



RSL AUSTRALIA

Institute of Veterans' Advocates

RSL response to the consultation paper.

October 2024

Submission Details

This submission is made by RSL Australia in consultation with the State and Territory branches.

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Introduction and recommendations

RSL Australia (RSL) supports the proposal for an Institute of Veterans' Advocates to provide professional governance and enhance the provision of veteran advocacy services provided by ESOs, and potentially, other providers.

Veterans and their families must be at the heart of the development and delivery of the Institute and for this reason the RSL firmly believes this work must necessarily be done in partnership with the Department of Veterans' Affairs (DVA) and that the department must remain closely aligned with both the Institute and the ATDP.

The Institute must be built on a transparent and accountable framework to ensure that real or perceived conflicts of interest are not unintentionally built into the foundational framework of the Institute for Veterans' Advocates. As such, the RSL recommends that DVA:

- Seeks external professional advice before signing off on the construct of the proposed Institute
- Retains an on-going involvement in the Advocacy Training and Development Program (ATDP) and Continuous Professional Development (CDP) offerings for veteran advocates to maintain the currency and correctness of the training
- Secures a long-term funding commitment from the Australian Government to provide consistency and continuity to veterans and their families
- Works with the ESO sector to replace the existing Veterans' Indemnity and Training Association (VITA) to ensure ongoing access to fit-for-purpose Professional Indemnity Insurance

The RSL has several concerns about the limited scope of the proposed training and governance and offers the following for consideration in the development of an Institute for Veterans' Advocates (The Institute):

- Training provided through the ATDP process focuses on what DVA can provide through services and benefits. It is strongly suggested that the goal should re-focus on what veterans and their families **NEED**.
- Training focused on enabling advocates to best meet the needs of veterans and their families must necessarily include modules about Military Superannuation for clients who are separating from Defence and also alternative models of support, such as NDIS and other Govt. and Community offerings to ensure eligible clients are accessing services that best meet their individual circumstance.
- A governance model focused on best serving the needs of veterans and their families would therefore need to extend the scope of ATDP training and hence the scope of the 'Institute'.
- The importance of ensuring that veterans and their families are being advised and supported to ensure optimum health and wellbeing outcomes across all aspects of available benefits needs to be included in any proposed model.
- The model needs to appropriately address and incorporate the different governance needs of fee-free and fee-for-service members, if the latter are to be included as members of the Institute.

The RSL expects that in placing the needs of veterans and their families at the heart of establishing an Institute for Veterans' Advocates a robust needs-based foundational framework will be created to support the design, delivery and governance of holistic veteran advocacy services that best meet those individual and collective needs. The work of the Ex-Service Organisations Round Table (ESORT) Advocacy Working Group (including the draft Constitution and the draft By-Laws) and the Overview document provided by DVA have informed the preparation of this report.

A. Suggested amendments to the draft constitution

(i) Definitions

The draft Constitution (page 5) provides for definitions of the terms used in the document. A definition of the term 'advocate' has not been included. It is submitted that a definition of the word advocate, specifically as it applies to this constitution, should be included. Importantly, this will assist in defining the role of the proposed Institute.

For the above recommended definition;

Advocates need to ensure that:

- the fundamental entitlements and needs of clients are considered and supported
- they provide expert advice and can lodge well prepared claims and appeals
- they liaise with relevant government bodies and provide ongoing support during the claims process

Advocacy

The RSL also proposes that a definition of the word '**Advocacy**' should make it clear that it does not include a role of this Institute or activity by this group that aims to influence decisions within political, economic, and social institutions unless it relates specifically to the identified role of veteran advocates, as defined in the constitution. As such, the RSL proposes that the Institute should not be involved in general advocacy in relation to any issues other than those directly related to veteran advocacy as defined below:

Advocacy supports veterans and their families to:

- understand their rights and entitlements as provided to them under the relevant legislation and associated policy and practices
- navigate the DVA claims and wellbeing services and other mainstream services and gain access to appropriate benefits
- make informed decisions about available benefits and entitlements

(ii) Objects and purpose

With reference to page 6 of the draft constitution, the RSL suggests inclusion of the following additional bold wording in relation to dot points 1,2 and 7:

1. *To support the wellbeing of veterans and their families by providing high quality veteran advocacy services relating to claims and benefits offered through various Government and non-government sources.*
2. *To promote the professional interests and development of its members by encouraging, supporting and facilitating the provision of high quality claims advocacy services to veterans and their families.*
7. *'Advocate on behalf of veterans and their families to Government'. As outlined on p.6 of this submission, the RSL does not support the Institute itself being an advocacy body beyond its scope and remit of facilitating high quality claims advocacy services to veterans and their families. Suggest*

– ‘Report to ESORT regarding identified issues that could be pursued with Government.’

B. Inclusion of fee-for-service providers as members of the Institute

The issue of whether to provide access to membership of the Institute for fee-for-service providers continues to be discussed.

The RSL supports the inclusion of appropriately qualified fee-for-service providers on the basis that the Institute is empowered to compel all members to act ethically in the best interest of veterans and their families and has the power to investigate, penalize, and expel members who do not do so.

Currently, some accredited ESO advocates (fee-free) are unable to immediately meet the demand for their services, which means some veterans and eligible family members must wait. For this reason, the RSL supports the inclusion of properly regulated fee-for-service providers who have successfully undertaken ATDP training to access membership of the Institute.

The RSL is aware of the behaviours and billing practices of some fee-for-service providers that are causing significant distress to veterans and their families. Attachments 1 and 2 of this paper provide copies of de-identified client contracts as examples of this. DVA should note with some concern that Part B of the D9325 authorises the advocate to *‘indefinitely’ be ‘permitted to receive payment’* on behalf of the client. Attachment 3 includes a de-identified disclosure notice from a practicing solicitor as an example of billing practices of a fee-charging provider. While the RSL acknowledges that regulation of registered legal professionals is strict, we note that the quasi-legal fee-for-service providers have no regulations in relation to their behaviour, level of training, billing practices or disclosure.

If fee-for-service providers access membership of the Institute, it will essentially provide them with a ‘tick-of-approval’ from the Australian Government. The RSL strongly suggests that there must be specific regulations to hold fee-for-service members to account for their behaviours with regard to advertising their services and billing practices to compel all providers to act in the best interest of veterans and their families, be transparent about the services they provide and any fees they charge, along with informing veterans of their choices to access both free and fee-charging advocacy services.

The RSL has noted the emergence, in more recent times, of hybrid advocacy / medical practitioners operators who offer free advocacy services based on a business model of providing bulk billed DVA diagnoses followed up by billing DVA for expensive specialist referrals and reports. This raises the question as to how should such an operator be regarded: as a medical practitioner who offers free report writing or as an advocacy service who offers free (as in free to the veteran but bulk billed to DVA) in house medical diagnosis services? Such business models carry some risk in that they incentivise initial over diagnosis in order to profit from ordering a number of medical tests, which often prove to be unnecessary and ultimately clogs up the system which contributes to delays in processing.

