

## Schedule of Fees in South Australia

as at 1 March 2024 – Excluding GST

[1]	<b>Detailed Party Party Bill of Costs</b>	Drawing and engrossing as claimed in the bill <b>or</b> 9% of professional costs as drawn if this is greater
	<b>Detailed Solicitor Client Bill of Costs</b>	10% of professional costs as drawn
[2]	<b>Detailed Assessment</b>	6% of professional costs as drawn
[3]	<b>Lump Sum Assessment</b>	4% of professional fees
	Standard Rate	5% of professional fees (as settled)
	TAC Costs Conference (incl: assessment, costs claim, & /or preparation for and attendance at conference)	conference fee of \$1,500.00
[4]	<b>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</b>	Lawyer/Cost Consultant - \$350.00 per hour Accredited Specialist - \$380.00 per hour
[5]	<b>Appearances in Court for Taxation, Court - Ordered Mediation and Case Conference</b>	\$2,000.00 per half day (first 3 hours) or part thereof – not to exceed \$4,000.00 per day
[6]	<b>Appearance at Callover / Directions Hearing</b>	Lawyer/Cost Consultant - \$350.00 Accredited Specialist - \$380.00
[7]	<b>Issuing Summons for Taxation</b>	\$350.00
[8]	<b>Preparation of Notice of Objection and perusal of associated Bill of Costs, Preparation for Taxation &amp; All Other Services</b>	Applicable Scale Rate

*We charge per hour and part thereof is rounded up*

## TERMS OF TRADE

(as at 1 March 2024)

- 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 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. Should the total of your professional costs be reduced by 15% or more on taxation, at which we prepared the bill of costs and appeared, we will be happy to review our fee for preparing the detailed bill. This does not apply to items included solely on your instructions nor to items disallowed through the solicitor's failure to keep adequate records.
- H. Our fee for the preparation of an assessment of costs provides for the calculation of an assessment of profit costs only. We reserve the right to charge an additional fee if work is required in relation to disbursements.
- I. 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.
- J. 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.
- K. Our minimum fee is \$350.00 plus GST (Accredited Specialist - \$380.00 plus GST).
- L. 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.
- M. 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.

- N. 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.