

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, on reasonable grounds, believe that we may have a conflict of interest, or if you indicate to us that we have lost your confidence; or for other just cause.

We will give you at least fourteen (14) days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

- E.3 You may terminate this agreement at any time.
- E.4 If the agreement is terminated either by you or us, 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, subject to your right to a costs assessment.
- E.5 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.
- E.6 On termination, we are entitled to retain possession of your papers and documents while there is money owing to us for our charges and expenses, unless and until security is provided for our costs.

F. Retention of your documents

We will, on completion of the legal services, retain our file and any papers to which you are entitled but which you leave in our possession (except documents deposited in safe custody) for three (3) months. The file will then be imaged and all original documentation destroyed and the imaged copy retained by us for at least 7 years. We will include in your account a reasonable charge for the cost of imaging your file. Should there be any original documents you wish us to return to you at the completion of the matter it will be your obligation to promptly notify us prior to the file being imaged.

G. Charge and Caveat over 40 Warrain Crescent, Currarong

You agree to charge your house and land described in folio identifier 54/755903 known as 40 Warrain Crescent, Currarong NSW 2540 ("the property").

The charge is to secure payment of all fees and expenses owing and/or payable to us or for all work we have performed on your behalf in relation to your loan from Perpetual Limited, account number 71389870.