

Louise Goodchild

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 Frederick Jordan Chambers | 53 Martin Place, , SYDNEY 2000, NSW

Costs Disclosure

Issue Date 29/08/2017

Disclosure By	Made To	Disclosure By
Louise Goodchild ABN 68 610 644 188		
(I or me)	(You)	(the client)

In relation to

ABC

Supreme Court Of NSW at

1 General

1.1 For matters in which instructions were received from the client on or prior to 30 June 2015:

1.1.1 This is a statutory statement in accordance with the Legal Profession Act 2004 (NSW) (the Act), disclosing matters about the fees proposed to be charged by me to you. It is not a complete statement of rights and obligations. It should be read in conjunction with advice from a solicitor.

1.1.2 This Costs Disclosure is not a contract or an offer to enter into a contract. It is issued in conjunction with the Costs Agreement dated 29/08/2017, which I require you to accept as a condition of my accepting the brief. Clause 1.1 of the Costs Agreement specifies the ways in which you may accept that contract.

1.1.3 I expect that the information set out in this document and in the Costs Agreement below will suffice to enable you to comply with section 310(1) of the Act, having regard to your knowledge of the matter and your own professional expertise and experience. Let me know if you require further information.

1.2 For matters in which instructions were received from the client on or after 1 July 2015:

1.2.1 This is a statutory statement in accordance with the Legal Profession Uniform Law (the Law), disclosing matters about the fees proposed to be charged by me to you. It is not a complete statement of rights and obligations. It should be read in conjunction with advice from a solicitor.

1.2.2 This Costs Disclosure is not a contract or an offer to enter into a contract. It is issued in conjunction with the Costs Agreement under s 180(1)(c) of the Law dated 29/08/2017, which I require you to accept as a condition of my accepting the brief. Clause 1.1 of the Costs Agreement specifies the ways in which you may accept that contract.

1.2.3 I expect that the information set out in this document and in the Costs Agreement below will suffice to enable you to comply with section 175(1) of the Law, having regard to your knowledge of the matter and your own professional expertise and experience. Let me know if you require further information now, or at any time during the course of the matter.

1.3 I expect that the information set out in this document and in the Costs Agreement below will suffice to enable you to comply with section 310(1) of the Act, having regard to your knowledge of the matter and your own professional expertise and experience. Let me know if you require further information.

Liability limited by a scheme approved under Professional Standards Legislation

2 Fees

2.1 In the event that work in this matter has not concluded within six (6) months from the date of this document, I may vary, in writing, my fees and charges as set forth in clauses 2.2 to 2.6 below. I may also further vary any such variation at any time after six (6) months from the date of the previous variation.

2.2 Until such time as I have provided a written variation in accordance with clause 2.1 above, my fees and charges in this matter will be rendered in accordance with the following:

2.2.1 A daily hearing fee of \$4,000.00 (my daily rate) for every day or part thereof occupied by, listed or set aside for any Court or Tribunal hearing (other than hearings to which clauses 2.2.2 or 2.2.3 apply), mediation, arbitration or reference;

2.2.2 An application hearing fee of (my application fee) for every half day (deemed as that period falling either side of the Court's or Tribunal's lunch adjournment) or part thereof occupied by, listed or set aside for any hearing of any interlocutory application (i.e. injunctions, motions etc, but not hearings to which clauses 2.2.1 or 2.2.3 apply);

2.2.3 A directions hearing fee of (my directions fee) for mentions and directions hearings that do not involve an application of the type referred to in clause 2.2.2 above and for appearing to collect judgment. This fee includes both preparation and appearance, provided that if the time spent in preparation exceeds fifteen (15) minutes and/or the time required in Court exceeds one (1) hour, I will charge for the excess at the hourly rate specified in clause 2.2.4 below; and

2.2.4 An hourly rate of \$400.00 (my hourly rate), rounded up to the nearest quarter hour, for conferences, chamber work (including reading, researching and preparing written advice) and preparation (excluding preparation for hearings charged in accordance with clause 2.3 below).

2.3 I will charge you preparation for any hearing (other than hearings to which clauses 2.2.2 and 2.2.3 apply), mediation, reference or arbitration at my daily rate (in which case the provisions in clause 2.4 will apply in the case of any work done outside of the hours between 9.30 am and 4.30 pm) or at my hourly rate, the choice of which shall be at my sole discretion. Depending upon the complexity of the matter and the volume of materials to be read, a 1-day hearing will usually require 2 days of preparation, a 2-day hearing will require 3-4 days of preparation, and so on. However, the actual amount required for preparation will vary from case to case.

