Vandil's Standard Terms of Engagement (AU)

Last updated 30 July 2026

1 General

These Standard Terms of Engagement apply to every matter Vandil Australia Pty Ltd (ABN 26 697 364 140) ("Vandil", "we", "us", "our") undertakes for a client ("you", "your"), together with the Client Engagement Pack provided to you for your specific matter.

No oral communication overrides these Standard Terms, your Client Engagement Pack, or any other written communication from us, and you agree that you have not relied and will not in future rely on any oral communication that is not later reduced to writing and communicated by us to you.

You accept our offer of legal services by signing and returning your Client Engagement Pack, or by otherwise instructing us to proceed.

Your Client Engagement Pack together with these Standard Terms of Engagement form the Costs Agreement between us ("Costs Agreement"). Where there is any inconsistency between the two, your Client Engagement Pack prevails.

We may update these Standard Terms of Engagement from time to time. The version that applies to your matter is the version identified by its "Last Updated" date on your Client Engagement Pack, unless we agree a substantial change with you in writing under **clause 16**.

2 Definitions

In this document these terms have the following meanings:

Costs Agreement	means this document together with your Client Engagement Pack.
Disbursements	means monies we spend, incur, or are able to spend or incur on your behalf, examples of which are set out in **clause 11**.
Fixed Fee	means the fixed or up-front quoted fee set out in your Client Engagement Pack.
Law	means, depending on the Applicable Law identified in your Client Engagement Pack: a) for Queensland — the *Legal Profession Act 2007* (Qld); b) for New South Wales, Victoria and Western Australia — the Legal Profession Uniform Law as applied in that state (the *Legal Profession*

	Uniform Law Application Act 2014 (NSW & Vic) and the *Legal Profession Uniform Law Application Act 2022* (WA)),
	and all relevant regulations, in each case as amended from time to time.
Legal Costs	means Professional Fees and Disbursements.
Client Engagement Pack	means the matter-specific document (covering parties, scope, fee and applicable law) provided to you at the start of your engagement, which forms part of the Costs Agreement.
Professional Fees	means the fees we charge for work performed on your matter.

3 Reference to parties

In this document a reference to the parties has following meanings:

a) Vandil is referred to as ‘we’, ‘us’, ‘our’ or ‘Vandil’.

b) The client is referred to as ‘you’ or ‘your’.

4 Multi-jurisdictional practice and applicable law

Vandil provides legal services to clients in Queensland, New South Wales, Victoria and Western Australia.

The Law that applies to your matter is the Law of the state identified as the “Applicable Law” in your Client Engagement Pack — ordinarily the state with which your matter has its most substantial connection, such as your place of residence or business, or the state in which the services are principally provided.

All legal services are provided by, or under the supervision of, an Australian Legal Practitioner holding a current practising certificate in an Australian state or territory.

5 Incorporated legal practice and use of AI

Vandil is an incorporated legal practice. We advise that:

a) the provision of legal services is regulated by the Law; the use of AI-assisted tools in preparing documents is not separately regulated by the Law;

b) AI tools are used to assist with drafting, research and document preparation — every document delivered to you is reviewed and approved by the supervising practitioner named in your Client Engagement Pack before it is released to you;

c) our liability is limited by a scheme approved under professional standards legislation, where such a scheme applies.

6 Our relationship

We will perform the work identified in your Client Engagement Pack with professional skill and diligence, acting in your best interests. We will not perform work for you where a conflict of interest or other legal or professional obligation prevents us from accepting or continuing your instructions.

You agree to give us timely, accurate and complete instructions and information relevant to the services we provide, and to check, to the best of your ability, that the facts we rely on are correct and any assumptions we make are reasonable.

7 Taking instructions from more than one client

Where we act for more than one person on a matter, unless you tell us in writing otherwise, we may accept instructions from any one of you, and information given by one of you may be shared with the others.

Where the client is a company, unless told otherwise in writing, we may accept instructions from any director, or any person we reasonably believe to be the CEO, CFO, general manager, in-house lawyer or company secretary, or a person we have been told holds that authority, without confirming with the other officers of the company. We may assume a person remains a director or secretary until notified otherwise in writing.

If a conflict arises between joint clients, all parties will need to engage new lawyers and may incur additional Legal Costs.

8 Person responsible for the work

The supervising practitioner named in your Client Engagement Pack has overall responsibility for the services provided to you and can be contacted regarding the work or any question about Legal Costs.

9 Scope of work

The work we will do for you is set out in the Scope of Work in your Client Engagement Pack. It is strictly limited to what is described there.

If you would like us to do additional work outside that scope, tell us in writing and we will confirm whether we can take it on. Before we do any additional work, we will give you a written quote for that work and will not proceed until you approve it in writing — consistent with our fixed-fee, up-front-quoted model, we do not bill additional work on an hourly basis unless we expressly agree otherwise with you.