The membership of ‘hybrid operators’ (who do not charge the client a fee) would also need to be considered. Thought needs to go into whether such operators should be permitted to join the Institute given that one of the membership benefits proposed is to allow Institute members to order medical tests paid by DVA prior to a claim being lodged, a potential river of gold for any hybrid operator.

Given the above, the RSL calls for an addition to the Objects and Purpose of the constitution to clarify the Institute's treatment of 'fee-for-service providers (if it is agreed that they fee-for-service providers may become members) and 'hybrid operators. The RSL suggests wording (under Section 3, Objects and Purpose) to the following effect be included in the constitution:

3(*) To set enforceable requirements which compel all members to maintain ethical behaviours at all times. This includes any billing practices and requires fee-for-service providers to inform clients and potential clients about the option to access free advocacy services.

If a member fails to uphold the required behaviours or practices, the Institute has the power to act, including to investigate, penalise and/or expel a non-compliant member.

C. Membership eligibility

The RSL proposes that the additional bold wording be included at Item at page 8 of the draft constitution if corporate membership is to be included:

'A person may apply to become a member of the Association if they have satisfied the requirements of formal membership of the Association:

- a. *Agrees to comply with the Association's Code of Ethics and professional standards.*
- b. *Holds a current Police check and Vulnerable people card as outlined in the relevant By-laws.*
- c. *Maintains professional indemnity insurance.*
- d. *Satisfies the additional criteria set out in the relevant By-laws.'*
- e. **Corporate members adhere to relevant regulatory standards relating to ethical behaviour and transparent practice.**

The RSL suggests that if corporate membership is permitted, fulsome consideration must be given to how the Institute would regulate a private organisation and take particular action to negate any commercial in confidence defence as a reason for such an organisation not to be fully transparent about billing veterans and their families.

D. The draft by-laws

If Corporate membership of the Institute is agreed, then the RSL proposes changes to the current wording of the proposed By-Laws identifying the eligibility requirements for membership (changes are identified in blue text):

(i) Membership by-laws

(As at p.12 of the Draft By-Laws)

'Members admitted to the Association's membership have met the Association's eligibility requirements for membership.

Volunteer advocates are not required to pay a membership fee.

Membership eligibility (as copied from the By-Laws)

A person may apply to the Board to become a member of the Association if they have satisfied the requirements of formal membership of the Association:

- a. Agrees to comply with the Association's Code of Ethics and professional standards.*
- b. Agrees to provide the results of safety checks i.e. Australian Police check, working with vulnerable people, if requested.*
- c. Has completed or is completing the required training modules of the Advocacy Training and Development Program (ATDP) (if applicable).*
- d. Agrees to complete approved continuing professional development (CPD) each year prior to re-registration (if applicable).*
- e. Agrees to participate in the Association's complaints management framework (TBA).*
- f. Maintains professional indemnity insurance.'*
- g. Corporate member organisations, including fee-for-service providers, are required to ensure, and may be required to provide evidence, that they or any of their staff acting as advocates or providing advocacy to veterans and veteran family members are compliant with regulatory standards relating to ethical behaviour and transparent practice.**

The RSL notes that the current ATDP training system is designed to train and support advocates who do not charge a fee for their services, who are aligned with an ESO and who have their training program managed by that ESO with the support of an ATDP accredited mentor.

If corporate and/or fee-for-service membership is allowed, it will necessarily require changing the existing process for registering with ATDP. Progressing through the training modules will need to be restructured to accommodate the recognition of possible prior learning or formal qualifications.

The RSL suggests that consideration be given regarding the fairness of providing what is currently taxpayer funded training, free of charge to organisations and/or individuals, who once accredited will charge for their services. The RSL suggests it may be necessary to charge training and accreditation costs to fee-for-service providers.

Additionally, the current '**ESO Advocate Code of Ethics**' will necessarily require review and amendment, including a more inclusive name and additional provisions in relation to billing and providing information regarding access to a holistic range of services. The RSL proposes this starts with consideration of a new Code of Ethics for Veteran Advocates.

The RSL recognises that should the decision be taken to include fee-for-service providers as members of the Institute then there needs to be clear incentives to encourage these organisations to join. Whilst the 'Overview' provided for the benefit of this survey identifies 'Member Benefits' at page 3, it is possible that fee-for-service providers will not be persuaded that the identified benefits are favorable to the current settings in which they operate.

(ii) Responsibilities of the Board

(As at p.3 of the Draft By-Laws)

The RSL suggests additional inclusions as identified in blue text below:

'a. Reviewing procedures for Association membership.

- b. Appointment and removal of the Association's Secretary.*
- c. Establishment of sub-committees, their membership and delegated authorities.*
- d. Development and monitoring of the strategic plan.*
- e. Approval of veteran advocacy and training standards.*
- f. Approval of annual budgets.*
- g. Approval of expenditure, acquisitions and divestitures.*
- h. Monitoring of financial performance.*
- i. Monitoring compliance with the Association's legal and regulatory obligations.*
- j. Ensuring individual Board members, at all times, act in accordance with the values and standards of the Association.*
- k. Any specific matters nominated by the Board from time to time.*
- i. Monitor the membership, including corporate members**

(iii) Membership application

(As at p.14 of the Draft By-Laws)

'In submitting an application for membership of the Association a person will:

- a. Submit a fully completed application either in writing on the Association's membership form or online via the Association website.*
- b. Submit a declaration that they have or are currently undertaking the required ATDP training modules required for registration (if applicable).*
- c. Submit a declaration that they will adhere to the Association's Code of Ethics.*
- d. Provide the results of an Australian Federal Policy check, if requested by the Association.*
- e. Provide the results of working with vulnerable people (or equivalent), if requested by the Association.*
- f. Submit other declarations and/or provide other disclosures that the Association may reasonably require and which, in its absolute discretion, that Association will determine if such declarations or disclosure preclude membership to the Association.*
- g. Pay the required membership fee (if applicable).'*
- h. If applying for corporate membership, details of their business and fee structure to be provided**

E. DVA overview of the Institute of Veterans' Advocates

(i) Monitoring work standards and behaviour

Page 3 of the overview provided by DVA identifies functions of the Institute as being:

- monitor members' compliance with the Institute's Code of Ethics, training and professional development requirements, competency standards and other conditions of membership, including managing complaints and discipline processes (including referring matters to other professional bodies e.g. law societies), and**
- undertake quality assurance and continuous improvement activities to assist advocates to provide quality services and advice.**

The RSL suggest that these functions can only be achieved with clear support from DVA and its provision

of structured reports regarding the quality of claims and compliance with competency standards. As such, DVA would need to commit to assisting with monitoring the quality of advocates' work.

F. The Institute's relationship with DVA

It is the RSL's experience that veterans and their families are better served when DVA and advocates work seamlessly together to put client needs first.

