

# **PRACTITIONER REMUNERATION ORDER**

Legal Profession Uniform Law Application Act 2014  
Including  
Amendments commencing

1<sup>st</sup> January 2021

# Legal Profession Uniform Law Application Act 2014

## PRACTITIONER REMUNERATION ORDER

(includes GST)

We, the LEGAL COSTS COMMITTEE, being the persons authorised pursuant to the **Legal Profession Uniform Law Application Act 2014** do hereby in pursuance and exercise of the powers thereby conferred upon us order and direct in the manner following:

1. This Order may be cited as the Practitioner Remuneration Order and shall come into operation on 1 January 2021.

2. This Order applies -

(a) in the case of business to which the Second, Third and Fourth Schedule applies - to all business for which instructions are received on or after the day on which this Order comes into operation; and

(b) in the case of any other business to which this Order applies - to all business transacted on or after the day on which this Order comes into operation.

3. (1) The Practitioner Remuneration Order commenced 1 January 2020 is hereby revoked.

(2) Notwithstanding the revocation of the Practitioner Remuneration Order commenced 1 January 2020, the provisions of that Order shall continue to apply to and in relation to business, other than business referred to in Clause 2, in all respects as if that Order had not been revoked.

4. (1) In this Order and in the Schedules, unless inconsistent with the context or subject-matter -

**"Folio"** means 100 words or figures or words and figures.

**"In print"** means in print on a form readily available for sale to the public.

**"Document"** has the same meaning as under Section 3(1) of the Evidence Act 1958.

**"Typewriting"** means the production and presentation of words figures and symbols on pages or otherwise by means of hand writing typewriting or the use of word processing equipment or any other form of mechanical or electronic production other than photocopying.

(2) A reference in this Order and the Schedules to the consideration is a reference -

(a) where the consideration relates to a matter or transaction and is not wholly monetary, to the sum of the monetary consideration and the value of the real or personal property included in the consideration that is not monetary;

(b) where the consideration relates to a matter or transaction comprising land and personal property, to the sum of the consideration for the land and the personal property;

(c) where the consideration or part of the consideration for a matter or transaction is marriage or any other consideration which is not monetary, or where there is no

consideration for a matter or transaction, to the value of the subject matter of the transaction;

(d) where the consideration relates to a mortgage, bill of sale or stock mortgage by which a specified or ascertainable sum is secured, to the sum of the amount secured and the amount of any other specified or ascertainable sum agreed to be advanced and secured; and

(e) where the consideration relates to the sale of an equity of redemption -

(i) where the purchaser is the mortgagee and the purchaser employs the legal practitioner who prepared the mortgage - to the sale price; and

(ii) in any other case, to the sum of the consideration and the amount of any principal sum owing under the mortgage at the time of sale.

(3) Where the consideration relates to a matter or transaction comprising land under the provisions of the **Transfer of Land Act 1958** and other land, the remuneration of the legal practitioner shall be apportioned according to the respective values of the properties in question and remuneration may be charged in respect of each document necessarily prepared.

**5.** (1) The remuneration of legal practitioners in respect of business connected with sales, purchases, leases, mortgages, wills, settlements, formation and registration of companies, deeds of arrangement and other matters of conveyancing, including negotiating for or procuring an agreement for a loan, and in respect of other business not being business in any action or transacted in any court or in the chambers of any Judge or in the offices of the Master of the Supreme Court Prothonotary or other officer of any court and not being otherwise litigious business, shall, subject to this Order -

(a) where the Second, Third or Fourth Schedule applies, be in accordance with that Schedule; and

(b) in any other case, be in accordance with the First Schedule.

(2) Where the business undertaken is the whole of the work for which some charge or charges is or are prescribed by the Second or Third Schedules but is not substantially completed but this occurs at the request of or with the concurrence of the client or the client chooses to make use of any of the work done, the charges which may be made shall be a rateable part of the relevant charges prescribed by those Schedules proportionate to the extent of the work done or the work so made use of, as the case may be.

(3) Where the business undertaken is a portion of the work for which some charge or charges is or are prescribed by the Second or Third Schedules -

(a) if it is completed or substantially completed, the charge which may be made shall be a rateable part of the relevant charges prescribed by those Schedules proportionate to the extent of the work so undertaken; and

(b) if it is not completed or substantially completed, and this occurs at the request of or with the concurrence of the client, or if the client chooses to make use of any of the work done, the charges which may be made shall be a rateable part of the relevant charges prescribed by those Schedules proportionate to the extent of the work done or the work so made use of.

