

STANDARD RETAINER AGREEMENT AND COST DISCLOSURE**BETWEEN: THE CLIENT****AND: DOYLES CONSTRUCTION LAWYERS**ABN: 99 052 127 349
Level 2, 148 Elizabeth Street
SYDNEY NSW 2000**STANDARD COSTS AGREEMENT**

1. This document is an offer to enter into a costs agreement with you.
2. The disclosure requirements which we are required to provide you under the *Legal Profession Uniform Law (NSW) 2014 (LPUL)* are contained in the Standard Cost Disclosure which forms part of this document and have been read and understood by you.
3. If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any one of the following ways:
 - Signing and returning our cost disclosure and estimate
 - Giving us instructions after receiving this document;
 - Oral acceptance.

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

4. The terms of this Cost Agreement are those on which D LAW PTY LTD ("Doyles"), an incorporated law practice trading as Doyles Construction Lawyers and practising under the LPUL, are to act in respect of any work done by Doyles for you including any work in respect of the project.
5. You require us to represent and advise you on the project in respect of your legal rights and obligations and the project will conclude not later than one month after we accept your last instruction in that regard.

SYDNEY OFFICELEVEL 2
148 ELIZABETH STREET
SYDNEY NSW 2000
P: (02) 9283 5388www.doylesconstructionlawyers.com

DLAW PTY LTD ABN 99 052 127 349

LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL STANDARDS LEGISLATION

MELBOURNE OFFICELEVEL 40
140 WILLIAM STREET
MELBOURNE VIC 3000
P: (03) 9620 0322BRISBANE OFFICELEVEL 27
32 TURBOT STREET
BRISBANE QLD 4000
P: (07) 3034 3333

P: 1800 888 783

PERTH OFFICELEVEL 13
37 ST GEORGES TERRACE
PERTH WA 6000
P: (08) 9221 5599doyles@doylesconstructionlawyers.com

QUALITY ASSURED PRACTICE: ISO 9001:2015



Client Initials:.....

6. We will charge for the work done by us on the project or otherwise on the basis set out in the attached Standard Costs Disclosure and each provision of the standard Cost Disclosure shall be part of this Cost Agreement
7. Standard Clauses 1-22, the Acknowledgement attached hereto and the Standard Costs Disclosure are included and agreed in this Standard Costs Agreement.
8. Please sign the Standard Retainer Agreement and Standard Costs Disclosure on each page and return the Standard Costs Agreement and Standard Costs Disclosure as soon as it is convenient
9. Please note that by signing this agreement you agree for us to collect credit information on you and should you default in payments to us, disclose such default information to a credit reporting body.

STANDARD RETAINER AGREEMENT

Instructions

1. A fundamental obligation of our agreement is that you will provide us with consistent, prompt, accurate and comprehensive instructions as necessary or as requested by us from time to time. You must demonstrate truth and integrity in all your instructions and dealings with us and on request confirm your instruction to us in writing.
2. We will carry out work on the project with skill, care and diligence. You accept that any failure by you to provide the instructions required by this Costs Agreement in a structured, comprehensive and accurate manner reduces our opportunity to properly carry out work on the project and, you agree, reduces or removes any liability to you including for any negligence or breach of contract or otherwise.

Your instructions must enable us to satisfy all our relevant legal or professional obligations including particularly our responsibilities to any Court or Tribunal or otherwise.

3. You must promptly notify us of any work or advice outstanding on which you still require our assistance and check any work done for you to ensure it accords with your requirements and instructions.

Ownership of Documents

4. We reserve our right to a lien over any documents held by us to secure any fees, charges or expenses owed to us on any account and we are entitled to a first charge over the proceeds of any claim we have pursued on your behalf from the time of receipt of the proceeds, or from the time of our further notice to you, to secure your payment of any fees, charges or expenses owed to us on any account.

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Client Initials:.....