While the RSL is aware of suggestions that the proposed Institute should be independent from DVA and have no physical or financial dependence on the department because of a perceived conflict of interest, we do not agree that such settings are in the best interests of veterans and their families.

The RSL notes the findings of the Royal Commission into Defence and Veteran Suicide and the recommendation 99 contained at Chapter 26.

'Improve compensation advocacy by funding professional, paid advocates

The Australian Government should replace the Building Excellence in Support and Training (BEST) grant program with an ongoing, demand-driven funding program for professional, paid veteran compensation advocates. At a minimum, the amount of funding should be increased to provide compensation advocacy for: (a) all veterans who need support to submit a liability and/or compensation claim with the Department of Veterans' Affairs (b) all veterans seeking an internal or external review of a claims decision. Funding allocations should be for a minimum of three years to provide employment stability. They should be designed to ensure equitable geographic service coverage and meet the diverse demographic needs of the veteran population, including female veterans and LGBTIQ+ veterans. '

Should this recommendation be adopted, there may be scope for the Institute to play a role in working with DVA regarding any funding disbursements.

The RSL advocates that a well-functioning and transparent partnership model focused on client need is the preferred option. The partnership model must incorporate the vital supports that DVA currently provides to advocates and recognise that veterans and their families are clients that are currently shared between the department, advocates and ESOs.

The 2022-23 DVA Annual Report identified 344,867 shared clients. The department invested \$3.9 billion on Health and Wellbeing and \$6.6 billion on Compensation and Support in the 2022-23 financial year and provided a range of funding and support to ESOs through BEST grants, VITA professional indemnity insurance, the staffing and support of the ATDP team, provision of continued professional development modules and the IT systems to support these services.

The RSL believes it is critical that DVA remains a partner in the delivery of veteran advocacy services and that the relationship between the department and the ESO sector should be strengthened by the creation of the Institute for Veteran Advocates rather than seeking to create artificial boundaries that will not benefit veterans and their families.

The RSL advises that it is in the interests of veterans and their families for the Institute, ESOs and advocates to be fully and collaboratively engaged with DVA. Further, The Institute requires a long-term funding agreement from the Government so that both DVA and ESOs can engage in long-term planning for providing services to veterans and their families.

The RSL calls on DVA to commit to continuing to fund and support all the 'backroom' functions

associated with ATDP and the Institute so that ESO advocates can continue to provide fee-free services to veterans and their families.

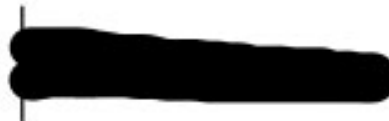
G: Building a transparent and accountable foundation

The RSL advocates in the strongest possible terms of the need to ensure the proposed Institute for Veterans' Advocates is fit-for-purpose and built on contemporary best practice to ensure the best outcomes for veterans and their families both now and into the future.

For this reason, the RSL believes that a must-have step in the development of the Institute is for DVA to incorporate external contemporary advice. The source of this advice must be objective and independent from current actors, contributors and users of the existing structures including DVA, ATDP and ESOs.

The RSL further requests that the final proposal for the Institute is reviewed by more than one external expert for feedback with a view to incorporating that feedback before establishment begins. This step is intended to uphold transparency and accountability and to ensure that real or perceived conflicts of interest are not unintentionally built into the foundational framework of the Institute for Veterans' Advocates.

Attachment 1: Client contract example one



Engagement Proposal

This Engagement Proposal must be read in conjunction with the Engagement Terms. By signing this Engagement Proposal, you accept the Engagement Terms and acknowledge that this Engagement Proposal and the Engagement Terms form our entire agreement with you (collectively '**Agreement**').

Terms defined in this Engagement Proposal have the meaning given to them in the Engagement Terms.

You agree to engage us on the terms noted below:

Item 1	Client Details ('you')	Name Email Phone Address
Item 2	Commencement Date	The date the Agreement is accepted.
Item 3	Services	The Services pursuant to the Agreement are solely to assist you in relation to the Claim and may include, but is not limited to: (a) obtaining and disclosing your personal information; (b) completing and submitting any necessary forms or statements; (c) liaising with you regarding the Claim & its progress; (d) liaising with all relevant government entities; (e) responding to any requests or correspondence; and (f) taking all other necessary steps to progress your Claim.
Item 4	Term	From the Commencement Date until the earlier of: (a) The date on which our Invoice is paid to us in full; or (b) The date a final notice of refusal of your Claim is received from the DVA.
Item 5	Termination	Either Party may terminate your agreement at any time by providing us with fourteen (14) days written notice. No Fee Will Be Payable.



Item 6	Fees	Refer to Annexure A.
Item 7	Payment Terms	Our Fees are payable within ten (10) days of receipt of our invoice and otherwise in accordance with clause 10 of the Terms.

Annexure A - Fees

DVA Permanent Impairment Claims
Unsuccessful Claims:
There will be no fee payable for an Unsuccessful Claim
Incomplete Claims:
A fixed fee of \$2,000.00 + GST will be payable for an Incomplete Claim to account for the substantial amount of work undertaken by us to submit and progress your Claim.
Successful Claims:
7% + GST of the total Payout on a Successful Claim

EXECUTED as an Agreement

SIGNED SEALED AND DELIVERED by

)
)
)
)
)



Signature of: _____

Dated: 

Attachment 2: Client contract example two

The following terms and conditions ("Terms"), apply to all services provided by [REDACTED] 1.

Definitions and interpretation

1.1. In these conditions:

- (a) "ACL" means the Australian Consumer Law. Information about the Australian Consumer Law, when it applies and what it means can be found at <http://www.consumerlaw.gov.au>.
- (b) "Agreement" means the agreement between [REDACTED] and the Client pursuant to these Terms.
- (c) "[REDACTED]" means [REDACTED] its officers, servants, agents and subcontractors and successors ([REDACTED] is also referred to as "we" and "us" in these Terms).
- (d) "Claim" includes any claim, demand, proceeding, action or similar event.
- (e) "Client" means the person named as the Client on 6 of this Agreement and includes any other person who receives the benefit of services from [REDACTED] and any other person who relies on [REDACTED] relation to the services (the Client is "also referred to as "you" in these Terms).
- (f) "DVA" means the Australian Government Department of Veterans Affairs.
- (g) "GST Law" means *A New Tax System (Goods and services Tax) Act 1999* (Cth) as amended and other associated Acts as amended.
- (h) "Loss" means any loss, damage, cost, expense or other adverse financial or other consequence.
- (i) "services" means the services to be performed by [REDACTED] specified in Schedule 1 or as otherwise agreed between [REDACTED] and the Client.

1.2. No provision in the Agreement is to be construed to the disadvantage of [REDACTED] merely because [REDACTED] has prepared and proposed this Agreement.

1.3. In the Agreement the word "person" includes a natural person, any association or body, a company, and any similar or analogous entities.