(4) In all cases where matters or transactions for which charges are prescribed by the Second or Third Schedules -

(a) involve work which in normal circumstances is not usual and necessary to complete such matter or transaction on behalf of a client, or require the consent of any

Government, public authority or third party in respect of business transacted and performed, a further charge in respect thereof may be made in accordance with the First Schedule; or

(b) are of unusual difficulty or complexity, or involve skill or responsibility which in normal circumstances is not usual and necessary to complete the matter or transaction on behalf of a client, a further charge in respect thereof may be made which is fair and reasonable having regard to all the circumstances of the case.

6. The charges in the First Schedule relate to ordinary cases, but in extraordinary cases the Costs Court may increase or diminish such charges if, for any special reason, it thinks fit.

7. In addition to the remuneration prescribed by clause 5, there may be charged -

(a) disbursements for duties or fees payable at public offices or fees payable to municipalities or public authorities, surveyors, valuers, auctioneers or counsel, or for travelling and accommodation expenses, duty stamps, postage stamps, courier or delivery charges, electronic systems of communication and other disbursements reasonably and properly incurred and paid;

(b) in accordance with the First Schedule -

(i) payments necessarily made for correspondence between legal practitioners where one legal practitioner is employed as agent; and

(ii) charges by an agent against his or her principal or such lesser amount as is reasonable having regard to the charge that the principal legal practitioner may be entitled to make to his or her client; and

(c) charges at the rate of \$17.30 to \$25.50 per quarter hour in respect of business necessarily transacted at the request of the client outside the normal business hours of the legal practitioner;

(d) expenses reasonably incurred in microfilming of files and the storage and retrieval of files so microfilmed.

8. (1) In all cases to which the remuneration prescribed by the Second or Third Schedules applies a legal practitioner may, within fourteen days from the time of undertaking any business, by notice in writing to his or her client and when any third party is obliged by contract or otherwise to pay that client's costs, by notice in writing to such third party elect to charge under the First Schedule.

(2) Upon such election, the client may terminate the retainer and the First Schedule shall apply in respect of services rendered prior to the termination of the retainer.

(3) (a) A third party obliged to pay a legal practitioner's client's costs may pay either the amount charged under the First Schedule or the amount which, but for the legal practitioner's election, would have been payable under the Second or Third Schedule, whichever is less, in full satisfaction of his obligation.

(b) The client shall pay the difference between the amount charged by the legal practitioner and the amount payable by the third party.

9. Where a matter or transaction to which the Second Schedule applies comprises land the title to which is a right to occupy the land as a residence area pursuant to Division 11 of Part I of the **Land Act 1958** or a licence pursuant to Section 138(1)(g) of the **Land Act 1958**, the appropriate charge shall be the charge specified in that Schedule for a similar transaction comprising land under the provisions of the **Transfer of Land Act 1958**.

10. (1) Where a legal practitioner -

(a) is authorised by the First Schedule to make any charge in connection with the sale, purchase, transfer or conveyance of land and is also authorised by the Second Schedule to make any charge in respect of the same land and the transaction is completed at the same time for the same client; or

(b) is authorised by the Second Schedule to make charges in respect of two or more matters or transactions relating to the same land completed at the same time for the same client -

then each charge under Part A or Part C of the Second Schedule shall be reduced by one-third or to a sum equal to the highest of those charges (before a reduction) together with the sum of \$168.00 for each additional charge, whichever is the greater.

(2) Where, in connection with any transaction to which the Second Schedule or Part A, C or D of the Third Schedule applies, a legal practitioner acts -

- (a) for both mortgagee and mortgagor; or
- (b) for both lessor and lessee; or
- (c) for both creditor and debtor -

the legal practitioner may not, in respect of the transaction, charge more than he or she would have been entitled to charge if he or she were acting only for the mortgagee, lessor or creditor as the case may be.

**11.** In respect of loans not exceeding \$110,000 where a legal practitioner acts for a society registered under the provisions of the **Co-operative Housing Societies Act 1958** his or her charge under Part A or Part C of the Second Schedule shall be reduced to 75 per cent of the charge otherwise appropriate.

**12.** The Second and Third Schedules shall not apply to matters or transactions concerning any premises subject to a licence as defined in the **Liquor Control Act 1987** and, accordingly, the First Schedule shall apply to those matters or transactions.