5. We are entitled to retain possession of your original documents held by us to secure any fees, charges or expenses owing to us on any account including on any termination of this agreement.
6. We own absolutely, including any copyright in, any documents, whether original or copies, on our file including any documents produced by us including notes, draft documents, pleadings, affidavits, statements or analysis of evidence, collections of data or information, correspondence to or from third parties and any copy documents made by us or provided to us other than the original documents provided by you. Any documents containing instructions or information or internal advice or work product are privileged and confidential to us whether or not the time spent reading or producing them has been invoiced to you.
7. We will at your request and cost if our invoices are paid: -
 - a) copy documents necessary for your proper instructions to us;
 - b) provide copies of correspondence between us and third parties;
 - c) return any original documents which you have supplied to us.
8. It is agreed and authorised and directed by you that we may destroy the documents including any original documents held by us after the conclusion of the project and you will ensure that you have retained copies of relevant documents.
9. All copyright and intellectual property created by any work performed by us or in any document produced or owned by us is retained by us and you are only licensed to use the same on the project for the specific purpose for which it is prepared and the license is conditional upon the performance of all of your obligations under this Retainer Agreement including the payment of our fees, charges and expenses.

Performance of Work

10. We will begin the work when you sign this Retainer Agreement or when you notify us of your acceptance of this Retainer Agreement, which you may do orally, or in writing or by giving or continuing to give us instructions.
11. We will provide written reports at reasonable intervals about the progress of the project or at your request.
12. We are not required to continue to do work if you fail to promptly pay our invoices or if you fail to provide us with instructions in accordance with this agreement or otherwise breach this Retainer Agreement, or if you indicate that we have lost your confidence or if we are not able to agree with you on the appropriate steps to protect or advance your interests or to comply to our satisfaction with our professional responsibilities to any Court, Tribunal or otherwise.

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13. Each party may give seven days' notice of its intention to terminate our Retainer Agreement for convenience. You will be required to pay our fees, charges and expenses up to the date of termination and for any assistance rendered thereafter at your request to you or to any new solicitor engaged by you. We will at your request and cost assist any new solicitor by providing the new solicitor with copies of the documents necessary for him to represent you.
14. We will attempt to ensure that we have no ethical conflict in acting for or advising you in respect of the project. You are requested to advise us if any perceived conflict in us acting or continuing to act comes to your knowledge. You agree that as a specialised firm acting in a particular industry it is reasonable and to be expected that we may on occasions act for or will act for or have acted for those whose interests have been, are or may be contrary to your own and unless some specific confidential information arising from our acting for you is involved you agree to us acting in those circumstances.

Complaints or Queries

15. If you have any complaints about the conduct of your matter, you may refer the complaint to any of the lawyers at DOYLES including one who is not already dealing with the project.

Trust Money

16. Unless requested by Doyles or agreed with you, no trust money is to be received or paid to us. Should you fail to meet the terms of payment of our invoices, we may draw down on the funds held in trust in respect of any of your matters to pay outstanding invoices on any of your matters. We receive all moneys, other than requested or agreed trust monies, for and on account of DOYLES only and we are hereby directed and authorised by you to deposit any such money into our office account for our sole benefit. Any credit balance shall be credited to your future account or paid to you at the conclusion of the project.

All trust monies are to be held in New South Wales and accounted for in accordance with the requirements of the Law Society of New South Wales and all payments to us of trust monies are to be paid in cleared funds by electronic funds transfer

You direct that any money received on your behalf by DOYLES is to be banked in the general trust account operated by DOYLES in New South Wales. You acknowledge that the trust account is subject to the supervision by the Law Society of New South Wales and is maintained in accordance with LPUL and *Legal Professional Uniform Regulations 2015 (LPUR)* and *Legal Profession Uniform General Rules 2015 (LPUGR)* effective at the time of deposit.

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Client Initials:.....

Payment / Money on Account

17. We have the right to request reasonable security for our costs from time to time and in any event you charge any real estate or other property owned by you with the payment of our fees.
18. We may ask you to pay us, in advance, some money on account of payments which will be made to others or to secure our fees and charges.
19. We may ask you to repay the money paid on your behalf as and when we send you bills for these payments.

