

23 June 2022

Tasha Smithies  
Network Ten Pty Limited

Dear Tasha

### Engagement as legal advisors

Thank you for instructing Thomson Geer to act for Network Ten Pty Limited (**you**).

This letter sets out our understanding of our role and how we will charge you. We will act for you in accordance with our costs agreement which comprises this letter and our **enclosed** Terms of Engagement. The Terms of Engagement will also apply to all future matters we undertake for you either on your own behalf or on behalf of anyone else including associated entities, unless we agree otherwise in writing.

#### 1 Scope of our work

The scope of our work covered by the fee estimate in this letter (**scope of work**) is to advise Network Ten and Lisa Wilkinson in relation to issues arising from the R v Lehrmann proceedings in the ACT Supreme Court, including preparing a letter to the Court and liaising with the Director of Public Prosecutions in connection with the Court's decision to vacate the trial.

If there are any areas which you wish us to now cover and which are not detailed above, please let me know as soon as possible.

#### 2 Who will do the work?

I will be primarily responsible for the work you have asked us to do and may be assisted by other lawyers and staff. The lawyers who may work on this Legal Project and their hourly rates are set out in the table below. Any work by others will be subject to my supervision.

Name	Position	Hourly rate (plus GST)
Marlia Saunders	Partner	\$695.00
John-Paul Cashen	Partner	\$695.00
Justin Quill	Partner	\$695.00
Samantha McGeoch	Senior Associate	\$575.00
Conor O'Beirne	Associate	\$405.00
Zander Croft	Associate	\$405.00
Jessie Nygh	Lawyer	\$375.00
India Mauritzen	Lawyer	\$320.00
Isabelle Gwinner	Graduate Lawyer	\$310.00
Rachel Stellas	Senior Paralegal	\$300.00

Please refer to the **enclosed** Terms of Engagement for further information about our current hourly rates. Please contact me if you wish to discuss our costs, or anything else in our Terms of Engagement or this letter. The number of people working on your matter may be increased depending on its complexity and the urgency of the matter. We will advise you if this is the case.

### **3 Estimates**

#### **3.1 Our fees**

We estimate our fees will be \$5,000.00 plus GST for carrying out the work in relation to the Court's decision to vacate the trial. This estimate does not include counsel's fees. We can provide further cost estimates at the time we receive additional instructions from you.

Any estimates provided are only estimates and not a quotation. Our estimates are based on certain assumptions we make about the way we will work together on this Legal Project. If these assumptions are wrong, our estimates may vary. Our key assumptions are set out in our Terms of Engagement.

#### **3.2 Disbursements**

We will bill you any specific disbursements or expenses incurred on your behalf, in the running of your file.

### **4 We value your feedback**

Our goal is to provide legal services of the highest quality in the most cost-effective way. As part of our commitment to quality services, we welcome any comments or concerns you may have in relation to the work done by us.

This is an offer to enter into a costs agreement comprising this letter and the attached Terms of Engagement. This letter overrides the attached Terms of Engagement to the extent of any inconsistency.

You may accept this offer in writing or you are deemed to have accepted it by continuing to instruct us after the date of this letter.

I look forward to working with you.

Yours faithfully  
**THOMSON GEER**



**Marlia Saunders**  
Partner

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## Terms of Engagement effective 1 July 2021

These Terms of Engagement form part of our agreement with our client. Our client is the person or entity that we agree to act for in the letter of engagement or email that accompanies or refers to these Terms of Engagement. The client that we agree to act for in the letter of engagement or email is referred to in these Terms of Engagement as 'you'.

These Terms of Engagement and our letters and emails setting out particular work we agree to do for you (each a **Legal Project**), are costs agreements setting out the basis on which you engage us to act for you on your own behalf or on behalf of any company or organisation you represent. If we do work on your instructions for a company or organisation you represent, it is your obligation to ensure that company or organisation is aware of these Terms of Engagement and costs agreements.

These Terms of Engagement and our letters or emails setting out each Legal Project are an offer to enter into a costs agreement with you. You may accept our offer to enter into a costs agreement in writing or by other conduct. You will be deemed to have accepted this offer to enter into a costs agreement by continuing to instruct us after we send you these Terms of Engagement and our letters or emails setting out each Legal Project.