If you instruct us to exclude steps that are usual and necessary for a matter of this kind (for example, to save on Legal Costs), you accept the risks of that exclusion and waive any claim against us for loss arising directly or indirectly from it.

10 Professional Fees — fixed fee, quoted up front

All Vandil services are provided on a fixed-fee or up-front quoted basis. We do not bill on an hourly basis for work within your Scope of Work.

a) Our fee is based on the agreed Scope of Work in your Client Engagement Pack and does not cover work outside that scope. We may vary the fee with your written consent if the scope, circumstances or requirements it was based on change.

b) If you cancel this agreement, or the work cannot be completed for good cause, before we have completed the Scope of Work, you may be entitled to a refund of any amount paid that exceeds a reasonable proportion of the Fixed Fee reflecting the work performed and the stage reached, plus an administration fee.

c) Additional work outside the Scope of Work will always be quoted to you in writing and requires your written approval before we start it — see **clause 9**.

d) For Australian clients, all amounts are in Australian dollars. GST treatment is as stated in your Client Engagement Pack.

e) For online payments, banks or payment platforms may charge a transaction fee. Any such fee is paid by you to the platform and is separate from our Professional Fees.

11 Disbursements

If any Disbursements are necessary for your matter, we will notify you and seek your written approval before incurring them, unless your Client Engagement Pack states otherwise. Disbursements may include:

a) search, enquiry, registration and lodgement fees;

b) government revenue charges, including stamp duty;

c) court and other filing fees;

d) fees payable to third parties, including external lawyers or barristers we retain on your behalf;

e) transaction-specific banking charges, postage and courier costs; and

f) printing, photocopying and transcript charges.

12 Goods and Services Tax (GST)

Unless your Client Engagement Pack states otherwise, our fees and charges are GST inclusive. We will determine the GST payable on our supply of services to you based on your tax residency status.

13 Billing and payment

Vandil does not require a solicitor's trust account for our standard fixed-fee services — you pay us directly, in accordance with the Payment Terms in your Client Engagement Pack.

a) We will issue a tax invoice for the Fixed Fee in accordance with the Payment Terms in your Client Engagement Pack (for example, on completion, or against milestones).

b) Unless your Client Engagement Pack states otherwise, access to your completed documents is granted only once cleared payment has been received.

c) If payment is not received within 14 days of the invoice date, we may withhold your completed documents and, at our election, terminate this agreement.

d) If an undisputed bill remains unpaid after 14 days, we will charge interest on the outstanding amount at the lesser of 8% per annum or the rate prescribed under the Law for a money order debt.

e) If you dispute a bill, notify us in writing within 7 business days of receipt, setting out your reasons. We will respond within 7 business days. You may also dispute a bill in accordance with the Law — see clause 18.

f) We accept payment by electronic funds transfer, credit card, or such other means as we notify to you. You consent to receiving your bills electronically.

g) We may suspend work on any matter until payment in full of all bills that are due.

14 Working with us

You agree to:

a) give us accurate, timely and complete instructions and information;

b) keep us informed of changes to your contact details;

c) pay our bills when due, except where properly disputed under **clause 13**; and

d) take reasonable cybersecurity precautions, including verifying bank details by phone using an independently sourced number before acting on any funds transfer instruction, and never relying on emailed or texted payment instructions alone.

You consent to receiving information and communications electronically, and to accepting this agreement by electronic or digital signature.

15 Conflicts of interest

We are not aware of any conflict of interest at the commencement of your engagement. If one arises during the engagement, we will notify you promptly and take appropriate steps in accordance with our professional obligations.

16 Substantial changes to disclosure

We will inform you in writing, as soon as reasonably practicable, of any substantial change to anything contained in the Costs Agreement, including any change to the person responsible for your matter.

17 Engagement of another lawyer or specialist

If it becomes necessary to engage an external lawyer, specialist or barrister on your behalf, we will consult you on the terms of that engagement. You may be asked to enter into a costs agreement directly with that professional.

18 Legal costs — your rights

Under the Law applicable to your matter, you have the right to:

a) negotiate a costs agreement with us;

b) receive a bill of costs from us;

c) request an itemised bill after receiving a lump sum bill;

d) request written reports on the progress of your matter and the costs incurred;

e) if you are unhappy with our costs, apply to have those costs assessed, and apply to have this Costs Agreement set aside, within the time limits that apply under the Law;

f) if your matter has a substantial connection with more than one Australian jurisdiction, accept or reject any offer we make for an interstate costs law to apply, or notify us in writing that you require an interstate costs law to apply; and

g) be notified of any substantial change to the matters disclosed in the Costs Agreement.