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## FIRST SCHEDULE

### INSTRUCTIONS

1. A charge may be made by way of instructions in addition to the items hereinafter contained in this Schedule having regard to all the circumstances of the case including the following:

- (a) The complexity of the matter and the difficulty and novelty of the questions raised or any of them;
- (b) The importance of the matter to the client;
- (c) The skill, specialised knowledge and responsibility involved;
- (d) The number and importance of the documents prepared or perused, without regard to length;
- (e) The place where and the circumstances in which the business or any part thereof is transacted;
- (f) The labour involved and the time spent on the business;
- (g) The amount or value of any money or property involved; and
- (h) The nature of the title to any land involved.

#### Notes:

(1) A charge shall not be made pursuant to this item in respect of the sale, purchase or transfer of land where the consideration does not exceed \$60,000.

(2) The charge pursuant to this item in respect of the sale, purchase or transfer of land where the consideration exceeds \$60,000 shall not exceed 0.3 per centum of the consideration.

### DRAWING

2. Any document including memoranda of instructions to counsel not in an action or a proceeding in court -

- (a) not in print, per folio - \$22.50 to \$36.70
- (b) partly in print, for so much as remains in print, per folio - \$10.90
- (c) partly in print, for so much as is not in print, per folio - \$22.50 to \$36.70

Note: There are approximately 3 folios in each A4 page.

## TYPEWRITING

3. (1) Per folio - \$13.90
- (2) For each carbon copy, photocopy or other machine made copy, per page - \$2.90.

## FACSIMILES

4. Transmitting or receiving written material by means of the legal practitioner's own facsimile machine as follows:

Transmitting:

First page - \$14.70

Each subsequent page - \$5.00

Receiving:

First page - \$14.70

Each subsequent page - \$2.90

## EMAIL

5. Receiving written material by means of electronic transmission (email) as follows:  
First page including copy of first page - \$14.70.  
Copy of second and subsequent pages, per page, - \$2.90.

## PERUSING

6. When it is necessary to peruse any document or part of a document (including correspondence), whether in print or not, per folio - \$13.90.
7. When it is not necessary to peruse a document or correspondence but scanning of the document or correspondence is warranted, e.g. to determine the relevance or otherwise of the document or correspondence, per folio - \$7.30.

## LETTERS

Including sending by electronic transmission (email)

8. Formal acknowledgment or the like, e.g. letter enclosing documents, requesting a reply, etc. - \$36.70
9. Circular letters - i.e. letters which except for the particulars of address are identical, for each letter after the first - \$18.10
10. Other letters - \$53.60 or such charge as is fair and reasonable having regard to items 1, 2 and 3 of this Schedule.

## ATTENDANCES

11. To file, lodge or deliver any documents or other papers, to obtain an appointment or to obtain stamping of a document, to insert an advertisement, or other attendance of a similar nature capable of performance by a junior clerk - \$67.00.
12. Making an appointment by telephone or similar telephone attendance capable of performance by a junior clerk - \$29.10.
13. On counsel with case for opinion or other papers or to appoint consultation or conference - \$101.60
14. On consultation or conference with counsel - \$250.90.  
After the first hour, per half-hour or part thereof - \$125.10 to \$194.90.
15. Searching title and other searches, per half-hour or part thereof - \$83.20.
16. On settlement of a conveyancing or commercial matter - \$80.10 to \$125.70  
After the first half-hour, per half-hour or part thereof - \$125.70 to \$194.90
17. Attendance by telephone or otherwise requiring the personal attendance of a legal practitioner or his or her managing or senior clerk and involving the exercise of skill or legal knowledge; per quarter-hour or part thereof - \$56.30 to \$104.10
18. All other attendances; per quarter-hour or part thereof - \$56.30.

## JOURNEYS

19. For time spent occupied in necessary travel to and from or necessarily spent in any place whether in or outside Australia more than sixteen kilometres removed from any place of business or residence of the legal practitioner the charge to be made, in addition and having regard to any appropriate charges made under Part A hereof, shall be -  
per hour or part thereof - \$125.70.  
but not exceeding for any one day - \$1,759.80



## SECOND SCHEDULE

### PART A - MORTGAGE OF FREEHOLD OR LEASEHOLD LAND

1. Charges of *legal practitioner for mortgagee* in connection with mortgage of freehold or leasehold land comprising instructions, investigation of title, necessary searches, obtaining necessary certificates, preparation and perusal of documents, enquiries as to outgoings, preparation of requisitions on title, preparation of accounts, all necessary attendances and correspondence, arranging and effecting final settlement of transaction, stamping and registration of mortgage shall be -

(a) in the case of land under the provisions of the Transfer of Land Act 1958, the charges prescribed by Column 1 of Table A; and

(b) in the case of any other land, the charges prescribed by Column 1 of Table B.

