

TALITHA FISHBURN

Black Chambers
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[Address]

By email

[date]

[Matter]

Disclosure Letter and Costs Agreement

Dear [Name],

Thank you for your instructions in this matter on behalf of [Client].

I require a costs agreement under the *Legal Profession Uniform Law* (NSW) s 180(1)(c). My proposed Costs Agreement is enclosed. It will become effective when you sign and return a copy or otherwise accept its terms by conduct, such as instructing me in relation to this matter.

Let me know if you require further information.

Yours sincerely



Talitha Fishburn

Costs Agreement

Between: Talitha Fishburn ('the Barrister')
And: [Law Firm] ('the Solicitors')
Re: [Client/matter]
Date: [Date]

The Solicitors propose to retain the Barrister on behalf of a client of the Solicitors.

This is a costs agreement between the Barrister and the Solicitors under the *Legal Profession Uniform Law* (NSW) ('UL'), s 180(1)(c).

1. This agreement applies to legal services provided by the Barrister under retainer from the Solicitors in connection with or arising out of the above-mentioned matter.
2. The Solicitors shall pay the Barrister as follows (to which applicable goods and services tax is added):
 - a) **[\$*] per hour** for time with items rounded up or down to the nearest quarter hour; and
 - b) **[\$*]** for directions hearings; and
 - c) **[\$*]** for work up to a day (including interlocutory hearings),
 - d) **[\$*]** for a hearing of up to half a day including interlocutory hearings.
3. Interest is charged from date of invoice until payment at the rate referred to in UL section 195(4), but interest is waived if fees are fully paid within 30 days of invoice.
4. The Barrister shall send invoices from time to time at the Barrister's discretion or upon request of the Solicitors. Each invoice is payable within 30 days.
5. This agreement is between you and me. The Solicitors' obligations to the Barrister are personal and do not depend on funds being put in place by any person including the client. Regardless of whether or not the client pays the Solicitors' invoices, the Solicitor is still required to pay the Barrister, in full.
6. The Solicitors warrant that they are authorised to receive on behalf of the client any disclosure required of the Barrister under the UL and shall pass on any such disclosure to the client.
7. The Barrister may from time to time by notice require the Solicitors to hold amounts in trust and charged as security for payment of amounts that may become due to the Barrister under this agreement or to provide such other security as the Barrister and Solicitors may have agreed for that purpose. If the Solicitors do not so hold any such amount or provide such security by the time nominated in the notice (or within a reasonable time if no time is so nominated) they shall not by that fact alone be in breach of this agreement, but they shall immediately notify the Barrister of that fact, in which event the Barrister shall be entitled to suspend work or return the brief.
8. The Barrister may review rates of charge and other terms after six months from the date of this agreement. If the Barrister and Solicitors cannot then agree, the Barrister may return the brief.
9. This costs agreement is not in itself a retainer. It governs costs for legal services but not the provision or acquisition of legal services. Advocate's immunity, where applicable, is preserved.
10. The Solicitors' agreement hereto is signified by signing below or by instructing or continuing to instruct the Barrister after receiving this document.



Talitha Fishburn