

Schedule of Fees in South Australia

(as of 1 January 2025 – Excluding GST)

1	Detailed Party/Party Bill of Costs	Drawing and engrossing at the applicable scale as claimed in the bill OR 9% of professional costs as drawn if this is greater
2	Detailed Solicitor/Client Bill of Costs	10% of professional costs as drawn
3	Detailed Assessment	6% of professional costs as drawn
4	Lump Sum Assessment <ul style="list-style-type: none"> • Standard Rate • TAC Costs Conference (incl: assessment, costs claim, and / or preparation for and attendance at conference) 	4% of professional fees 5% of professional fees (as settled) / conference fee of \$1,500.00
5	Advice, Negotiations, Submissions, Expert Reports for Security for Costs and Gross Sum Applications, Application for Funds in Court and Application to the Appeal Costs Board	<ul style="list-style-type: none"> - Director / Accredited Specialist / Associate Director - \$450.00 per hour - Senior Associate / Senior Costs Consultant - \$420.00 per hour - Lawyer / Costs Consultant - \$400.00 per hour
6	Appearances in Costs Court for Taxation, Court - Ordered Mediation and Case Conference (Half day – 5 hours at the relevant hourly rate) (Full day – 10 hours at relevant hourly rate)	<ul style="list-style-type: none"> - Director / Accredited Specialist / Associate Director - \$2,250.00 per half day - Senior Associate / Senior Costs Consultant - \$2,100.00 per half day - Lawyer / Costs Consultant - \$2,000.00 per half day
7	Appearance at Callover	<ul style="list-style-type: none"> - Director / Accredited Specialist / Associate Director - \$450.00 per hour - Senior Associate / Senior Costs Consultant - \$420.00 per hour - Lawyer / Costs Consultant - \$400.00 per hour
8	Issuing Summons for Taxation	\$420.00
9	Notice of Objection and perusal of associated Bill of Costs, preparation for Taxation & all other services	<ul style="list-style-type: none"> - Director / Accredited Specialist / Associate Director - \$450.00 per hour - Senior Associate / Senior Costs Consultant - \$420.00 per hour - Lawyer / Costs Consultant - \$400.00 per hour

We charge per hour and part thereof is rounded up.

TERMS OF TRADE

(as of 1 January 2025)

- A. Written instructions (emails or letters) will be required for us to commence work and our Schedule of Fees / Terms of Trade will be provided upon receipt of instructions.
- B. Our terms of payment are 30 days from the date of invoice unless otherwise confirmed in writing by both parties.
- C. Payment of our fee is not conditional upon the recovery of your costs or the payment of money to you by your client.
- D. We reserve the right to charge interest on all accounts outstanding over 30 days, and any costs associated with the recovery of overdue accounts. Interest will be charged on overdue accounts at the RBA cash target rate plus 2%.
- E. We accept instructions to amend or add to a completed bill of costs but reserve the right to render a further memorandum of fees where applicable.
- F. Our percentage fee is based upon professional costs exclusive of disbursements. In drawing a bill of costs, we will only include a claim for costs where we believe there is a reasonable basis for recovery.
- G. Our fee for the preparation of an assessment of costs provides for the calculation of an assessment of professional costs only. We reserve the right to charge an additional fee if work is required in relation to disbursements.
- H. If we have previously provided an assessment and a bill of costs is subsequently required to be prepared, we will charge the drawing and engrossing fee as claimed in the bill of costs.
- I. If we prepare bills in taxable form for both party/party and solicitor/client costs together, and the solicitor/client bill is on an alternative scale to the party/party bill, our fee for preparing the solicitor/client bill will be 6% of professional costs as claimed plus engrossing at scale rate.
- J. Our minimum fee is \$400.00 plus GST.
- K. We may require you to hold funds in trust to cover the entirety of our fees in any matter before we commence work on a matter. In our discretion, we insist on written confirmation of this. We may alternatively require funds being held in a solicitor's trust account of our nomination.
- L. If we have commenced work upon your instructions and you choose to terminate our services, you will be liable for our fees up to the date of termination. If your client chooses to transfer their matter from your firm to another law firm, you will still remain liable for our fees up to the date your client has transferred their file.
- M. Any variation to these terms must be confirmed in writing by Blackstone and the onus remains with the client to produce the varied terms in case of a dispute. The law of South Australia is to be applied in case of a dispute.