

Under the *Legal Profession Act* I am required, before undertaking any work on any matter, to write to enter into a fee agreement setting out the basis on which my fees are calculated and rendered. I would normally do this in a formal letter upon accepting a retainer

My fees for advices ultimately depend upon the factual and legal complexity of the matter and these I am no in a position to determine before being offered instructions. If a fee is not indicated after an initial perusal of the brief, then my fees will be calculated at a GST-exclusive hourly rate for the time spent on advices, conferences, attendances, and preparation, including all necessary reading and research, plus travel, meals and accommodation expenses for appearances or conferences out of Chambers. My fees for initial perusal will likewise be calculated at a GST-exclusive hourly rate.

In litigious matters I charge a set amount per day exclusive of GST, in respect of appearances in Court. A day in this context means the usual court hours and includes up to two hours of preparation or conferences before court (i.e. up to eight hours). If time is set aside for a Court appearance which does not proceed, a fee in respect of the time set aside would usually be payable.

GST is usually not payable by non-residents who do not have permanent establishments in Australia.

I will render a Memorandum of Fees after initial perusal and conferences and when nothing more remains to be done by me for the time being or, if the matter is or becomes a continuing matter, at intervals of not less than a month. I would ordinarily expect payment of my Memorandum within thirty (30) days of its having been provided. Fees which are not paid within that time will thereafter attract interest at the rate of 10% per annum.

The rate at which I calculate my fees has been fixed having regard to the complexity and difficulty of matters in which I am ordinarily instructed and (while reserving advocacy immunity) by reference to the level of responsibility associated with the nature and value of the issues and transactions concerned. I charge only for time productively or necessarily (by reason of the demands of courts or my clients) actually spent in a matter and correspondingly endeavour to be as productive and expeditious as possible, although it will be appreciated that my ability to respond promptly to instructions is affected by the exigencies of my practice generally as well as by any delays occasioned by the need to obtain further information.

I am more than happy to discuss actual rates, or an all up fee if this is preferred, once I have some idea of the work involved.

Apart from requiring disclosure of the matters set out above, the *Legal Profession Act* also provides for barristers to enter into "fee agreements" with those by whom they are instructed. What is set out in my letter upon receipt of instructions is intended by me to constitute the "fee agreement" under which the person retaining me will be responsible for fees rendered in accordance with the agreement whether or not they are met by the client. I shall take it that

I have been retained on the basis set out above if told that you so agree or if you continue to instruct me in the matter.

The *Legal Profession Act* also provides in Part 3.2 that in some cases where a barrister is retained directly by a client, disclosure should be made of rights conferred on the client under that Part. As anyone retaining me will be undertaking liability for my fees the most appropriate way of disclosing these matters to you draw attention to the relevant parts of the legislation which are set out below.