1.4. This Agreement sets out the entire agreement between the parties and will prevail over all communications between [REDACTED] and the Client to the extent of any inconsistency.

1.5. This Agreement commences on the date that it is signed by both [REDACTED] and the Client, and continues until it is terminated in accordance with clause 10.

2. Responsibilities & Acknowledgements

2.1. [REDACTED]

2.1.1. In performing the services, to the extent that we are lawfully able to, we aim to maximise your chances of receiving a lump sum payment from DVA, as well as the dollar amount of any lump sum payment you may receive. However, we cannot guarantee that you will be entitled to receive any lump sum payment from DVA, nor the amount of any lump sum payment which you may be entitled to, as those things are not within our control.

2.1.2. We will perform the services with due care and skill (applying an acceptable level of skill and technical knowledge), in a way which is fit for any purpose specified by you to which we have agreed.

2.1.3. We will act in accordance with your reasonable instructions, where practical. We will perform the services within a reasonable time (to the extent that it is within our control to do so), and will give notice to you if we become aware of any matter which may change the timing or scope of the performance of the services.

2.2. *The Client*

- 2.2.1. You must determine whether the services provided by us are adequate for the purpose intended by you. We are not capable of determining all of your objectives in relation to the services and we rely on you as to whether the services are adequate to achieve your purpose and objectives.
- 2.2.2. You must make available all information, documents and other particulars which we request, to enable us to perform the services and you must advise us in writing within a reasonable time after you become aware of any matter which may change the scope or timing of the services required by you.
- 2.2.3. As soon as reasonably practicable after this Agreement commences, you must appoint us as your sole representative to communicate with DVA by completing any relevant form/s required by DVA (including, for example, DVA Form 9325), and provide us with "permission to enquire", "permission to act" and "permission to act – health". You must ensure that this authority and those permissions remain in place for the term of this Agreement.
- 2.2.4. You must comply with all other provisions of these Terms.
- 2.2.5. You acknowledge that, as a result of receiving or being entitled to receive any lump sum payment from DVA, your entitlement to any pension or other form of government assistance payment may be affected (negatively or positively). We cannot know or assess the impact that receiving, or being entitled to receive, a lump sum payment from DVA may have on your personal financial affairs, as that is not within our area of expertise. We recommend that you seek advice from other suitably qualified professionals in that regard.
- 2.2.6. You also acknowledge that we are not able to represent you or act on your behalf at any Veterans Review Board Meeting if your claim is refused.

3. **Payment**

- 3.1. We will charge you a fee for performing the services in accordance with this Agreement.
- 3.2. The fee which we charge to you will be calculated as follows:
 - 3.2.1. in the event that your claim and determination and any and all increases to pensions or payments fall under the VEA Act, which exclude lump sum payments, the following fee structure will apply.
 - 3.2.2. AFI Submissions - \$1000.00 plus GST.
 - 3.2.3. Increases to pensions – the value of four (4) pension payments to the claimant.
 - 3.2.4. In the event that your claim and any resultant increase to or payment of any pension and or compensation
 - 3.2.5. a commission of 5% of the lump sum payment which you are entitled to receive plus GST on that amount will be charged or deducted from any lump sum payments awarded to the Client.
- 3.3. The Client must pay all [REDACTED] invoices for services under this Agreement in full, without deduction or set off, at the times and in the manner set out in this Agreement. This is a fundamental obligation of the Client. Each time that the Client is required to pay [REDACTED] it is required to do so in cleared funds.
- 3.4. The Client must pay the price of any services to [REDACTED] immediately on receipt of an invoice from [REDACTED] respect of the services.

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- 3.5. You must provide DVA with a written authority to pay any payments, pension payments or lump sum payments which you may be entitled to receive from DVA, in connection with [REDACTED] performance of the services, to an account nominated by [REDACTED]. You must not revoke that authority during the term of this Agreement. Funds transferred by DVA into the account nominated by [REDACTED] and received by [REDACTED] on your and its behalf, will be disbursed by [REDACTED] as follows:
- 3.5.1. firstly, in payment of [REDACTED] fee, as calculated in accordance with clause 3.2 above; and
- 3.5.2. then, the balance of the lump sum paid in to the account will be paid by [REDACTED] to your nominated bank account.
- 3.6. The Client must pay GST to [REDACTED] on any taxable supply within the meaning of the GST Law made to the Client pursuant to these conditions. Payment of GST must be made at the same time as amounts are due pursuant to clause 3.4.
- 3.7. If the Client does not pay any payment or amount due on the due date in accordance with the terms of this Agreement, then without prejudice to any other right or remedy:
- 3.7.1. [REDACTED] may, at its discretion, withhold the provision of services until receipt of actual payment of all unpaid amounts by the Client;
- 3.7.2. all outstanding money carries a late payment fee of 10% per annum calculated daily on the unpaid amounts from the date for payment to the date of actual payment ("Interest");
- 3.7.3. any costs incurred by [REDACTED] collecting monies due and payable (including, without limitation, the fee of any mercantile agencies or solicitors appointed by [REDACTED] on a full indemnity basis) will be recoverable in full from the Client ("Costs"); and
- 3.7.4. [REDACTED] may recover any payment or amount due under the Agreement together with any Costs incurred and Interest from the Client as a liquidated debt in a court or tribunal of a competent jurisdiction irrespective of any Claim that the Client may have against [REDACTED] or any thing or matter related to the goods and services delivered under this Agreement.
- 3.8. [REDACTED] is not responsible for any delays in funds being received to the account nominated by the Client, nor is [REDACTED] responsible for banking errors or accounting, administrative or similar errors by the Client.
- 3.9. If the Client disputes the whole or any part of the amount claimed in an invoice issued by [REDACTED] then the Client must pay that part of the account that is not in dispute and must provide [REDACTED] with the Client's written reasons for disputing the unpaid amount of the invoice.
- 3.10. If after the date of this Agreement there is any change to relevant laws, by-laws, regulations or ordinances of any Australian Government or statutory authority, and that change directly or indirectly affects the costs incurred by [REDACTED] performing the services, then [REDACTED] may elect to vary the prices and/or amounts payable to [REDACTED] accordingly.

4. Warranties in relation to services

- 4.1. The benefits under any voluntary warranty against defects which [REDACTED] may provide are in addition to consumer guarantees and other rights and remedies available under the law, and any such [REDACTED] warranty does not limit or replace the consumer guarantees or those other rights and remedies. [REDACTED] does not currently provide any voluntary warranty.
- 4.2. If the ACL applies to the relevant relationship between [REDACTED] and the Client, then the following clause 4.3 is relevant – otherwise, the following clause is not relevant.
- 4.3. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

5. Intellectual Property and Use of Information

- 5.1. The Client warrants to [REDACTED] that the use of or reliance upon any information provided to [REDACTED] by the Client will not infringe any confidentiality agreement in Australia or elsewhere. The Client indemnifies [REDACTED] against any Loss or Claim arising from a breach of this warranty.
5. [REDACTED] retains ownership in all intellectual property created by [REDACTED] in performing the services. Provided that the Client pays all amounts due to [REDACTED] under the Agreement, [REDACTED] grants the Client an irrevocable and royalty-free non-exclusive license to use such relevant intellectual property for the purpose of obtaining the benefit of the services only (but not to further exploit the intellectual property).