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### 1 Legal services

We will provide you with legal services arising from your instructions from time to time. Provision of legal services is regulated by different Legal Profession or Legal Practitioner Acts or the Legal Profession Uniform Law (**LPAs**) in the states and territories of Australia. Subject to your rights in some circumstances to select another Australian jurisdiction to govern our relationship with you, all aspects of our acting for you in each Legal Project will be governed by the laws and the LPA of the state from which we issue each costs agreement, and a reference to LPA in these Terms of Engagement is to the LPA of that state.

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### 2 Conflicts

If a conflict of interest arises which prevents us from continuing to act for you in a Legal Project, we will notify you of the conflict and resolve it in accordance with our professional obligations.

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### 3 Confidentiality

We will treat the instructions and information you give us as confidential except as you instruct us or as required by law.

You agree to us disclosing the fact that we have acted for you and the general nature of the work we have done for you in tender documents, brochures or similar publications. However, we will not do this if you request us not to.

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### 4 Personal information

We collect and process personal information to provide our legal services and products to you, and to conduct our business as more particularly described in our privacy policy (available on our website [www.tglaw.com.au](http://www.tglaw.com.au)). Generally, this personal information is collected from you, but we may also collect personal information indirectly in some instances (for example, from third parties and publicly available sources).

As part of providing our services and products to you, we may disclose personal information to external service providers who provide services to us or to you (such as our IT and other software and systems and archiving providers), to other third parties with your consent, within the Thomson Geer group, and as otherwise required or authorised by law. Some of these third parties may be located overseas.

We may also use and disclose the personal information of the people instructing us, or otherwise communicating with us on your behalf, so that we can communicate legal and firm developments and for our other marketing and business development purposes. You can unsubscribe using the mechanism in these communications or by emailing us at [REDACTED]

Where you provide personal information about a third party to us, you confirm that:

- the information has been collected in accordance with applicable privacy laws;
- we are authorised to receive that information from you and to use disclose that information to provide legal services and products to you; and
- you have taken reasonable steps to ensure that the individuals are aware, or would have expected, that their personal information could be provided by you to your legal advisers.

Our ability to provide our services and products to you may be affected if we do not receive personal information that we request.

Our privacy policy contains information about how you may seek access to or correction of the personal information which we hold about you, information about overseas transfers of personal information, and how to complain about a breach of the privacy law by us and how we will handle your complaint.

## 5 Our fees

We normally charge for our legal services by reference to the time we spend and in accordance with hourly rates. Our rates at the time of issue of these terms are set out on the last page of these terms and more specific information is provided in letters and emails confirming our engagement for each Legal Project. Other bases for our charges may be agreed in particular costs agreements.

We review our rates periodically having regard to changes in costs and market conditions and will not amend our rates more than twice in any financial year. We will inform you of any changes affecting work the subject of current costs agreements prior to the change taking effect. If you have any questions or concerns regarding a change to our rates, please contact the partner responsible for a particular Legal Project.

Our fees are not based on any court scale of costs, practitioner remuneration order or other method of calculating legal costs set out by statute and are likely to exceed the rates that would have applied in the absence of your agreeing to our rates. Another law practice may calculate its costs in accordance with a scale.

We also charge for some support services, identified at the end of these terms.

We may require you to pay money into our trust account in anticipation of our fees and charges.

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## 6 Bill of Costs

You are entitled to receive a written bill of costs. If we give you a bill in a lump sum format, you are entitled to request an itemised bill that shows the time spent by partners and other staff on various aspects of your Legal Project. We cannot charge you for the preparation of an itemised bill and must give it to you within any time specified in the LPA.

You are entitled to request a written report of the progress of a Legal Project (for which we may charge you) and of the legal costs incurred to date or since the last bill (if any) in relation to the Legal Project (for which we may not charge you).

You consent to receiving our bill of costs electronically to your usual email address or mobile phone number (or to another email address or mobile number you have specified) or by a specific arrangement for electronic receipt of our bill we have both agreed to. If we are providing our legal service to you in Queensland, you are deemed to have requested that we send our invoice to you electronically by accepting these terms.

If you request a hard copy bill of costs we will provide it to you. Our bill of costs may also be given to you or your agent by personal delivery, by post or by leaving a copy at your usual or last known business or residential address or at your DX box.