2. Charges of *legal practitioner for mortgagor* in connection with mortgage of freehold or leasehold land comprising instructions, preparation and perusal of documents, answers to requisitions on title, checking accounts, all necessary attendances and correspondence and arranging and effecting settlement of transaction, shall be-

(a) in the case of land under the provisions of the Transfer of Land Act 1958, the charges prescribed by Column 2 of Table A; and

(b) in the case of any other land, the charges prescribed by Column 2 of Table B.

3. The First Schedule shall apply to a *transfer of mortgage* but so that the charges shall not exceed-

(a) in the case of land under the provisions of the Transfer of Land Act 1958, the charges prescribed by Column 1 of Table A; and

(b) in the case of any other land, the charges prescribed by Column 1 of Table B.

**Table A - Transfer of Land Act 1958**

*Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor*

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col. 2</i>
	\$ Not exceeding	\$	\$
19	20 000	400	277
20	22 000	431	295
21	24 000	454	313
22	26 000	487	333
23	28 000	517	351
24	30 000	539	370
25	32 000	571	389

26	34 000	592	407
27	36 000	626	426
28	38 000	649	447
29	40 000	676	467
30	42 000	703	487
31	44 000	732	505
32	46 000	759	526
33	48 000	789	545
34	50 000	815	565
35	52 000	831	574
36	54 000	847	584
37	56 000	862	599
38	58 000	880	608
39	60 000	899	622
40	62 000	917	631
41	64 000	932	638
42	66 000	948	654
43	68 000	965	664
44	70 000	979	672
45	72 000	998	684
46	74 000	1015	694
47	76 000	1027	711
48	78 000	1047	721
49	80 000	1064	732
50	82 000	1082	744
51	84 000	1096	755
52	86 000	1112	765
53	88 000	1129	776
54	90 000	1144	785
55	92 000	1166	7981
56	94 000	1177	810
57	96 000	1191	822
58	98 000	1210	833

59	100000	1230	845
60	110000	1285	880
61	120000	1340	919
62	130000	1396	960
63	140000	1450	998
64	150000	1504	1031
65	160000	1561	1071
66	170000	1614	1110
67	180000	1671	1144
68	190000	1726	1184
69	200000	1779	1222
70	250000	1916	1316
71	300000	2054	1412
72	350000	2195	1508
73	400000	2329	1599
74	450000	2468	1692
75	500000	2604	1788
76	Over 500 000 add per 100 000	140	98

**Table B - General Law**

*Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor*

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col. 2</i>
	\$ Not exceeding	\$	\$
77	20 000	581	351
78	22 000	611	376
79	24 000	638	397
80	26 000	669	425
81	28 000	700	450
82	30 000	728	472
83	32 000	759	496
84	34 000	789	518
85	36 000	819	545
86	38 000	847	571

87	40 000	876	590
88	42 000	904	616
89	44 000	934	638
90	46 000	965	664
91	48 000	989	689
92	50 000	1023	715
93	52 000	1038	728
94	54 000	1058	744
95	56 000	1079	758
96	58 000	1092	774
97	60 000	1112	785
98	62 000	1129	804
99	64 000	1144	815
100	66 000	1167	830
101	68 000	1182	844
102	70 000	1197	857
103	72 000	1212	875
104	74 000	1232	885
105	76 000	1248	903
106	78 000	1267	917
107	80 000	1286	932
108	82 000	1304	943
109	84 000	1325	962
110	86 000	1340	974
111	88 000	1355	988
112	90 000	1370	1006
113	92 000	1393	1020
114	94 000	1411	1031
115	96 000	1427	1047
116	98 000	1445	1063
117	100000	1460	1063
118	110000	1522	1121
119	120000	1579	1173