2.4 For the purposes of clauses 2.2.1 and 2.3 above, a "day" means any time spent between 9.30 am and 4.30 pm, regardless of whether I am required to actually appear or prepare for only part, or for the whole, of the day. If a hearing, mediation, reference or arbitration commences before 9.30 am or continues after 4.30 pm, or if I spent time in preparation outside of those hours, then I will charge you my hourly rate for that time before 9.30 am and/or after 4.30 pm.

2.5 If my instructions are withdrawn or the matter is settled, adjourned or otherwise does not proceed:

2.5.1 Less than 14 days before the first day of a hearing, then I may charge you a cancellation fee equal to 50% of my daily rate for the number of days that I have set aside to appear and prepare (apart from those days upon which I have already appeared or prepared, which will be charged at my normal rates);

2.5.2 Less than 14 days before the first day of an application, then I may charge you a cancellation fee equal to 50% of my application fee; and

2.5.3 On the day of a hearing or application, then I will charge you my daily rate or application fee (as the case may be) for that day and any other previous days upon which I have already appeared, together with a cancellation fee equal to 50% of my daily rate for the remaining number of days that I have set aside to appear and prepare. I will also charge you for any preparation that I have already undertaken at my normal rates.

2.6 I will also charge you:

2.6.1 For the cost of any travel, accommodation and any other disbursements; and

2.6.2 Goods and Services Tax in the amount of an additional 10% of my daily rate, my application fee, my directions fee, my hourly rate and any disbursements charged by me in accordance with clauses 2.1 to 2.5 and 2.6.1 above.

3 Estimate

3.1 The amount of time involved in providing services in the nature of barristers' work in any matter depends upon a number of unknown factors. Those factors include, but are not limited to:

3.1.1 The volume and order of the materials to be read and the complexity of the issues;

3.1.2 The conduct of the other parties to the dispute;

3.1.3 The approach taken by judicial officers adjudicating the dispute; and

3.1.4 The nature and extent of instructions given to you by the client and witnesses.

3.2 You have briefed me to act as the client's counsel by advising and appearing in the matter of ABC. I expect that, in light of your existing knowledge of the matter and your experience and expertise as a solicitor, you will be able to provide the client with an estimate of my likely fees for undertaking that work on the basis of my rates as set forth in clause 2 above. However, if for any reason you are unable to do so, you must inform me immediately and I will provide you with an estimate.

3.3 Regardless of whether I supply you with an estimate or you supply the client with your own estimate, my total costs and disbursements may exceed that estimate and I will ultimately charge in accordance with my rates set forth in clause 2 above.

Louise Goodchild

Costs Agreement

Issue Date 29/08/2017

Disclosure By
Louise Goodchild
ABN 68 610 644 188

Made To

Disclosure By

(I or me)

(You)

(the client)

In relation to

ABC

Supreme Court Of NSW at

1 Contracting Parties, Limitation of Liability and Entire Agreement

1.1 For matters in which instructions were received from the client on or prior to 30 June 2015:

1.1.1 This document constitutes an offer to enter into a costs agreement pursuant to section 322(3) of the Legal Profession Act 2004 (NSW) (the Act), which may be accepted by you in writing, by conduct (in continuing to give me instructions in this matter) or orally.

1.1.2 You and I agree that I have no contractual relationship with the client, and this agreement is entered into between you and me, as a “law practice” and another “law practice”, within the meaning of the Act. Accordingly, your obligations to me under this agreement are personal and do not depend upon you being put in funds by the client or any other person.

1.2 For matters in which instructions were received from the client on or after 1 July 2015:

1.2.1 This document constitutes an offer to enter into a costs agreement pursuant to s 180(1)(c) of the Legal Profession Uniform Law (the Law), which may be accepted by you in writing, by conduct (in continuing to give me instructions in this matter) or orally.

1.1.2 You and I agree that I have no contractual relationship with the client, and this agreement is entered into between you and me, as a “law practice” and another “law practice”, within the meaning of the Law. Accordingly, your obligations to me under this agreement are personal and do not depend upon you being put in funds by the client or any other person.

1.3 You have briefed me to act as the client’s counsel by advising and appearing in the matter of ABC. This will comprise barristers’ work in accordance with the New South Wales Barristers’ Rules (for work done up to and including 30 June 2015) and the Legal Profession Uniform Conduct (Barristers) Rules 2015 and the Legal Profession Uniform General Rules 2015 (together, the Uniform Barristers’ Rules) (for work done on and after 1 July 2015) (together, the Barristers’ Rules).