Rights

20. You have the right to;
 - a) Negotiate a cost agreement with us.
 - b) Receive a bill of costs from us.
 - c) Request an itemised bill of costs after you receive a lump sum bill from us.
 - d) Request written reports about the progress of your matter and the cost incurred in your matter.
 - e) Apply for costs to be assessed within 12 months if you are unhappy with our costs.
 - f) Apply for the cost agreement to be set aside.
 - g) Accept or reject any offer we make for an interstate costs law to apply to your matter.
 - h) Notify us that you require and interstate costs law to apply to your matter.
 - i) You agree that you are advised to fully research you rights and obligations on the website of the Law Society of New South Wales and other Law Societies.

Termination of Agreement

21. The contract made by this Retainer Agreement is not an entire contract but a contract to represent, advise and act for you from month to calendar month and either party may terminate the same for convenience. We will not continue to do work on the Project: if you fail to pay our bills; if you fail to provide us with adequate instructions within a reasonable time; if you give instructions that are false or misleading; if you fail to accept an offer of settlement which we think is reasonable; if you fail to accept advice we (or counsel) give you; if you engage another law practice to advise you on this matter without our consent; if we believe that we may have a conflict of interest, or if you indicate to us or we form the view that we have lost your confidence in us; or for any other just cause.
22. On any termination you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of our lump sum fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements. You will be liable to pay our costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.

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Privacy Protection

23. Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (e.g. under the *Social Security Act*). You also authorise us to disclose such information where necessary to others in furtherance of your claim/matter (e.g. within the law practice, to associate entities, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc) and as appropriate for offering you services by associates that we believe may be of benefit to you.

Commercial and Consumer Credit

24. Pursuant to Part IIIA Privacy Act 1988 and the Privacy (Credit Reporting) Code 2014, you consent to the collection of personal information and for us to disclose information about you to the credit reporting body, Veda Advantage Information Services and Solutions Limited (**Veda**).
25. Doyles may:
- Request for a credit check which may be recorded by the credit reporting agency to create or maintain a credit information file about you.
 - Request a credit report from a credit reporting agency to assist in the collection of any overdue payments to us;
 - Disclose information to a credit reporting agency in order to list default payments.
26. Doyles may disclose the following information to a credit reporting agency before, during and after our retainer:
- information and particulars about you;
 - that you have applied for credit;
 - that Doyles is a current credit provider to you;
 - payments that are more than 60 days overdue and are more than \$150;
 - any cheque of yours for \$100 or more which has been dishonoured more than once;
 - any serious credit infringement committed by you;
 - that payments are no longer overdue,
27. You may obtain our policy about the management of credit-related personal information by contact us directly or the Veda credit-related personal information policy about the management of credit - related personal information by contacting Veda on 1300 921 621.
28. You have a right to access information from us in respect of your account and can raise any concerns with the information we hold with us.
29. You have a right to request Veda not to use their credit reporting information for marketing purposes.

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Client Initials:.....

30. You have a right to request Veda not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been or likely to be, a victim of fraud.
31. You have the right to obtain access and/or to seek correction of personal information (including credit-related information) that we hold about you. You also have a right to make a complaint about the use of your information if you believe that we have not complied with the Privacy Act or the Credit Reporting Privacy Code.

Compulsory Mediation on Fees

32. Where any dispute or difference exists between DOYLES and the Client in respect of fees, the parties must at request of the other party confer with a mediator appointed by the President of the Law Society of New South Wales where the cost of the mediator will be borne equally by the parties and the parties make all reasonable attempts to resolve amicably the dispute or difference as directed by the mediator.

