30 days 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 the costs agreement to be set aside
- ◆ Make a complaint to the Legal Services Commissioner. This includes making a complaint that involves a civil dispute to the Legal Services Commissioner within 60 days after the legal costs were payable or, if an itemized bill was requested in respect of those costs, within 30 days after the request was complied with
- ◆ 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 entitled *Legal costs – your right to know*. You can ask us for a copy, or obtain it from the Legal Services Commissioner (or download it from their website).

Each invoice provided to you will contain these details.

### Jurisdiction Section 3.4.9(1)(l) and (m)

The law of Victoria shall apply to legal costs in this matter.

You have the right to sign a costs agreement under a corresponding law or to advise us that you require the law of another jurisdiction shall apply.

### Engagement of another lawyer Section 3.4.10

We may need to engage on your behalf a barrister or other lawyer to provide specialist advice or services. We will consult you about the terms of this engagement and provide you with a statement setting out the details of this person's fee before incurring the expense.

### Contact

The staff member responsible for your matter will be the person as advised on the front of this agreement. You may also contact any of our senior lawyers, Graciano Canda, Rodger Fernandez, Murray Gerkens, Chong Yu Quaik, or Andrew Cope. Other members of the firm may work on your matter from time to time. You have the right to progress reports at reasonable intervals.

If you have any concerns about the conduct or progress of your matter or about our fees and charges, please contact Mr Graciano Canda on 03 8660 4700 or one of our solicitors.

### Insurance

We maintain a current Professional Liability Insurance policy.

### Engaging Our Services And Arrangements For Payment

We will assume that you have engaged our services if you give us written, oral instructions, or payment, to perform any legal work after receiving a copy of these terms of engagement or if you sign and return a copy to us.

By accepting this agreement, you consent to any variation in this agreement made by the Migration Act, Migration Regulations, the Code of Conduct, IRMAP and Legal Profession Act 2004, and such variation is deemed to be included as a term of this agreement and prevails over any inconsistent terms.

### Ending our engagement

You may end our engagement by written notice at any time. If you do this, you must pay our legal costs up until that time.

Circumstances may arise (such as a conflict of interest) which make it impossible for us to continue to act for you. If this happens, we will contact you immediately.

If you do not pay our account or if you fail to pay money in advance if it is requested, we may stop work until we are paid. If the account continues to remain unpaid we may cease to act for you.

If we cease to act for you:

- we will not incur any liability as a result
- we will remove our name from the court record in any court proceedings
- you will receive a final account which will include all outstanding legal costs
- you must pay our legal costs up until the date when we cease to act
- we retain the right to keep your documents until we are paid.

By engaging us to perform services on your behalf, you consent to us destroying your file when seven years has elapsed from the time we close the file unless you notify us in the meantime that you wish to take possession of the file.

Please note that if you require your file retrieved from storage it will cost \$50.00.

**I acknowledge receipt of the above cost compliance notice and a copy of the *Information on the Regulation of the Migration Advice Profession*.**

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SIGNATURE OF CLIENT