6. Limitation or exclusion of liability

- 6.1. If the ACL applies to the relevant relationship between [REDACTED] and the Client, then [REDACTED] is not permitted to exclude its liability for consequential loss or damage and does not attempt to do so. However, to the extent permitted by the ACL and by law generally, [REDACTED] will be under no liability whatsoever to the Client and/or any third party for any indirect, special, consequential or exemplary Loss or Claim or personal injury suffered by the Client and/or any third party directly or indirectly in connection with the services or directly or indirectly arising out of the Agreement or otherwise from the relationship between [REDACTED] and the Client and any third party, and whether actionable in contract, tort (including negligence), equity or otherwise.
- 6.2. If [REDACTED] causes any Loss to the Client as a result of any deficiencies in the performance of the services, or due to any negligence of [REDACTED] due to any other cause then (where permissible under the ACL, if it applies) the extent of [REDACTED] liability will be limited to a maximum of the fee actually paid to [REDACTED] by the Client for the services. [REDACTED] liability will also be reduced to the extent that the Client or any other person contributed to the Loss.
- 6.3. In addition to each other limitation which applies to the relationship between [REDACTED] and the Client, [REDACTED] is only required to (and its liability is limited to) either re-supplying services or reimbursing the Client for paying someone else to supply the services (at the election of [REDACTED]).
- 6.4. If the ACL applies to the relevant relationship between [REDACTED] and the Client, then this clause only applies in relation to services which are not used for personal, domestic or household purposes.

7. Indemnity

- 7.1. To the extent permitted by law, the Client indemnifies [REDACTED] against any Loss or Claim arising, directly or indirectly, in connection with the services or directly or indirectly out of the Agreement or otherwise from the relationship between [REDACTED] and the Client and any third party. This includes indemnifying [REDACTED] for any Loss or Claim, including Interest and Costs, associated directly or indirectly with the breach of the Agreement by the Client. If the ACL applies to the relevant relationship between [REDACTED] and the Client, then this indemnity is intended to be read down or severed if necessary, to the extent to ensure that there is no breach of the ACL.

8. Governing law and severability

- 8.1. The Agreement will be governed by and construed in accordance with the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the Courts of that jurisdiction.

- 8.2. If any part or provision of the Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to the extent possible, the original purpose of the part or provision in a valid and enforceable manner, and the remainder of the Agreement will remain binding on the parties.

9. Force majeure

- 9.1. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of a party, that party is unable to perform, in whole or in part, any obligation under the Agreement, then that party is relieved of that obligation under the Agreement (to the extent and for the period that it is so unable to perform) and is not liable to the other party in respect of such inability. This provision does not apply in relation to obligations to make payment to the other party.

10. Default and termination

- 10.1. Without prejudice to any of [REDACTED] other rights and entitlements under this Agreement [REDACTED] may terminate this Agreement at any time and for any reason, by not less than 5 business days' written notice to the Client.

- 10.2. Without prejudice to any of the Client's rights and entitlements under this Agreement, the Client may terminate this Agreement at any time and for any reason, by not less than 5 business days' written notice to [REDACTED]

- 10.3. If the Client fails to keep, perform or observe any express or implied term of the Agreement and/or any other agreement with [REDACTED] including making any payment in accordance with this Agreement, then [REDACTED] may immediately or at any time without giving any prior notice to the Client, suspend the performance of [REDACTED] obligations under the Agreement and may (after giving reasonable notice to the Client) terminate this Agreement.

- 10.4. If the Client commits any of the following acts then [REDACTED] may immediately or at any time without giving any notice to the Client, suspend or terminate the Agreement:

10.4.1. commits any act of bankruptcy;

10.4.2. commits any act of dishonesty or fraud in relation to the Agreement.

- 10.5. If either party terminates the Agreement, then [REDACTED] will be entitled to payment of the unpaid value of all services performed by [REDACTED] up to the date of termination.

- 10.6. In this clause, [REDACTED] exercise of any rights of termination or suspension, will not release the Client from any liability for their default in keeping, performing or observing any of the express or implied terms of the Agreement and will be without prejudice to [REDACTED] right to retain all money paid to [REDACTED] pursuant to the Agreement and [REDACTED] right to claim for Loss.

- 10.7. If the Agreement is terminated for any reason other than as specifically permitted pursuant to the Agreement or with the express consent of [REDACTED] writing, then without prejudice to its other rights at law or in equity, [REDACTED] may at any time demand immediate payment of all or any of the following:

10.7.1. the balance of any payments due under the Agreement for the services (even if not all of them were otherwise due at that time);

10.7.2. [REDACTED] legal costs on a full indemnity basis for the enforcement of all or any of [REDACTED] rights or entitlements pursuant to the Agreement;

10.7.3. Interest on all money payable under this provision from the date of termination to the date of payment;

10.7.4. all arrears of payments and other money then due and payable by the Client including without limitation, any Costs and Interest; and

10.7.5. the costs of any attempt(s) by [REDACTED] in respect of all or any of the matters referred to above.

11. Communication and Notices

- 11.1. [REDACTED] and the Client agree that they may communicate with each other for all purposes by email and that email will be regarded as 'writing' and 'written notice'. Notices under this Agreement must be in writing and addressed to the usual or last known place of business of the party that the Notice is given to (including to any email address notified to the other party which is actually used by that party). This is express authority for [REDACTED] to communicate with the Client under the *Spam Act 2003*.

Executed as an agreement:

Dated: [REDACTED]

Signed by the Client:

Name: [REDACTED]

Signature [REDACTED]

Signed by [REDACTED]

Director

Director/Secretary

Schedule 1 – The Services

- Provide support for initial MyGov setup and DVA links
- Provide assistance with initial claim submission/s
- Provide appropriate professional medical referrals
- Advice and assistance with correct wording for claims
- Monitoring of claim status
- Regular updates during the claim process
- Advice for future follow up submissions (if applicable)



Appointing a third party to represent a DVA client

When to use this form

Use this form to request a third party (person or organisation) to be:

- permitted to act;
- permitted to act – health;
- permitted to enquire;
- permitted to receive payment, on behalf of a DVA client.

Alternatively, you can appoint a representative using DVA's online claim portal MyService.

You can find MyService at <https://www.dva.gov.au/myservice/#/>

Assistance in managing your affairs

If you receive a DVA payment and/or service, you may at some time need to appoint someone to act on your behalf when dealing with us. This is known as a **representative arrangement**.

The person or organisation nominated to be a representative needs to be willing to take on the role. A representative is obliged to act in your best interest, and to advise DVA of any changes that may affect their ongoing ability as a representative.