120	130000	1637	1222
121	140000	1692	1267
122	150000	1756	1316
123	160000	1815	1365
124	170000	1874	1412
125	180000	1931	1459
126	190000	1989	1508
127	200000	2051	1553
128	250000	2195	1677
129	300000	2337	1801
130	350000	2484	1919
131	400000	2635	2040
132	450000	2780	2156
133	500000	2924	2275
134	Over 500 000 add per 100 000	150	120

## **PART B - DEED OF VARIATION OR EXTENSION OF MORTGAGE**

1. Charges of *legal practitioner for mortgagee only* in connection with deed of agreement for variation of terms of mortgage of freehold or leasehold land including extension of date of payment, alteration of rate of interest or reduction or increase of loan comprising instructions, necessary searches, preparation and perusal of documents, investigation of title, obtaining necessary certificates, necessary inquiries as to other interests in the land, preparation of any necessary accounts, stamping and registration and all necessary attendances and correspondence in connection therewith shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 1.

2. Charges of *legal practitioner for mortgagor* in connection with deed of agreement for variation of terms of mortgage of freehold or leasehold land including extension of date of payment, alteration of rate of interest or reduction or increase of loan comprising instructions, necessary searches, preparation and perusal of documents and all necessary attendances and correspondence in connection therewith shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 2.

3. Where the *consent of a prior or subsequent mortgagee* is required in order to vary or extend the mortgage, the legal practitioner may in addition charge the following sum for each such consent - \$216.30

## Transfer of Land Act 1958

Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor

Ref No.	Amount of loan (if unvaried or (if varied) the amount of the loan as varied	Col. 1	Col. 2
	\$ Not exceeding	\$	\$
135	20 000	138	68
136	35 000	187	94
137	50 000	225	111
138	Over 50 000 add per 25 000	26	11
139	*****		

## General Law Land

Where the land secured by a mortgage is land which is not under the provisions of the Transfer of Land Act 1958, the following additional charge may be made - \$75.40

### PART C - DISCHARGE OF MORTGAGE OR DISCHARGE OF PART OF THE MORTGAGED LAND OR DISCHARGE OF MORTGAGE AS TO PART OF THE DEBT SECURED

1. Charges of *legal practitioner for mortgagee* (where no part of the debt secured is received by the legal practitioner) in connection with discharge of mortgage or discharge of part of the mortgaged freehold or leasehold land or discharge of mortgage as to part of the debt secured comprising instructions, preparation and perusal of documents (including memorandum of discharge of mortgage) and all necessary attendances and correspondence, delivery of discharge of mortgage to the mortgagor, his or her legal practitioner or agent shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the sum of \$267.60

2. Charges of *legal practitioner for mortgagee* (where the debt secured or part thereof is received by the legal practitioner) in connection with discharge of mortgage or discharge of part of the mortgaged freehold or leasehold land or discharge of mortgage as to part of the debt secured comprising instructions, preparation and delivery of the discharge of mortgage, receipt of amount to be discharged, perusal of documents and all necessary attendances and correspondence and effecting final settlement with mortgagor, his or her legal practitioner or agent shall be in the case

of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 1.

3. Charges of *legal practitioner for mortgagor* in connection with discharge of mortgage or discharge of part of the mortgaged freehold or leasehold land or discharge of mortgage as to part of the debt secured comprising instructions, perusal of memorandum of discharge of mortgage, registration at Land Registry, attention to insurance policies and all necessary attendances and correspondence, and effecting final settlement with mortgagee, his or her legal practitioner or agent, shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 2.

### Transfer of Land Act 1958

*Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor*

Ref No.	Amount of Principal Debt Discharged	Col. 1	Col.2
	\$ Not exceeding	\$	\$
140	100 000	187	162
141	200 000	282	249
142	300 000	375	313
143	Over 300 000 add per 100 000	32	26

### General Law Land

Where the land secured by a mortgage is land which is not under the provisions of the *Transfer of Land Act 1958*, the following additional charge may be made - \$75.40

### THIRD SCHEDULE

#### **PART A - LEASE OF LAND WHETHER OR NOT UNDER THE TRANSFER OF LAND ACT 1958 BUT NOT INCLUDING LEASES EXCEEDING 21 YEARS, LEASES NOT CAPABLE OF BEING REDUCED TO AN ANNUAL RENTAL OR PERIODIC LEASES DETERMINABLE BY NOTICE**

1. Charges of *legal practitioner for lessor* in connection with lease of land comprising instructions for and drawing lease, settling draft with lessee, his or her legal practitioner or agent, perusal of documents and all necessary attendances and correspondence to effect completion of transaction -

(a) with material alteration (in duplicate) after amendment - shall be the charges prescribed by Column 1A; and

(b) without material alteration - shall be the charges prescribed by Column 1B.