Expert Determination

33. In the event that there is any dispute in respect of or related to the payment of costs, either party may refer such to an expert to finally determine by notice to the other party. The Expert shall be a barrister of not less than 10 years and not more than 15 years standing nominated by the President of the Bar Association of NSW and the expert shall invite written submissions from both parties, inspect such of the file as necessary and conduct a telephone hearing of no more than 4 hours and deliver his determination except as to costs within fourteen days of his appointment. The parties shall be entitled to be represented only by practicing solicitors and the rules of evidence shall not apply. The expert shall determine the costs of the determination at the conclusion of the determination on written submissions.

Law

34. The Law of New South Wales applies to this Retainer Agreement and both parties agree to submit any dispute to the exclusive jurisdiction of the Courts and Tribunals of that state.

ACKNOWLEDGEMENT

1. In retaining DOYLES to work on this project on the terms of the Costs Agreement, you acknowledge that we have advised you that:
 - a) You have been supplied with a copy of our Standard Costs Disclosure document setting out your rights and obligations in terms of the LPUL.

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Client Initials:.....

- b) You should seek independent legal advice relating to your obligations under this Costs Agreement and we have informed you of the availability of independent legal advice. If you are uncertain as to which firm you should choose, you could seek a reference from the New South Wales Law Society;
- c) Our charges for professional fees, charges or disbursements will exceed the applicable Law Society or Court scale charges. You agree to the basis of charging and method of calculating costs and the rendering of costs as set out in the Retainer Agreement and you agree to pay such costs calculated in accordance with the Retainer Agreement.
- d) We are authorized and directed to destroy any documents held by us in relation to any projects on which we have acted at any time after the conclusion of the project. You will ensure that you have retained your own file of relevant documents.
- e) There may be other firms of solicitor who can act for you in respect of this matter and who may charge you scale expenses and professional fees, which are less than our own. You warrant to us that you have to your own satisfaction conducted a tender process to ensure that you have chosen us as an appropriate firm to undertake your project and that you have agreed to the payment of costs on the basis of this Retainer Agreement as a result of that tender process.
- f) Time charging is common among commercial law firms but may not necessarily be used by other firms. It is likely that time charging may result in a higher fee than charging on a tasks performed basis. Task based charging is the conventional and traditional method of charging used by solicitors.
- g) If, in any proceedings, an order or agreement is made (for example if you are successful in those proceedings) requiring another party to pay your costs and expenses, the amount recovered is usually only a portion (estimated at 60% to 80%) of the solicitor client costs paid to us.
- h) It is possible that the Court may make an order that you pay another party's legal costs (if for instance you lose any proceedings), and those costs would be in addition to the costs payable to us under this cost agreement. If you are unsuccessful in a proceeding then you should expect to be ordered to pay the other party's costs, which may be estimated at perhaps 60% to 80% of the costs charged to you by us.

STANDARD COST DISCLOSURE

THE PROJECT

You require us to represent and advise you on the project in respect of your legal rights and obligations.

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This document discloses the information about the costs of our legal services, and your rights, as required by the LPUL. You may negotiate or enter into a costs agreement with us based on the information contained in this document.

1. GST

All rates, charges, expenses etc in this document are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be shown in our tax invoices.

2. Costs – How Calculated

Professional Fees

We will charge you for all time spent on your project at the following rates per hour plus GST:

a) Partner	\$500.00
b) Senior Associate	\$400.00
c) Associate	\$350.00
d) Senior Solicitor	\$300.00
e) Solicitor	\$225.00
f) Paralegal	\$225.00
<i>(admitted in another jurisdiction)</i>	
g) Project Analyst or Consultant	\$225.00
h) Paralegal	\$160.00

These rates will be charged at the higher applicable classification and will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minutes units. For example, the time charged for an attendance of up to 6 minutes will be 6 minutes and the time charged for an attendance between 6 and 12 minutes will be 12 minutes.

Those fees may be increased in light of any special skill, care or urgency required or the importance of the work in question. It is agreed that the fees and charges may be reasonably increased if the work continues for more than six months to the fees and charges will apply as advised by us on the invoices for work after that date and that fees for staff will increase as their seniority advances. Individual staff members with particular skill and experience may be charged at increased rates to those shown above. If you continue to instruct us after receiving the invoices showing the increases on the rates, you will be deemed to have agreed to the increased fees and charges.