If you are able to give consent to this arrangement, it will be considered as voluntary, and both you and your representative will need to sign this form.

Representing clients not able to manage their affairs – Involuntary representation

A person or organisation can use this form to request representative arrangements for a DVA client who has lost legal capacity to make their own decisions.

A representative role can only be approved if DVA receives a copy of:

- medical evidence that the DVA client has lost legal capacity;

AND

- legal authority such as an Enduring Power of Attorney, or an order from State or Territory Court, Tribunal or Board appointing the representative to manage the affairs of a DVA client.

NOTE: Only a medical practitioner can give a professional opinion on whether someone has lost legal capacity to make their own decisions. For this reason, an intending or proposed representative will need to provide evidence of this from a medical practitioner.

Your obligations and responsibilities

By signing this form, you understand that the named representative may be approved to act on your behalf in the requested role(s) and will be able to access or update your personal information until DVA is notified otherwise.

Representative obligations and responsibilities

By signing this form, your representative is agreeing to take on the role(s) indicated.

If DVA approves the request, your representative will have access to personal information as authorised by the representative role(s). Your representative agrees not to access, use or disclose information except in accordance with your wishes.

Important information

You can change your permissions or cancel the representative arrangement at any time, **unless** you have lost legal capacity.

To change or cancel a voluntary arrangement:

- call us on **1800 VETERAN (1800 838 372)**;
- use your online account
- write to us.

DVA may review your representative arrangement from time to time. This is to make sure you are happy with the arrangement and that your representative is fulfilling their responsibilities.

If you think your representative arrangement is being misused, call **1800 VETERAN (1800 838 372)**, or visit one of our VAN offices.

Choosing an arrangement

There are different permissions available, and the information below may help you choose which one would suit your needs.

- You can have **more than one** representative permitted to enquire on your behalf.
 - You can **only have one** representative permitted to act on your behalf, and **one** payment representative; they do not have to be the same person or organisation.
 - For a voluntary arrangement, you may specify the period, or you may indicate it is indefinite.
-

Permitted to Enquire

A representative **permitted to enquire** can ask questions about your DVA payments and services, including:

- your current rate of payment, debts, and back payment information;
 - reason your payment has ceased, increased or decreased; and
 - status of your claim, review or other request.
-

Permitted to Act

A representative **permitted to act** can enquire, provide updates, and make claims and bookings on your behalf. This includes:

- asking questions about your entitlements;
- advising changes to your circumstances;
- completing and signing forms and statements; and
- attending appointments with you.

This representative is required to:

- act in your best interests, taking into account any wishes you have previously expressed;
- advise DVA of any changes in your circumstances within 14 days (within 28 days if outside Australia); and
- respond to notices if required to do so, including reporting notifiable events.

NOTE: Your representative must be aware that failure to respond to a notice means that you have failed to meet your obligations.

Permitted to Act – Health

A representative **permitted to act – health** can enquire, provide updates, and make claims and bookings on your behalf, only for DVA benefits relating to medical treatment matters.

This includes:

- asking questions about your medical conditions for which DVA has accepted liability;
 - submit requests/claims for medical health treatment or additional benefits relating to your existing conditions; and
 - making your transport bookings to and from medical treatment.
-

Permitted to receive payment

A representative **permitted to receive payment** will receive your DVA payments on your behalf. This includes appointment as **agents** under section 58D and section 122 of the *Veterans' Entitlements Act 1986* (VEA).

This representative is required to manage your payments according to your wishes, including:

- paying the money to you, **or** managing any money held for your benefit;
- keeping records of payments received and expenditure made;
- paying any remaining funds held to you when you choose to end the representation; and
- transferring any remaining funds held to your legal personal representative upon your death.

NOTE: If you would like DVA to send your payment to an institution (such as a nursing home, hospital or hostel), your permission will allow a group payment arrangement. This means the administrator of the institution that receives your DVA payment, is responsible for deducting fees, and managing any balance owing to you.

Representing clients incapable of managing their affairs

Where there is legal or medical evidence that a DVA client has lost capacity to make their own decisions, a third party may be granted permissions to act **and** to receive payments on their behalf. This includes appointment as **trustees** under section 202 of the VEA.

The person or organisation authorised in such circumstances:

- has the legal right to retain and control the client's DVA payments;
 - is obliged to hold and manage such funds for the client's benefit;
 - may invest the funds accumulated in a manner authorised by the law of the State or Territory where the client lives;
 - must ensure there is no conflict of interest, and that they do not benefit from this arrangement.
-

Verifying the authority of your representative

Documentation to be provided will depend on the type of third party representative (person or organisation), and your decision-making capacity. This requirement is to protect you, your representative, and DVA from the risk of fraud or misuse.

For an organisation to be your representative, they must have an Australian Business Number (ABN). DVA will verify the details with the relevant registry. The contact person must provide proof of their association or employment with the organisation, such as a statement of delegation or authority on the organisation's/company's letterhead, or a copy of their organisation/company photo identification.

For **involuntary representation**: legal and medical evidence is sought so DVA can verify the extent of the authority, the duration, activation criteria, and any other conditions or limitations of the representation. For details about acceptable evidence, please refer to PART C of this form.

Table: **Summary of documentation requirements**

Seeking to represent...		
	DVA clients with full capacity	DVA clients who can no longer manage their own affairs
Person	(no additional documents)	Legal authority Medical authority
Organisation	Contact's proof of association with organisation	Contact's proof of association with organisation Legal authority Medical authority

If you don't have the right documents, other documents may be acceptable. Contact your nearest DVA or VAN office.

For more information

For more information about authorising a person or organisation to enquire, act, or receive payments, on your behalf, go to:

<https://www.dva.gov.au/factsheet-leg01a-arrangements-other-people-act-your-behalf>

<https://www.dva.gov.au/factsheet-leg01b-arrangements-other-people-receive-payments-your-behalf>

Online Services

Representatives can register for Online Services so they can view or update information.

MyService provides an additional secure and convenient way to do DVA business via the internet.

Visit: <https://www.dva.gov.au/myservice/#/>

Your representative (third party individual) may need to provide Proof of Identity (POI) documents if they are not already known to DVA. POI details can be provided at online registration for validation. Alternatively, your representative may present at a DVA office with approved identity documents, go to <https://www.dva.gov.au/factsheet-dva06-proof-identity-requirements> or contact your nearest DVA or VAN Office to request a copy.

Privacy

Your personal information is protected by law, including the *Privacy Act 1988*. Your personal information may be collected by the Department of Veterans' Affairs (DVA) for the delivery of government programs for war veterans, members of the Australian Defence Force, members of the Australian Federal Police and their dependants.

Read more: [How DVA manages personal information](#)

Giving false or misleading information is a serious offence.

If any of the details you have supplied in this form change, you are required to notify the Department within 14 days. There are penalties for failure to notify the Department.