2. Charges of *legal practitioner for lessee* in connection with lease of land comprising instructions, settling draft lease with lessor, his or her legal practitioner or agent, preparation and perusal of documents and all necessary attendances and correspondence to effect completion of transaction on behalf of lessee-

(a) where lease is executed after material alteration (by lessor) after amendment - shall be the charges prescribed by Column 2C; and

(b) where lease is executed without material alteration (by the lessor) after amendment - shall be the charges prescribed by Column 2D.

3. If the document used (irrespective of the number of folios) is *in print*, the charge of a legal practitioner shall be two-thirds of the charges prescribed by Columns 1B or 2D.

4. If the document used (irrespective of the number of folios) is in a form prepared by a legal practitioner for a lessor for use in connection with *five or more leases* of premises forming part of the same building or development - the charge of a legal practitioner for the lessor for each such lease shall be two-thirds of the charges prescribed by Column 1B.

5. The charges of a legal practitioner upon the *renewal of a lease* pursuant to an option for renewal contained in an existing lease shall be two-thirds of the charge prescribed by Columns 1B or 2D.

6. Charges of legal practitioner in connection with a *disclosure statement* made pursuant to section 17 of the Retail Leases Act 2003 including instructions, preparation of the disclosure statement, preparation of the notice of objection, perusal of all documents and all attendances and correspondence are not included in Columns 1A and 1B and the legal practitioner may charge additional remuneration in respect thereof in accordance with the First Schedule.

Ref. No.	Total Rental for period of lease including premium (if any)	Legal practitioner for Lessor	Legal practitioner for Lessee		
		Col 1A	Col 1B	Col. 2C	Col.2D
	\$ Not exceeding	\$	\$	\$	\$
144	15 000	324	277	277	183
145	20 000	431	325	325	214
146	22 000	465	349	349	233
147	24 000	505	378	378	252
148	26 000	539	406	406	270
149	28 000	580	432	432	288



150	30 000	616	462	462	306
151	32 000	649	490	490	327
152	34 000	689	518	518	343
153	36 000	724	546	546	362
154	38 000	765	574	574	383
155	40 000	799	599	599	397
156	42 000	834	630	630	415
157	44 000	875	654	654	435
158	46 000	909	683	683	453
159	48 000	948	711	711	472
160	50 000	981	737	737	493
161	52 000	1008	756	756	505
162	54 000	1027	770	770	517
163	56 000	1051	785	785	526
164	58 000	1073	805	805	534
165	60 000	1096	822	822	547
166	62 000	1119	839	839	559
167	64 000	1139	854	854	571
168	66 000	1166	869	869	581
169	68 000	1184	886	886	590
170	70 000	1206	903	903	601
171	72 000	1231	919	919	616
172	74 000	1251	935	935	626
173	76 000	1273	949	949	637
174	78 000	1293	971	971	647
175	80 000	1316	986	986	657
176	82 000	1340	1006	1006	669
177	84 000	1359	1020	1020	680
178	86 000	1380	1036	1036	692
179	88 000	1406	1054	1054	702
180	90 000	1427	1070	1070	712
181	92 000	1451	1087	1087	724

182	94 000	1472	1100	1100	734
183	96 000	1494	1119	1119	749
184	98 000	1515	1135	1135	757
185	100 000	1534	1149	1149	767
186	110 000	1610	1206	1206	805
187	120 000	1684	1263	1263	841
188	130 000	1758	1319	1319	880
189	140 000	1829	1374	1374	918
190	150 000	1906	1431	1431	954
191	160 000	1980	1487	1487	987
192	170 000	2054	1539	1539	1024
193	180 000	2124	1597	1597	1064
194	190 000	2199	1653	1653	1099
195	200 000	2274	1665	1665	1111
196	250 000	2458	1806	1806	1201
197	Over 250 000 add per 200 000	183	136	136	93

## **PART B - STOCK MORTGAGE AND LIEN ON WOOL OR LIEN ON CROP**

1. Charges of *legal practitioner for both creditor and debtor* in connection with stock mortgage, lien on wool or lien on crop comprising instructions, preparation and perusal of documents, searches, attention to adjustment account (if any) and all necessary attendances and correspondence to complete transaction on behalf of creditor and debtor shall be the charges prescribed by Column 1.