Invoicing

We will invoice our fees, charges and expenses as required or at the end of each month while the work is in progress, when the work is completed or otherwise as we consider necessary. Each invoice will show the total time spent by each person during the period covered by the invoice and the charges and expenses for which we require payment. Each bill is due and payable by you on

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receipt unless a delayed payment period has been agreed in writing and strictly observed by you. Each invoice is a final invoice for the work invoiced and an offer to agree that amount for the work invoiced, and this offer is accepted and agreed by you by continuing your instructions in respect of the project or the work.

We are pleased to discuss any queries in respect of our invoice in order that prompt payment is achieved. It is a condition of our agreement with you that your queries are made promptly or abandoned. Your continued instructions following the delivery of our invoice constitutes your agreement to our invoices as rendered. Any discount or reduction to the fees and charges payable under the Retainer Agreement whether shown or not on an invoice is a voluntary provisional support by us of your project and is withdrawn if this cost agreement is not strictly adhered to by you or our costs are taxed or assessed on a solicitor/client or party/ party basis.

If it is considered necessary by us or if you so request, an itemised bill of our fees, charges and expenses will be prepared.

We reserve the right to require you, from time to time, to pay us an amount into trust to secure payment of expenses and our fees and charges, or to provide security for expenses on our fees and charges.

Should payment of our invoices not be made strictly in accordance with the Retainer Agreement, you agree to pay our fees, charges and expenses spent in recovering our fees, charges and expenses on the same rates as in the Retainer Agreement.

Charges

We will charge you in addition to our fees for services we use or supply in carrying out work on the project. Our charge rates are (plus GST):

- 2.2.1 Photocopying: \$0.30 per page
- 2.2.2 Faxes: \$1.50 per page
- 2.2.3 Printing of documents: \$0.30 per page

Expenses

We will incur expenses (being money which we pay or are liable to pay) to others on your behalf. These may include:

Search fees; enquiry fees; court filing fees; process servers; experts' reports; witnesses' expenses; travel expenses, transcripts; barrister's fees.

We will inform you of these expenses as well as any other payments required to be made, as soon as is reasonably practicable. You authorise us to incur those that we consider reasonable.

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3. Estimate of costs

We will provide you with a costs estimate from time to time. The estimate will be based on the information available to us to the date of the estimate. It is an estimate, not a quotation and is subject to change and the total cost may exceed the estimate.

Where it is not possible at this time to provide an accurate estimate of the total costs, a range of estimates is provided instead.

They may, and probably will, change when more information is available to us. They are to be provided on the basis that they are estimates of the future costs in addition to costs already invoiced for previous periods.

The major factors which may affect the estimates are:

- Failure, delay or difficulties in receiving accurate and comprehensive instructions or documentary evidence;
- Manner in which the other party opposes the steps taken by us;
- The issue of the legal proceedings;
- The duration of the matter which may vary according to the number of issues in contention and whether or not legal proceedings are issued;
- The extent of the requirement for expert evidence, if any;
- The extent of the involvement of Counsel, if any.

Each invoice constitutes in lieu of or support of other estimates for estimate of the month or period in which the work invoiced was done and an estimate for the work to be done in the next month or period

4. Your right to a bill of costs

You are entitled to receive a bill of costs from us. If we send you a lump sum bill you may request an itemised bill within 12 months of receipt of the lump sum bill.

5. Billing arrangements

We will send you a bill of costs containing information of our professional fees and charges, disbursements and expenses, including GST, either at any time during the completion of the work, or monthly, or otherwise as determined by us, when the work is in progress.

6. Interest on unpaid costs

Interest at the max rate prescribed in Rule 75 of the LPUGR, being the cash rate target set by the Reserve Bank of Australia plus 2% will be charged if our costs are not paid within 30 days of receipt by you of our bill of costs.