If you are completing this form in by hand:

- Please use **blue** or **black** pen
- Print in **BLOCK LETTERS**
- Mark boxes with a **X** or **✓**

PART A

Your Details (the person the representation is for)

1. DVA File Number	<input type="text"/>
2. Surname	<input type="text"/>
3. Given name(s)	<input type="text"/>
4. Date of birth	<input type="text"/> / <input type="text"/>
5. Residential address	<input type="text"/> <input type="text"/> POSTCODE <input type="text"/>
6. Postal address (If different to above).	AS ABOVE POSTCODE <input type="text"/>

Representative Details

Appointing a third party PERSON

7. Title	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other <input type="text"/>
8. Surname	<input type="text"/>
9. Given name(s)	<input type="text"/>
10. Date of birth	<input type="text"/> XX / <input type="text"/> XX / <input type="text"/> XXXX Go to Question 16

Appointing a third party ORGANISATION

11. Trading name of organisation	<input type="text"/>
12. Business name of organisation (Legal name).	<input type="text"/>
13. Australian Business Number (ABN) (Mandatory).	<input type="text"/>
14. Registered office address (This can be the organisation's principal place of operation).	<input type="text"/> <input type="text"/> POSTCODE <input type="text"/>
15. Organisation contact	Title <input checked="" type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other <input type="text"/> Given names <input type="text"/> Surname <input type="text"/> Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/> Position/Role <input type="text"/>

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16. Representative contact details:

Postal address
[REDACTED]
[REDACTED]
POSTCODE
4179

Contact phone number
[REDACTED]

Mobile
[REDACTED]

Contact email
[REDACTED]

17. What is your requested person/
organisation's relationship to you?
(e.g partner, child, advocate, accountant,
Public Trustee)

Advocate

18. Are you appointing this representative
voluntarily?

- No ☐ Legal and medical evidence is required, Go to **PART C**
- Yes ☒ You can provide written consent for a voluntary representative appointment using this form. There is no legal document required, Go to **PART B**

PART B

Voluntary Representation

19. How long do you want this
representation to last?

From [REDACTED] / [REDACTED] / [REDACTED] to [REDACTED] / [REDACTED] / [REDACTED] OR ☒ Indefinitely

20. What permissions are you authorising?

(For information about the different permissions, refer to page 2.
If you already have a representative arrangement in place to act or to receive payment, this appointment will automatically cancel the existing arrangement with DVA.
Your existing representative will receive a letter advising that the arrangement has been cancelled at your request).

Tick one or multiple boxes for more permissions

- ☒ Permitted to Act
Do you want your representative to receive mail on your behalf?
No ☐ Yes ☒ Mail will be sent to the address you provided at **Question 16**.
If granted this permission, your representative will need to tell you about mail promptly, in case you need to respond.
- ☒ Permitted to Act - Health
- ☒ Permitted to Enquire
- ☒ Permitted to Receive Payment - Please complete the account details below.

Authorising "**Permitted to Receive Payment**" and providing account details means you agree for your payments to be sent to your representative at the account below, for the period you nominated at **Question 19**.

Name of bank, building society or credit union

XXXXXXXXXXXXXXXXXX

Branch Number (BSB)

X X X X X X

Account Number

XXXXXXXXXXXXXXXXXX

Account held in the name(s) of

XXXXXXXXXXXXXXXXXX

▶ Your representative must tell DVA if they change this account.

21. Do you give permission for your
representative to have online access to
your DVA details?

(If your representative is only *Permitted to Enquire*, they will have view-only access online).

- No Yes ☒ Register for MyService then link your account to myGov.
Once linked, use your myGov login details to access MyService.
Visit: <https://www.dva.gov.au/myservice/#/>

Your Declaration

I **declare** that the information I have given in this form is complete and correct.

I **authorise** the person or organisation named on this form, to deal with DVA on my behalf, according to the arrangement shown on this form.

I understand that:

- if my arrangement is voluntary, I can cancel it with DVA at any time;
- giving false or misleading information is a serious offence;
- the arrangement may be rejected or cancelled at any time by DVA, if the person or organisation is not able to meet their responsibilities or obligations.

(If the DVA client is physically or mentally incapacitated and are therefore unable to sign, leave the signature box below blank. Instead, provide with this form a letter from a medical practitioner stating the reasons why the person is unable to sign).

22. Your signature

	Date 
--	---

► The proposed representative must read and sign the "Acceptance and Declaration" section in PART D before you submit this form to DVA.

PART C

Clients not able to manage their affairs – Involuntary Representation



Legal and medical evidence is required.

There are different types of legal appointments, and there are differences between each state and territory in Australia. The legal evidence should support your authority to deal with financial matters, health matters, or both, on the client's behalf. Your DVA representative role will be subject to any conditions specified in the legal document, such as but not limited to the extent of authority, time frames and activation criteria.

Medical evidence of incapacity should be from a medical professional who has assessed the DVA client and found that person to have lost their decision-making capacity. Unless the legal authority indicates otherwise, acceptable medical evidence includes a copy of a recent letter or report from a treating doctor, hospital registrar, Director of Nursing or other medical specialist.

23. Please give details of the payment account if authorised and would like to receive payment on the client's behalf

Name of bank, building society or credit union

XXXXXXXXXX

Branch Number (BSB)

X X X X X X

Account Number

XXXXXXXXXX

Account held in the name(s) of

XXXXXXXXXX

► Your representative must tell DVA if they change this account.

24. Do you require online access to view and/update your DVA client's details?

No ☐

Yes ☒

Register for MyService then link your account to myGov.
Once linked, use your myGov login details to access MyService.

Visit: <https://www.dva.gov.au/myservice/#/>

PART D

Acceptance and declaration by the representative person or organisation

Checklist

- ☒ Check that your personal and/or organisation details (including the ABN) are correct, and you have read the information about the types of permissions.
- ☐ If you have completed **PART C**, make sure you have attached legal and medical evidence.
- ☒ If you are completing this section for the nominated organisation, please provide after the Signature section below, the organisation's official stamp, or attach a statement on the organisation's official letterhead agreeing to the proposed arrangement.

Declaration

I declare that I understand and accept the responsibilities and obligations for the arrangement requested in this form.

I understand that:

(For individual representative)

- I am not to delegate any of the powers and duties to another person.

(For Organisation representative)

- I am not to delegate any of the powers and duties to a person outside the organisation nominated in this form.

(All representatives)

- Any personal information I am given access to under this arrangement is protected under Commonwealth legislation.
- I agree to access, use or disclose the information only as authorised by the person to whom the information relates.
- I must notify DVA within 14 days if I am no longer able to fulfil my responsibilities as a representative.
- My appointment as a representative may be revoked or suspended by DVA, if I do not comply with my responsibilities or obligations.

Giving false or misleading information is a serious offence.

