

**Andrew Sinclair**  
***Barrister - at - Law***

Inns of Court, Sunshine Coast  
Level 2, Ocean Central  
2 Ocean Street, Maroochydore

Phone 5479 2940  
Fax 5302 6301  
Mobile 0437 340036

PO Box 662  
Maroochydore Qld 4558

ABN: 54142057025

[Andrew.Sinclair@innsofcourtsc.com.au](mailto:Andrew.Sinclair@innsofcourtsc.com.au)

## **COSTS AGREEMENT**

### **General**

1. This information in this Costs Agreement is applicable when I am retained by instructing solicitors unless:
  - a. there is specific, written costs agreement for the matter;
  - b. the brief is marked with a fee or a fee is otherwise indicated in writing at the time of delivery of the brief; or
  - c. the brief is given in accordance with an applicable scale and this fact is indicated in writing at the time of delivery of the brief.
2. Where a brief is marked or subject to a scale I will accept that fee in place of the fees herein but otherwise on these terms where the brief is not returned within a reasonable time.
3. I reserve the rights to refuse or return brief in accordance with the Rules of the Bar Association.
4. Any brief must be accompanied by a clear statement of the work that I am retained to perform.

### **Briefs not accepted**

5. I do not accept direct access briefs.
6. I do not accept briefs in speculative matters.
7. I do not accept briefs on the basis of deferred payment or a split fee.
8. I do not usually accept briefs from any professional other than a solicitor or a person engaged as a Government Legal Officer (or other employee acting on behalf of a Government entity).
9. All briefs are accepted on the understanding that all necessary funds are held in trust before delivery of the brief. I do not accept briefs where the funds are not held in trust unless there is an undertaking from the solicitor to pay my tax invoice in accordance with this costs disclosure regardless of if or when the solicitor is put in funds by the client or other entity responsible for their account.

### ***Legal Profession Act 2007***

10. Section 309(2) of the Act requires me to disclose to your firm, information to enable you to disclose to the client under s 308(1)(c) an estimate of the total legal costs if reasonably practicable or, if that is not reasonably practicable, a range of estimates of the total legal costs and an explanation of the major variables that will affect the calculation of those costs.
11. Unless I have seen the brief I will not be in a better position than the instructing solicitor to make an estimate based on my Schedule of Fees. I will provide or confirm an estimate as soon practicable after the material is available on which to base it.
12. Generally I will charge in accordance with the fees noted Schedule of Fees

### **Billing**

13. Section 309(2) of the Act requires me to disclose to you information to enable you to disclose to the client under s 308(1)(d) details of the intervals, if any, at which the client will be billed. I will bill on the completion of each item of work required by the brief where it is separately listed in the Schedule of Fees. In the case of larger or ongoing matters involving substantial preparation or work performed over a longer period, I will bill at monthly or quarterly intervals for the work done in that period where no Schedule of Fees item has been completed within the period.
14. Please note that payment by your firm is required within 30 days of the issue to you of each memorandum of fees.
15. My memorandum of fees will be issued to you in the form of a tax invoice.
16. While I may issue reminders, statements or accounts, any failure to do so is not a waiver of the terms of this costs agreement.

### **Interest**

17. Subject to certain qualifications, s. 321(1)(b) provides that I may charge interest if the costs are "unpaid 30 days or more after" I render an account. If payment is not made by the due date, interest will be charged on the amount outstanding on and from the due date at the rate of 10% per annum, calculated daily, or such lower rate as may be prescribed pursuant to section 321(3) of the Act.

### **Immunity**

18. My immunity under common law from suit relating to work done in court, or work done out of court affecting the conduct of this matter in court, will apply to this retainer.
19. This letter is an offer by me to your firm to enter into a costs agreement relating to my retainer in this matter. You may accept this offer expressly, either orally or

(preferably) in writing or by your conduct in giving me further instructions in relation to this matter without first notifying me that your firm does not accept these terms.