7. Dispute as to legal costs

The Act gives you the right to: apply to the Supreme Court to have the bill of costs assessed for its fairness and reasonableness by a Costs Assessor; or to have the dispute mediated; or a costs

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agreement set aside by the Costs Assessor on the basis that it is not fair, just or reasonable. Applications for assessment should be made before the expiry of 12 months after receipt of the bill of costs, or request for payment of costs made by us, or full payment made to us.

8. Persons responsible for your matter and legal costs

The lawyer(s) listed on correspondence or on your invoice will be responsible for your matter. You may contact them regarding your matter and your legal costs.

The lawyer responsible for your matter may change at our discretion from time to time and others may work on the project.

9. Substantial changes to disclosure

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document. We reserve the right to update the terms of the cost agreement by notice to you. The same will apply if you continue to give us instructions.

10. Progress reports

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

11. Engagement of another law practice

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

12. Costs in court proceedings

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

If you are successful in the litigation the following is the range of costs that may be recovered from the other party, 60 to 80% of your own costs.

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If you are unsuccessful in the litigation you may be ordered to pay the other party's costs. The sums given below are merely estimates, and based on our estimate of what the other party's law practice may charge, 60 to 80% of your own costs.

If settlement of your claim is being negotiated, we will provide you before settlement with:
a reasonable estimate of our costs payable by you on settlement;

AND

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 (e.g. if your case is weak, etc).

13. Applicable law

The law of NSW applies to legal costs regarding this matter. You are, however, able to enter into a costs agreement with us on the basis that the corresponding law of another State or Territory is applicable if this matter has a substantial connection with that State or Territory. In that event, we will disclose costs as they are applicable in that State or Territory. You have the right to contract with us that the costs assessment scheme in NSW is applicable, in the event of any dispute as to costs arising with us. Unless we have agreed in writing otherwise, the law of NSW will apply.

14. Joint and Several Liability

If the client consists of more than one person each agrees to be jointly and severally liable for the fees and expenses of DOYLES under this agreement.

If you are instructing us in your capacity as director or agent of a company or trustee of a trust, you personally agree to be bound by the terms of this agreement jointly and severally in your personal capacity and as consideration for the benefit of our advice received by you as director of the company or trustee of the trust, you guarantee that you are personally liable for any outstanding fees that remain outstanding for a period of more than 30 days of the receipt of that invoice.

15. Commercial and Government Clients

Notwithstanding anything contained herein, where the client is a Commercial or Government Client as defined under LPUL, Part 4.3 "Legal Cost" of the LPUL is excluded to the maximum extent permitted by Law.

Under Section 170 of the LPUL, a Commercial or Government Client is defined as a client of a law practice where the client is-

- (a) a law practice; or
- (b) one of the following entities defined or referred to in the Corporations Act-
 - (i) a public company, a subsidiary of a public company, a large proprietary company, a foreign company, a subsidiary of a foreign company or a registered Australian body;
 - (ii) a liquidator, administrator or receiver;
 - (iii) a financial services licensee;



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- (iv) a proprietary company, if formed for the purpose of carrying out a joint venture and if any shareholder of the company is a person to whom disclosure of costs is not required;
- (v) a subsidiary of a large proprietary company, but only if the composition of the subsidiary's board is taken to be controlled by the large proprietary company as provided by subsection (3); or
- (c) an unincorporated group of participants in a joint venture, if one or more members of the group are persons to whom disclosure of costs is not required and one or more members of the group are not any such persons and if all of the members of the group who are not such persons have indicated that they waive their right to disclosure; or
- (d) a partnership that carries on the business of providing professional services if the partnership consists of more than 20 members or if the partnership would be a large proprietary company (within the meaning of the Corporations Act) if it were a company; or
- (e) a body or person incorporated in a place outside Australia; or
- (f) a person who has agreed to the payment of costs on a basis that is the result of a tender process; or
- (g) a government authority in Australia or in a foreign country; or
- (h) a person specified in, or of a class specified in, the Uniform Rules.

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