We normally issue our bill of costs monthly. We may issue a final bill of costs when the Legal Project is completed. We may also send you an additional bill of costs at any time to cover accumulated fees and disbursements. We issue our bill of costs and receive payment in Australian dollars. Our bill of costs may be assigned to our service company. Any written communication to you from Thomson Geer Services Pty Ltd ACN 008140547 (as trustee of the Thomson Geer Services Trust) is sufficient notice of assignment.

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## 7 Payment

We require our bill of costs to be paid within 14 days of receipt. If you pay our bill of costs by credit card, the merchant service fee charged to us by our bank will be passed on to you. This fee is currently equal to 1.50% for domestic Visa and Mastercard payments, 2.5% for international Visa and Mastercard payments and 3.12% for American Express payments. In accordance with rules under the LPA, if any of your billed legal costs remain unpaid 30 days or more after the date on which the bill of costs is issued we may charge interest on any amount outstanding:

- in all jurisdictions other than Queensland, at a rate that is equal to the Cash Rate Target specified by the Reserve Bank of Australia increased by two percentage points, accruing daily from the date of our bill of costs;
- in Queensland, at the rate prescribed under a practice direction made under the *Supreme Court of Queensland Act 1991*.

We may also cease acting for you or suspend further work until payment is made.

Please contact the partner responsible for a particular Legal Project if you have any queries about our legal costs for that Legal Project or any other aspect of our costs agreement for that Legal Project.

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## 8 Foreign currency

Our bills of costs are issued in Australian Dollars.

If you ask us to issue our bill of costs in a foreign currency, we will convert our bill of costs from Australian Dollars to your preferred currency using the Westpac Banking Corporation's published exchange rate for the relevant currency on the day we issue our bill of costs plus an additional charge of 2.5% of the total invoice amount. This additional charge is to compensate for any adverse exchange rate movement between the date of the bill of costs being issued and the date of payment of the bill of costs and any associated bank fees and other charges.

Where a disbursement is incurred on your behalf and that disbursement is invoiced in a foreign currency, we convert the amount of the invoice to Australian Dollars using the Westpac Banking Corporation's published exchange rate for the relevant currency on the day we receive the foreign currency disbursement invoice. When we add the disbursement to our bill of costs we charge you in Australian Dollars plus an additional charge of 2.5% of the total disbursement amount to compensate for any adverse exchange rate movement between the date of the bill of costs being issued and the date of payment of the bill of costs and any associated bank fees and other charges.

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## **9 How we work together**

To allow us to provide you with the best legal services possible, you must give us all the information you have that is relevant to your Legal Project. This information should be in writing if possible. Please do not assume we already have all the relevant information. If you remember, or become aware of, any other information relevant to your Legal Project you must let us know immediately.

Our only duty of care is to you. If any other person wants to rely on our work, they do so at their own risk, unless we agree in writing that they may also rely on it.

Our estimates are based on certain assumptions we make about the way we will work together on each Legal Project. If these assumptions are wrong, costs may vary from our estimates. Our key assumptions include:

- the scoped work is completed within the nominated or agreed timeframe;
- we will be instructed by a single decision maker within your organisation, although multiple personnel may be involved in the Legal Project. If our role is extended to include negotiating as between decision makers, additional costs will be incurred;
- you will keep us involved and informed during the Legal Project. Where we have only partial knowledge and are required to revisit and revise our work due to new information being provided to us at later stages, our ultimate costs are likely to increase; and
- we will need to spend time reviewing and acting on comments and documents sent to us, whether by you or your other advisers, or by the other party. Costs will increase if the number of drafts or reviews exceeds our estimate.

If any advice we give you is based on any additional assumptions or qualifications, we will tell you what they are. However, we will not be responsible if new information becomes available after the advice is provided showing that a stated assumption was incorrect or a stated qualification was inapplicable.

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## **10 Variables affecting fees in litigious matters**

Many factors affect the ultimate costs of litigation. At the time of issuing our costs agreements for litigious matters it is impossible for us to predict how the following variables will emerge in the course of each matter:

- whether liability is admitted or contested;
- whether quantum is admitted or contested;
- the extent to which factual and/or legal issues are capable of agreement;
- the nature and extent of discovery, inspection and production of documents;
- the nature and extent of expert evidence;
- the need to obtain interlocutory orders relating to such matters as: security for costs; pleadings and particulars; discovery; expert evidence; other interlocutory steps;
- the number of attendances required upon directions hearings; and contested interlocutory hearings;
- whether the matter is capable of settlement prior to trial;
- whether there is a formal settlement process such as mediation or arbitration;
- whether the matter proceeds to trial; and if so the nature and extent of the issues to be contested and the number of witnesses;
- whether there is an appeal; and
- whether you recover costs or alternatively suffer an adverse costs order.