Time limits for costs assessments and other disputes differ between jurisdictions. If you are considering a dispute, contact us or your local regulatory body (**clause 22**) for the limits that apply to you.

19 Referrals

We may receive or give referrals, for which a referral fee may be paid or received. This has no impact on our fee structure or the amount you pay us. We do not act on referrals where a conflict of interest exists, and referral partners have no influence over the nature, style or extent of our engagement. You are under no obligation to accept any referral we make.

20 Mail

We are not responsible for post or parcels lost in transit to or from our office, and are not liable for any resulting loss or damage.

21 Social media

If you have a concern about our services, please raise it with us first via **hello@vandil.com** before posting about it publicly. We reserve the right to ask you to remove material that misrepresents our engagement, and to claim any losses arising from false public complaints.

22 Complaints

If you have a concern about our services or costs, contact us first at **hello@vandil.com**. We will acknowledge your complaint within 2 business days and aim to resolve it within 10 business days. If you're not satisfied with our response, you may contact the regulator for the state in which your matter is governed:

Queensland	Queensland Law Society — complaints@qls.com.au / (07) 3842 5842, or the Legal Services Commission — complaints@lsc.qld.gov.au / 1300 655 754
New South Wales	Office of the Legal Services Commissioner (OLSC) — 1800 242 958 or (02) 9377 1800
Victoria	Victorian Legal Services Board and Commissioner (VLSB+C) — consumerenquiry@lsbc.vic.gov.au / 03 9679 8001
Western Australia	Legal Practice Board of Western Australia (LPBWA) — (08) 6211 3600

23 Apportionment of liability

If you claim compensation or damages from us for loss arising from our acts or defaults, and that loss was also due to or contributed to by your own acts or omissions, or those of another person for whom we are not responsible, our liability is limited to the proportion of the loss that our acts or defaults bear to the totality of the conduct causing it. Where a proportionate liability law applies to a claim against us, this clause operates consistently with, and does not seek to exclude, that law.

24 Copyright and retention of documents

You may use the documents we prepare for you only for the purposes for which they are supplied. Unless otherwise agreed, we retain copyright in documents we prepare.

You consent to your documents being held electronically, to us destroying paper duplicates at any time, and to us transferring your completed documents to you electronically. Once your matter is complete and all Legal Costs are paid, we may seek your instructions about collection, transfer or destruction of your documents. If we cannot obtain instructions, we may destroy documents once at least seven years have elapsed since completion, consistent with the Law.

25 Confidentiality

We treat all information you give us as confidential. We may use and disclose it as necessary to carry out the work, as legally required, or as you authorise. Where third-party service providers are engaged on your behalf, including AI-

assisted document processing tools, your information may be shared with them on a confidential basis. We may use anonymised or de-identified material from your matter internally for learning and knowledge purposes, taking reasonable steps to ensure it is not otherwise disclosed.

26 Privacy

The *Privacy Act 1988* (Cth) applies when we collect, use and disclose personal information in the course of your engagement. We may collect personal information about individuals connected with a corporate client, and ask you to help make those individuals aware of this. We may also need to conduct further searches or enquiries about you or your associates for regulatory purposes.

We may disclose personal information to our service providers or agents, and to other organisations including government agencies, but only to the extent necessary to perform the work or as required by law. Full details are set out in our Privacy Policy at vandil.com/privacy.

27 Anti-Money Laundering and Counter-Terrorism Financing

From 1 July 2026, Australia's anti-money laundering and counter-terrorism financing (AML/CTF) laws extend to lawyers who provide certain “designated services”, under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) as amended. Where a matter involves a designated service, we are required to establish and verify the identity of clients and some other parties, assess and respond to the risk of prohibited activity, and meet reporting and record-keeping obligations. We will let you know if this applies to your matter and what it requires from you.

28 Ending this engagement

You may end this engagement at any time by giving us written notice, without needing to state a reason.

We may end this engagement with your consent, or for good reason on reasonable notice, including: your failure to meet your obligations under this agreement or to pay undisputed bills; our inability to verify your identity or authority to give instructions; your requirement that we act unlawfully or unethically; or your failure to provide adequate instructions.

If our engagement ends before the Scope of Work is complete, you must pay the part of the Fixed Fee that reasonably reflects the work performed to the date of termination, plus any Disbursements reasonably incurred.

29 Limitation of liability

To the maximum extent permitted by law, our liability to you in connection with an engagement is limited to the amount of the Fixed Fee paid for that matter. We are not liable for indirect, consequential or special loss or damage.

30 Jurisdiction and governing law

This Costs Agreement is governed by the Law identified as the Applicable Law in your Client Engagement Pack. In the event of a dispute as to costs, the costs assessment scheme of that Applicable Law applies, unless you require an interstate costs law to apply under **clause 18**.