1.4 The Barristers’ Rules form part of this agreement as if they were reproduced in this document, in the form they take from time to time. I will supply a copy of the current Barristers’ Rules upon request. I am subject to the Barristers’ Rules. In the event that the Barristers’ Rules are inconsistent with this agreement, then the Barristers’ Rules prevail over this agreement to the extent of any inconsistency.

1.5 Other than what is contained in the Barristers’ Rules, this document sets out the entirety of the agreement between you and me. All other terms are excluded to the extent permissible by law.

1.6 The offer contained in this document is made upon the basis that:

1.6.1 I retain the full immunity from suit as to certain matters, which, as counsel, I enjoy pursuant to the common law (*D’Orta-Ekenaike v Victoria Legal Aid* (2005) 223 CLR 1); and

1.6.2 My liability is otherwise limited in accordance with the NSW Bar Association’s professional standards scheme approved by the Professional Standards Council pursuant to the Professional Standards Act 1994 (NSW) and its other state/ territory and federal equivalents.

Liability limited by a scheme approved under Professional Standards Legislation

2 Fees

2.1 In the event that work in this matter has not concluded within six (6) months from the date of this document, I may vary, in writing, my fees and charges as set forth in clauses 2.2 to 2.6 below. I may also further vary any such variation at any time after six (6) months from the date of the previous variation.

2.2 Until such time as I have provided a written variation in accordance with clause 2.1 above, my fees and charges in this matter will be rendered in accordance with the following:

2.2.1 A daily hearing fee of \$4,000.00 (my daily rate) for every day or part thereof occupied by, listed or set aside for any Court or Tribunal hearing (other than hearings to which clauses 2.2.2 or 2.2.3 apply), mediation, arbitration or reference;

2.2.2 An application hearing fee of (my application fee) for every half day (deemed as that period falling either side of the Court's or Tribunal's lunch adjournment) or part thereof occupied by, listed or set aside for any hearing of any interlocutory application (i.e. injunctions, motions etc, but not hearings to which clauses 2.2.1 or 2.2.3 apply);

2.2.3 A directions hearing fee of (my directions fee) for mentions and directions hearings that do not involve an application of the type referred to in clause 2.2.2 above and for appearing to collect judgment. This fee includes both preparation and appearance, provided that if the time spent in preparation exceeds fifteen (15) minutes and/or the time required in Court exceeds one (1) hour, I will charge for the excess at the hourly rate specified in clause 2.2.4 below; and

2.2.4 An hourly rate of \$400.00 (my hourly rate), rounded up to the nearest quarter hour, for conferences, chamber work (including reading, researching and preparing written advice) and preparation (excluding preparation for hearings charged in accordance with clause 2.3 below).

2.3 I will charge you preparation for any hearing (other than hearings to which clauses 2.2.2 and 2.2.3 apply), mediation, reference or arbitration at my daily rate (in which case the provisions in clause 2.4 will apply in the case of any work done outside of the hours between 9.30 am and 4.30 pm) or at my hourly rate, the choice of which shall be at my sole discretion. Depending upon the complexity of the matter and the volume of materials to be read, a 1-day hearing will usually require 2 days of preparation, a 2-day hearing will require 3-4 days of preparation, and so on. However, the actual amount required for preparation will vary from case to case.

2.4 For the purposes of clauses 2.2.1 and 2.3 above, a "day" means any time spent between 9.30 am and 4.30 pm, regardless of whether I am required to actually appear or prepare for only part, or for the whole, of the day. If a hearing, mediation, reference or arbitration commences before 9.30 am or continues after 4.30 pm, or if I spent time in preparation outside of those hours, then I will charge you my hourly rate for that time before 9.30 am and/or after 4.30 pm.

2.5 If my instructions are withdrawn or the matter is settled, adjourned or otherwise does not proceed:

2.5.1 Less than 14 days before the first day of a hearing, then I may charge you a cancellation fee equal to 50% of my daily rate for the number of days that I have set aside to appear and prepare (apart from those days upon which I have already appeared or prepared, which will be charged at my normal rates);

2.5.2 Less than 14 days before the first day of an application, then I may charge you a cancellation fee equal to 50% of my application fee; and

2.5.3 On the day of a hearing or application, then I will charge you my daily rate or application fee (as the case may be) for that day and any other previous days upon which I have already appeared, together with a cancellation fee equal to 50% of my daily rate for the remaining number of days that I have set aside to appear and prepare. I will also charge you for any preparation that I have already undertaken at my normal rates.

2.6 I will also charge you:

2.6.1 For the cost of any travel, accommodation and any other disbursements; and

2.6.2 Goods and Services Tax in the amount of an additional 10% of my daily rate, my application fee, my directions fee, my hourly rate and any disbursements charged by me in accordance with clauses 2.1 to 2.5 and 2.6.1 above.