2. Charges of *legal practitioner for creditor only* in connection with stock mortgage, lien on wool or lien on crop comprising instructions, preparation and perusal of documents, searches, attention to adjustment account (if any) and all necessary attendances and correspondence to complete transaction on behalf of creditor shall be the charges prescribed by Column 2.

3. Charges of *legal practitioner for debtor only* in connection with stock mortgage, lien on wool or lien on crop comprising instructions, preparation and perusal of documents, attention to adjustment account (if any), searches and all necessary attendances, and correspondence to complete transaction on behalf of debtor shall be the charges prescribed by Column 3.

4. The charges prescribed in Column 1 shall only apply where Rule 11 of Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015 does not prohibit the legal practitioner from acting for both creditor and debtor.

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col 1</i>	<i>Col 2</i>	<i>Col 3</i>
201	10 000	229	182	150
202	12 000	252	202	162
203	14 000	279	222	176
204	16 000	305	240	193
205	18 000	327	259	211
206	20 000	351	277	228
207	22 000	376	295	242
208	24 000	397	313	259
209	26 000	425	333	270
210	28 000	450	351	288
211	30 000	472	370	305
212	32 000	496	390	322
213	34 000	518	408	333
214	36 000	546	426	349
215	38 000	571	447	366
216	40 000	590	465	383
217	42 000	616	487	396
218	44 000	639	505	409
219	46 000	662	526	426
220	48 000	689	546	445
221	50 000	715	565	454
222	52 000	728	574	465
223	54 000	744	584	474
224	56 000	757	599	487
225	58 000	774	608	496
226	60 000	785	620	505
227	62 000	803	631	517
228	64 000	815	639	526
229	66 000	830	654	534
230	68 000	844	662	546
231	70 000	857	672	553
232	72 000	875	685	565

233	74 000	886	695	574
234	76 000	903	711	580

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col 1</i>	<i>Col 2</i>	<i>Col 3</i>
	\$ Not exceeding	\$	\$	\$
235	78 000	918	721	589
236	80 000	932	732	599
237	82 000	942	744	608
238	84 000	962	756	617
239	86 000	974	765	630
240	88 000	987	776	637
241	90 000	1006	785	646
242	92 000	1020	796	654
243	94 000	1030	810	662
244	96 000	1047	822	672
245	98 000	1063	834	683
246	100 000	1080	844	692
247	Over 100 000 - such additional charge as is reasonable having regard to the responsibility involved in and the complexity of the transaction			

## **PART C - RENEWAL OF BILL OF SALE**

- Charges of *legal practitioner for creditor* in connection with the renewal of a bill of sale comprising instructions, preparation and perusal of documents and all necessary attendances and correspondence shall be the charges prescribed by Column 1.
- Charges of *legal practitioner for debtor* in connection with renewal of bill of sale comprising instructions, perusals and all necessary attendances and correspondence shall be the charges prescribed by Column 2.

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col.2</i>
	\$ Not exceeding	\$	\$
248	10 000	99	56
249	14 000	107	57

250	18 000	114	64
251	22 000	125	72
252	26 000	137	78
253	30 000	147	82
254	34 000	156	88
255	38 000	165	91
256	42 000	173	98
257	46 000	182	102
258	50 000	194	109
259	Exceeding 50 000	194	109

#### **PART D - SATISFACTION OR DISCHARGE OF BILL OF SALE OR STOCK MORTGAGE**

1. Charges of *legal practitioner for creditor* in connection with satisfaction or discharge of a bill of sale or stock mortgage comprising preparation and perusal of documents (including memorandum of satisfaction or discharge) and all necessary attendances and correspondence and effecting final settlement with debtor, his or her legal practitioner or agent shall be the charges prescribed by Column 1.

2. Charges of *legal practitioner for debtor* in connection with satisfaction or discharge of a bill of sale or stock mortgage comprising instructions, perusal of memorandum of satisfaction or discharge, registration and all necessary attendances and correspondence and effecting final settlement with creditor, his or her legal practitioner or agent shall be the charges prescribed by Column 2.