### **How fees payable are calculated under this Costs Disclosure.**

#### **Work in Chambers**

20. For any item on which I am briefed which does not involve an appearance I will charge a fee at my hourly rate for reading, research and drafting or settling material. There is a minimum charge of 2 hours.
21. I reserve the right to use a junior barrister to undertake research of drafting of work on my behalf without otherwise informing instructing solicitors providing that:
  - a. I remain entirely responsible for all work prepared,
  - b. I will be solely responsible for payment of the junior and
  - c. I will ensure the savings derived from using a junior whose rates are less than mine are reflected in lower fees charged for the work than if I performed it alone.

#### **Conferences**

22. For any conference required with the client, instructing solicitor or witnesses, I will charge a fee at my hourly rate. There is a minimum charge of one hour for each conference regardless of duration, location or method (face-to-face, phone, videolink).
23. Out of chambers, travel and accommodation expenses may also apply.

#### **Appearance Work**

24. I will charge at my base hourly rate for all formal appearances and simple mentions.
25. A preparation fee based is payable to reflect reading and research. This is not payable to the extent I have previously been briefed in the same matter with substantially the same material and already charged for preparation.
26. An appearance fee for each day set aside for any appearance required in a court or tribunal or at a mediation or arbitration, I will charge at my daily appearance rate.
27. This fee is payable once I am asked to appear on a given date regardless of the actual duration of the appearance. Where I receive more than two weeks notice that the appearance is no longer required I will discount the fee by 50%. If the matter is adjourned and the appearance for which I am retained is required later, the fee is payable for both the day of the adjournment (less any early notice discount) and the new day for appearance.

28. Out of chambers, travel and accommodation expenses may also apply.

### **Complex Work**

29. An uplift of 33% applies to any work which requires the work under the retainer which meets any of the following criteria:

- a. Requires an appearance in less than 48 hours
- b. Involves an appearance on an appeal where there is more than one person presiding
- c. Involves a quantum of more than \$2 million.
- d. Is unusually complex or difficult.
- e. Involves an appearance on more than 5 consecutive days.
- f. Involves a brief which takes more than 2000 pages.

### **Out of Chambers Fees**

30. For work requiring more than 2 hours travel from Maroochydore or an overnight stay in order to effectively present the case:

- a. Accommodation at an appropriate business travel venue.
- b. My hourly rate while getting to and from the appearance unless the travel takes place on the date of the appearance.

31. For work requiring air travel

- a. The business class airfare.
- b. Taxi fares to and from both airports.
- c. Accommodation at an appropriate business travel venue.

### **Junior Fees**

32. Where I am briefed as a junior, I will charge the higher of the fees under this disclosure and two thirds of the Senior Counsel's fees.

33. Where I am briefed with a junior, I expect that they will be paid the higher of two thirds of my fees under this disclosure or their usual fee.

*Andrew Sinclair*

**Andrew Sinclair  
Chambers**

## Definitions

**complex opinion** – any opinion or advice which is more than 10 pages in length but less than 25 pages.

**detailed opinion** – any opinion or advice which is not a simple or complex opinion.

**non-pleading** – any letter, affidavit, statement or other document which is not a *pleading*.

**pleading** – any originating process, pleading, particulars, request, r.444/445 letter or other document which is to be filed in court other than an affidavit.

**simple pleading** – any *pleading* which are less than 3 pages in length.

**simple opinion** – any opinion or advice which is less than 10 pages in length.

| Item | Description   | Rate (including GST)  |
|------|---|---|
| A    | Drawing a simple pleading   | \$1540.00   |
| B    | Drawing any other pleading  | \$2310.00   |
| C    | Settling a simple pleading  | \$1155.00   |
| D    | Settling any other pleading   | \$1925.00   |
| E    | Settling any non-pleading (per page)                                  | \$125.00  |
| F    | Simple opinion  | \$1540.00   |
| G    | Detailed opinion  | \$2695.00   |
| H    | Complex opinion   | \$4620.00   |
| I    | Appearances (per day or part thereof for any jurisdiction or quantum) | * \$3850.00   |
| J    | Preparation Fee *   | Additional 50% of appearance fee for each 250 pages in the brief including the first 250. |
| K    | Base Hourly Rate  | \$385 per hour  |