3 Billing, Payment and Interest

Liability limited by a scheme approved under Professional Standards Legislation

3.1 I will issue a tax invoice to you each month for the work done by me in the preceding period. However, I may issue tax invoices more or less frequently, depending on the nature of the work done and the status of the matter. If the matter has finished, I will issue you with a final tax invoice at that time.

3.2 Payment of each tax invoice is due within 30 days of its issue (the due date).

3.3 If any tax invoice is not paid by the due date, then I will charge interest from the date of issue on the amount unpaid, at the maximum rate prescribed from time to time pursuant to section 321 of the Act (for matters in which instructions were received from the client on or prior to 30 June 2015) or section 195(4) of the Law (for matters in which instructions were received from the client on or after 1 July 2015).

4 Solicitors' Warranties

4.1 You warrant that you will take steps to obtain and will hold funds in trust for the payment of my fees at least fourteen (14) days before the commencement of any hearing in an amount equivalent to the amount of my likely fees for the hearing as estimated by you in accordance with my rates set forth in clause 2 above. In the event that you are unable to comply with this requirement without me first providing you with an estimate of my likely fees, you must inform me immediately so that I can provide you with that estimate.

4.2 You may provide me with personal information within the meaning of the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth) or the scope of operation of legislation similar in nature to those Acts. If you do so, you warrant that you have obtained such consent as is necessary for me to use all such information for the purposes of acting for you and as the client's counsel.

4.3 You also warrant that:

4.3.1 You are a "law practice" under the Act or Law (as applicable);

4.3.2 You are now, and will remain, authorised to receive on behalf of the client, any disclosure pursuant to the Act or Law (as applicable) that I am required to make; and

4.3.3 If necessary for any such disclosure to comply with the Act or Law (as applicable), you will convey any such disclosure promptly to your client.

5 Miscellaneous

5.1 This agreement is not a retainer. It governs costs for legal services but not the provision or acquisition of legal services.

5.2 I am required to inform you and/ or the client about alternatives to fully contested adjudication of the matter, which are reasonably available to the client. Detailed consideration should be given to the possibility of mediation, settlement discussions and the early neutral evaluation of the matters by counsel or experts (if applicable)

5.3 I also expect that, prior to briefing me as counsel, you and the client have complied with any applicable pre-litigation requirements imposed by legislation, including the Civil Dispute Resolution Act 2011 (Cth) and/ or any State or Territory equivalents.

5.4 I am not obliged and do not undertake to give any taxation or taxation-related advice (in respect of any state/ territory or Commonwealth law) in relation to the possible settlement of this matter or at any other time during the period in which I hold the brief. I recommend that, should the occasion arise, such advice ought be sought from a suitably-qualified expert.

5.5 I may (unless you object) use cloud-based storage services to store and access electronic versions of documentation prepared for or in connection with this matter.

5.6 The proper law of this agreement is the law of New South Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of New South Wales (which includes, but is not limited to, the costs assessment procedure prescribed by the Act or Law, as applicable).

6 Termination

6.1 If you do not obtain and hold funds in trust in accordance with clause 4.1 above, you must advise me within fourteen (14) days of any hearing date. Upon receipt of that advice, I may terminate this

agreement and return the brief. If I do so, I will be entitled to payment of my costs and disbursements up to the date of termination.

6.2 If I vary my rates in accordance with clause 2.1 above and the new rates are unacceptable to you, then either one or both of us may terminate this agreement, whereupon I will return the brief. If that right is exercised, I will be entitled to payment of my costs and disbursements up to the date of termination.

6.3 If any tax invoice issued by me is not paid by the due date, then I may terminate this agreement and return the brief. If I do so, I will be entitled to payment of my costs and disbursements up to the date of termination, but will not be entitled to charge any cancellation fee in accordance with clause 2.5 above.

6.4 Unexpected events occur in litigation. Whilst I will use my best endeavours to ensure my availability to act in this matter, my commitments in other matters may prevent me from being available. If this becomes likely, then I will inform you promptly. Either one or both of us will then be entitled to terminate this agreement, whereupon I will return the brief. If that occurs, I will be entitled to payment of my costs and disbursements up to the date of termination, but I will not be entitled to charge any cancellation fee in accordance with clause 2.5 above.

6.5 I may also terminate this agreement and return the brief in any of the following circumstances:

6.5.1 Any of the circumstances set out in the Barristers' Rules;

6.5.2 If you or the client provide me with instructions that are false or misleading; or

6.5.3 If I form the view at any time that the matter does not have reasonable prospects of success. If I do so, I will be entitled to payment of my costs and disbursements up to the date of termination.

Louise Goodchild