We will provide you with regular updates on our cost estimate for a Legal Project where these variables apply.

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**11 Your rights**

You have rights under the LPA in relation to each of our costs agreements:

- **Bill of costs:** We may not commence proceedings to recover unpaid costs until at least 30 days after giving you a bill of costs (whether a lump sum bill or an itemised bill) as required by the LPA.
- **Review of costs:** You may always discuss our costs with us. You also have the right in certain circumstances, within 12 months (or 6 months for costs agreements governed by South Australian law) after:
  - the bill was given, or the request for payment was made; or
  - the costs were paid if neither a bill was given nor a request was made,to apply to have the whole or any part of a bill of costs assessed or adjudicated for its fairness and reasonableness in accordance with the LPA, even if you have paid the bill in whole or in part. Legal costs that are the subject of an interim bill may be assessed or adjudicated either at the time of the interim bill or at the time of the final bill, whether or not the interim bill has previously been assessed or adjudicated or paid.
- **Setting aside of costs agreement:** You have the right under the LPA to apply to have a costs agreement set aside on the grounds that it is not fair or reasonable.
- **Interstate costs law:** If our legal services in a Legal Project are to be provided wholly or primarily in another State or Territory than the State of our office that has issued a costs agreement for that Legal Project, or the Legal Project has a substantial connection with another State or Territory, you have the right to accept a written offer to enter into an agreement with us, or to notify us in writing within the time allowed by law, that you require the laws of that State or Territory to apply to the legal costs in that Legal Project.
- **Costs agreement:** You have the right to negotiate our costs agreements, including our billing methods.
- **Substantial or significant changes to disclosed matters:** Under the LPA, you have the right to be notified of any substantial or significant change to any of the matters that we are required to disclose to you under the LPA.
- **Complaints:** You have the right to make a complaint to, or seek the assistance of, the body responsible for managing complaints regarding the legal profession in the relevant state or territory:
  - in NSW or Victoria, a complaint involving a costs dispute should be made to the Legal Services Commission within 60 days after the legal costs were payable or, if an itemised bill was requested in respect of those costs, within 30 days after the request was complied with;
  - in Queensland, any complaint should be made to the Legal Services Commissioner within 3 years of the conduct the subject of the complaint;
  - in South Australia, a complaint of overcharging can be made to the Legal Profession Conduct Commissioner and must be received within 2 years after our final bill was delivered;
  - in Western Australia, any complaint should be made to the Legal Profession Complaints Committee within 6 years of the conduct the subject of the complaint.

We can provide you with relevant contact particulars on request.

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**12 GST adjustment**

You must pay an additional amount for any taxable supply by us to you equal to the amount of our fees and charges for support services multiplied by the prevailing GST rate. This additional amount will be included in our bill of costs. Any bill of costs will be in a format which constitutes a tax invoice for GST purposes.

To the extent that we incur any external disbursements for which we require you to reimburse us, the amount of the reimbursement will be calculated net of any refund or input tax credit to which we are entitled.

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**13 Trust moneys**

Apart from payment of our fees, any moneys paid to us on your behalf or held by us on your behalf (other than cheques delivered to us for delivery to a third party) will be paid into our trust account. You authorise us to apply trust moneys held on your behalf towards payment of fees and charges for support services and to meet our bill of costs which have been rendered to you and which have not been paid or disputed within 14 days after issue of the bill of costs.

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**14 Third party cheques**

Unless you instruct us in writing to the contrary, any cheques which are delivered to us for the purposes of payment to or delivery to a third party will be paid or forwarded by us direct to the relevant third party and you will be taken to have authorised us to do so.

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**15 Lien**

Without limiting any other legal rights which we ordinarily have as your lawyers, you authorise us to retain by way of lien any funds, property or documents which are from time to time in our possession or control until all fees, charges for support services and interest due to us on any bill of costs or file have been paid. These rights continue until we are paid, notwithstanding that we may have ceased to act for you. Our rights under this lien are in addition to any rights which we may have at common law or otherwise.