25. Signature of individual representative or contact person for the nominated organisation



Date

/ /

26. Organisation's official stamp



Returning this form

Check that you have answered all the questions you need to answer, and that you have signed and dated the form.

The form and all supporting documents are to be returned to DVA by mail to:

**Department of Veterans' Affairs
GPO Box 9998 Brisbane QLD 4001**

or in person to a VAN Office.

Attachment 3: Disclosure notice example

DISCLOSURE NOTICE

Section 308 Legal Profession Act 2007 (Qld)

RE: [REDACTED]

To [REDACTED]

1. Legal fees – your rights

- (a) You have the right to:
- (i) Negotiate the enclosed client services agreement (CSA) with us;
 - (ii) Receive an account from us;
 - (iii) Request an itemised account after you receive a lump sum account from us;
 - (iv) Request written reports about the progress of your matter and the costs incurred in your matter;
 - (v) Apply for costs to be assessed within 12 months if you are unhappy with our costs;
 - (vi) Apply for the CSA to be set aside;
 - (vii) Accept or reject any offer we make for an interstate costs law to apply to your matter;
 - (viii) Notify us that you require an interstate costs law to apply to your matter; and
 - (ix) Be notified of any substantial change in the matters disclosed in this notice.
- (b) This disclosure notice 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 enclosed facts sheet titled 'legal costs – your right to know' published by the Queensland Law Society.
- (c) The law of Queensland will apply to the CSA. You have the right to enter into a CSA with us on the basis that a corresponding law of another state or territory is applicable if our services will be provided completely or primarily in that state or territory, or where the matter has a substantial connection with that other state or territory. You also have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
- (d) If you dispute your legal costs, you have the right under the Legal Profession Act 2007 (Qld) (the Act) to:

- (i) Apply for a costs assessment within 12 months of delivery of an account or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay, except sophisticated clients as defined in the Act; or
- (ii) Apply to set aside the CSA within 6 years or other times as the law permits.

2. How this firm charges

- (a) There are several bases by which legal practices charge for professional services rendered including itemised scale fees, statutory scales, task based fees, fixed fees and conditional fee arrangements which may include an uplift fee. These different methods of charging may result in different fees payable.

- (b) Our firm's professional fees charged will be as:

- (i) Fixed fees, exclusive of GST and Barrister's fees, for each of the stages set out below:

(1)	Stage 1 details:	\$5,000.00
(2)	Stage 2 details:	\$7,500.00
(3)	Stage 3 details:	\$7,500.00
(4)	Total excl GST:	\$20,000.00

- (c) Fees for other items, including GST, are:

Photocopying:	\$ N/A	per page
Receiving faxes:	\$ N/A	per page
Sending faxes:	\$ N/A	per page
Emails & scanning:	\$ N/A	per page
Travel expenses:	\$ N/A	per kilometre
Archive retrieval fee:	\$ N/A	
File opening fee:	\$ N/A	
Credit card payment surcharge:	N/A	% of total account
Care and consideration:	N/A	

- (d) Expenses and disbursements are sums of money which this firm pays, or becomes liable to pay, to others on your behalf. These may include, for example:

Search/enquiry fees	Court & other filing fees
Lodgement fees	Transaction specific bank fees
Government revenue charges	Process servers/investigators
Witness fees & expenses	Postage/couriers fees
Medical & other expert reports	External consultants
Transcript charges	Barrister fees
Other law practice fees	Travel & accommodation

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.

- (e) All rates, charges, expenses, etc in this document include GST at the rate of 10% unless otherwise specified.

3. **Estimate of your costs**

The following estimate is based on the information available to this firm to date. It is an estimate, not a quotation and subject to change.

Professional fees:	\$20,000.00 to \$30,000.00 plus GST and Barrister's fees
Expenses and disbursements:	\$250.00 to \$500.00
Total – GST inclusive:	\$20,250.00 to 30,500.00 plus GST and Barrister's fees.

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

- (a) The subject and content of Police material which has not been provided to us at the time of preparing this document;
- (b) Changes to your instructions over the course of your matter;
- (c) Changes in the scope and complexity of work necessary to carry out those instructions;
- (d) The willingness of other parties to come to terms and the actions they take;
- (e) Whether we must undertake legal research on your behalf;

- (f) The time it takes to complete your matter; and
- (g) Other unforeseen circumstances.

4. Accounts, interest charges and contact person

- (a) Accounts will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST at monthly intervals, or less frequently by prior arrangement only.
- (b) If you fail to pay our accounts, the CSA entitles us to exercise a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid. We may also charge interest at a benchmark rate being the rate prescribed under section 59(3) of the Civil Proceedings Act 2011 as at the date of the bill, compounding monthly, on any amount that remains unpaid for 7 days after becoming due for payment.
- (c) You may contact [REDACTED] with any concerns regarding your legal costs.

5. Substantial changes to disclosure

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

6. Engagement of another law practice e.g. barrister

You will be informed if we engage another law practice, including a barrister, to provide specialist advice or services on your behalf.

7. Ending arrangements

- (a) You may end our engagement by written notice to us at any time; however you remain liable for the legal costs up until that time.
- (b) We may end our engagement by written notice to you, if you:
 - (i) Do not provide us with adequate instructions; or
 - (ii) Refuse to act in accordance with our advice; or
 - (iii) Breach the CSA; or
 - (iv) Instruct us to act unlawfully or unethically; or
 - (v) Fail to co-operate fully in the conduct of your matter; or
 - (vi) Indicate that you have lost confidence in us; or

- (vii) Fail to pay any accounts or to provide money to be paid into trust as required under this agreement; or
 - (viii) Lose legal capacity to instruct us; or
 - (ix) Do not accept any increase in fees advised to you; or
 - (x) Are informed by us that we have a conflict of interest and can no longer act on your behalf.
- (c) If you do not pay money in accordance with the CSA, this firm may suspend work and may cease acting for you.

8. Costs in court proceedings

- (a) If court proceedings are taken on your behalf:
- (i) The court may order that you pay another party's costs, e.g. if you lose the case – **not applicable to criminal matters**;
 - (ii) The court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us; and
 - (iii) If the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed CSA – **not applicable to criminal matters**.
- (b) If you are successful in the litigation you might recover some of your fees and costs from the unsuccessful party being an amount between approximately 60% and 70% of the fees and expenses that you pay us – **not applicable to criminal matters**.
- (c) If you are unsuccessful in the litigation you may be required to pay the successful party's fees. These may be as much as or more than the fees you paid us, depending upon the successful party's solicitors charge out rates and, in addition, the outlays they incurred, e.g. with respect to expert reports – **not applicable to criminal matters**.
- (d) If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this firm will provide you with a reasonable estimate of its costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you, or a reasonable estimate of the costs you may have to pay the other party – **not applicable to criminal matters**.

9. **Acknowledgement**

I, [REDACTED] acknowledge that I have read and understood the contents of this Disclosure Notice.

[REDACTED]
[REDACTED]
Date: [REDACTED]