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col.2</i>
	\$ Not exceeding	\$	\$
260	10 000	95	56
261	14 000	102	57
262	18 000	110	64
263	22 000	120	72
264	26 000	130	78
265	30 000	140	82
266	Exceeding 30 000	140	82

## **PART E - APPLICATION BY LEGAL PERSONAL REPRESENTATIVE UNDER THE TRANSFER OF LAND ACT 1958**

267. Charges of legal practitioner in connection with an application by a trustee, executor or administrator to be registered as proprietor of real estate or mortgage, including instructions, checking title identity, preparation of application, necessary attendances and correspondence and registration - \$339.50

268. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$32.20

## **PART F - APPLICATION BY SURVIVING PROPRIETOR**

269. Charges of legal practitioner in connection with an application by a survivor of joint proprietors to be registered as proprietor of real estate or mortgage, including instructions, checking title identity, preparation of application and declaration, necessary attendances and correspondence and registration - \$376.60

270. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$32.20

## **PART G - PRODUCTION FEE**

271. For production of Crown grants, certificates of title, title deeds, or other documents in the possession of the legal practitioner of the person entitled to the custody thereof at such legal practitioner's office or at the Land Registry, Office of the Registrar-General or elsewhere, including, where necessary, endorsement of an order to register-

for not more than two Crown grants, certificates of title, chains of title deeds, or other documents - \$214.10

for each additional Crown grant, certificate of title, chain of title deeds, or other document beyond the second - \$32.20

## **FOURTH SCHEDULE**

### **PART A - NEGOTIATING FOR OR PROCURING AN AGREEMENT FOR A LOAN WHEN THE MONEY IS IN FACT LENT AND THE LEGAL PRACTITIONER IS NEITHER THE LENDER NOR ONE OF THE LENDERS**

272. In respect of money lent upon the security of real or leasehold estate or personal property – 1.09 per centum upon the amount lent.

Note:

If a legal practitioner negotiates for or procures an agreement for the renewal of a loan he or she shall not in respect thereof be entitled to charge remuneration in accordance with this item and his or her charge shall be 0.55 per centum upon the amount of the renewed loan.

273. (1) If a legal practitioner negotiates for or procures an agreement for a loan for his or her client being the borrower or mortgagor through the agency of any person (other than a legal practitioner) to whom a procuracy fee is payable then he or she shall only be entitled to remuneration in accordance with the First Schedule in respect of negotiating for or procuring such agreement.

(2) If a legal practitioner negotiates for or procures an agreement for a loan for his or her client being the borrower or mortgagor through the agency of another legal practitioner then the remuneration provided by item 272 shall be divided between the legal practitioners, two-thirds being payable to the legal practitioner for the mortgagee and one-third to the legal practitioner for the mortgagor.

274. The remuneration prescribed under item 272 or 273 shall not include disbursements reasonably incurred in travelling from any place of business and home respectively of such legal practitioner and disbursements otherwise reasonably incurred in the inspection of the property mortgaged or charged and in procuring the agreement for the loan which disbursements may be charged in addition to the remuneration so prescribed.

**PART B - FOR NEGOTIATING FOR OR PROCURING AN AGREEMENT FOR A LOAN WHEN THE MONEY IS IN FACT LENT AND THE LEGAL PRACTITIONER OR THE LEGAL PRACTITIONER'S NOMINEE COMPANY IS EITHER THE LENDER OR ONE OF THE LENDERS**

275. When the legal practitioner, or a nominee company of which the legal practitioner or a partner of the legal practitioner is a director, is either the lender or one of the lenders no remuneration shall be charged for negotiating or procuring the loan, except in the following cases:

(a) when the legal practitioner arranges and obtains the loan from a person for whom he or she acts and subsequently by arrangement with his or her client lends the money and executes or signs the security in his or her own name or the name of a nominee company of which he or she or his or her partner is a director, he or she or such nominee company being in fact trustee or agent for the person aforesaid; or

(b) when the legal practitioner contributes portion of the money in fact lent, and arranges and obtains the remaining portion from another person not being his or her partner as a legal practitioner, not being a co-trustee with him or her in relation to the money lent.

276. In either of the foregoing cases a charge for negotiating or procuring an agreement for a loan may be made at the rate prescribed in Part A in respect of the amount so obtained from such other person.

Note:

If a legal practitioner negotiates for or procures an agreement for the renewal of a loan from such other person he or she shall not in respect thereof be entitled to charge remuneration in accordance with item 272 and his or her charge shall be 0.55 per centum upon the amount of the renewed loan.

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