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**16 End of the agreement**

You may terminate this agreement at any time. Subject to any obligations we have by law, we may terminate this agreement at any time.

If either of us terminates this agreement then you will be liable and obliged to pay us for all work we have done or necessarily do, and all charges for support services we have incurred or necessarily incur, including work properly done and charges properly incurred after the date of termination.

Our files remain our property and we are not obliged to release them.

Where we have a hard copy file, we will keep it for at least 7 years. If you do not retrieve your papers, documents or files within that period or otherwise contact us to make specific arrangements for the maintenance of those documents, we have your authority to destroy them along with our files.

Where we have an electronic file, we will return all original client documents to you on the completion of the Legal Project unless we are instructed to destroy them.

When work on your Legal Project ends and we have been fully paid, we usually provide you with any original signed documents we have relating to your Legal Project, unless you contact us to make other arrangements.

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**17 Our liability to you**

Nothing in our costs agreements with you extends our liability beyond that which ordinarily applies under law and, to the extent permitted by law, we are not liable for any damage or compensation to the extent that your loss or damage is caused or contributed to by you or others.

We have various electronic means of communicating. These may involve some special risks – for example, the risks of interception, transmission of computer viruses and unauthorised amendment. You accept those risks and you release us from any liability, loss (including consequential and economic loss), damage or expense caused by those risks.

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**18 Official inquiries**

We may be required in the future to participate in an inquiry, commission or proceedings arising out of Legal Projects where we have acted for you. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or giving evidence at an inquiry. We will seek your instructions as these circumstances arise, but you agree to reimburse us for our out-of-pocket expenses and for the time we spend at our hourly rates then current.

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**19 Copyright**

We keep copyright in all documents prepared by us while working on your Legal Project.

If literary and other works are made by us for or under the direction or control of the Commonwealth or a state, all copyright vests in us, despite sections 176 and 177 of the *Copyright Act 1968* (Cth).

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**20 Governing law and jurisdiction**

All aspects of our work done in relation to each costs agreement with you are governed by the laws of the state that has passed the LPA relevant for that costs agreement, as determined in accordance with clause 1 of these terms. We both submit to the non-exclusive jurisdiction of the courts of that state. To the extent of any inconsistency between these terms and a provision of a letter or email forming part of a costs agreement, the provision in the letter or email will prevail.

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**21 Rates effective 1 July 2021**

**21.1 Current hourly rates (inclusive of GST)**

Partners	\$500.00 - \$950.00	per hour
Special Counsel and Consultants	\$420.00 - \$880.00	per hour
Senior Associates	\$350.00 - \$620.00	per hour
Lawyers/Associates	\$220.00 - \$530.00	per hour
Law Graduates, Clerks, Conveyancers and Paralegals	\$165.00 - \$500.00	per hour

Specific current rates of the lawyers who will mainly do the work covered by each costs agreement, will be set out in the letter or email for that Legal Project.

Charges are incurred in units of 6 minutes each. For example, a rate of \$350 per hour accrues in units of \$35 every six minutes or part.

Some specialist taxation, corporate and commercial matters and other significant transactions may be charged at higher hourly rates. These matters will be identified by us and discussed with you when we take instructions or deal with the relevant matters.

We charge for some services provided by secretarial or administrative staff such as standard letters. We do not normally charge for secretarial and administrative tasks such as typing and filing, except in circumstances where client requirements demand significant secretarial or support staff services. We may charge for support staff who are required to work overtime because of the special requirements of the Legal Project.

**21.2 Current rates for support services (inclusive of GST)**

**External services**

Disbursements we incur for external services may include:

- outsourced photocopying;
- courier deliveries (suburban, country, interstate and overseas);
- fees of law firms in other jurisdictions, including our interstate and overseas offices or agents;
- barristers' fees, experts' fees, agents' fees;
- government fees and charges (including court fees and charges);
- travelling and accommodation expenses;
- search fees.

The client described below acknowledges receipt of these Terms of Engagement and the accompanying letter or email and agrees to be bound by the terms of each costs agreement made with you, that will comprise these Terms of Engagement and the provisions of letters and emails that set out the legal services we agree to provide to you for each Legal Project.

**Dated** the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Print client's full name \_\_\_\_\_ ABN (if relevant) \_\_\_\_\_

Signed \_\_\_\_\_

Print Name: \_\_\_\_\_

Print position if company \_\_\_\_\_