

# Bruce W. Thiele

Barrister-at-Law / Arbitrator / Mediator

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## COSTS DISCLOSURE NOTICE

Pursuant to *Legal Profession Act (Qld) 2007*

*And the 2011 Barristers' Rule*

1. You have the right to receive a bill from me in relation to the Legal Services.
2. You have, under section 332 of the Act, the right to request an itemised bill in relation to the Legal Services, after you have received a lump sum bill in relation to those services.
3. You also have the right, under section 315 of the Act, to be notified I am being instructed to act as the arbitrator of the dispute referred to the Arbitration Agreement that accompanies this Costs Disclosure Notice.
4. I must comply with the terms of the *Legal Profession Act 2007* (Qld) (**the Act**), because acting as a arbitrator falls within the definition of "legal services" in the Act.
5. The Act requires me:
  - (a) to inform you of matters required by the Act; and
  - (b) to enter into any costs agreement with you in writing.
6. In accordance with section 308 of the *Legal Profession Act 2007* (Qld) (**the Act**), I provide the following disclosure in relation to costs associated with my legal services to you.
7. You should read this Costs Disclosure Notice together with the Arbitration Agreement that accompanies in which I have offered to enter into a costs agreement with you to act as a arbitrator in relation to the Dispute (**Costs Agreement Letter**).

### **Section 308(1) (a) of the Act - The Basis Upon Which my Fees will be Calculated**

8. As stated in the Costs Agreement Letter, I am requested to provide the following legal services (**the Legal Services**):

- a. undertake preparation in order to arbitrate the Dispute; and
- b. arbitrate the Dispute in the manner and at the time, date and venue nominated in the Arbitration Agreement.

9. The fees for the Legal Services will be calculated on the following basis (until further notice):

Either

- a. To read all agreed material provided pursuant to the Arbitration Agreement (not exceeding 500 pages) and to deliver a written Award with Reasons (including where the arbitration is conducted “on-the-papers”) at the rate of **\$5,500** inclusive of GST (**the Basic Composite Fee**); and
- b. To attend upon and arbitrate at any hearing either for the purposes of receiving oral evidence or submissions at the rate of **\$5,500 per day** inclusive of GST (**the Daily Fee**)

And

- c. at the rate of **\$550** per hour inclusive of GST for any nominated additional reading time, and for any additional time for conducting the arbitration as provided for at paragraph 2 of Schedule B to the Arbitration Agreement (interim hearings, directions hearings); and
- d. at the rate of **\$220** per hour inclusive of GST for any additional travelling time to attend the arbitration as provided for at paragraph 15(c) of the Arbitration Agreement.

10. Where I am instructed to set aside a date in my diary for the arbitration I will charge a cancellation fee regardless of whether the matter proceeds on that day or not. However, I will not charge the Fees if I am instructed by 5:00 pm, fourteen (14) clear business days prior to the date for arbitration that I will not be required.

11. No scale of costs applies to the fees for the Legal Services.

12. I will also charge for any direct expenses incurred by me in relation to providing the Legal Services, such as travel expenses (airflight) and room hire fees where the venue is other than those venues specified in Schedule A of the Arbitration Agreement.

### **Section 308(1)(b) of the Act - Your rights in relation to costs agreement and bills**

13. You have the right to negotiate a costs agreement with me.

14. The terms upon which I offer to provide the Legal Services are stated or referred to in the Costs Agreement Letter.

15. of any substantial change to the matters disclosed under section 308 of the Act in this Costs Disclosure.

### **Section 308(1)(c) of the Act - Estimate of my total legal costs**

16. My estimate of the total legal costs that will be payable to me in relation to providing the Legal Services is **between \$5,000** (plus GST) for an “on-the-papers” arbitration **or \$10,000** (plus GST) for an arbitration with a one (1) day hearing.
17. The major variables that will affect the calculation of the total legal costs that will be payable to me in relation to providing the Legal Services are:
- the time involved in my reading any material in excess of 500 pages of any documentary material, in order to prepare to undertake the arbitration;
  - any unexpected travel time or unexpected direct expenses involved in my attending at the arbitration; and
  - any time involved beyond the Nominated Period in my undertaking the arbitration, (excluding any pre-arbitration conferences).

**Section 308(1)(d) of the Act – Details of the intervals at which you will be billed**

18. If I accept any appointment to act as a arbitrator in relation to the Dispute, I will issue to you a bill in relation to the costs of providing the Legal Services.
19. I will not issue any interim bills, but I may issue one or more additional bills in relation to providing the Legal Services if any additional fees become payable to me in accordance with any costs agreement that I enter into with you.

**Sections 308(1)(e) and 308(2) of the Act - Interest on unpaid fees**

20. I may charge interest on overdue payments in relation to the Legal Services.
21. The rate of interest that I may charge on overdue payment of costs in relation to the Legal Services is *[insert; note section 308(2) and section 308(3) of the Act]*.
22. You will note however it is a term of my Arbitration Agreement that my expected fee is retained in a solicitor’s trust account prior to the commencement of the arbitration.

**Sections 308(1)(f) and 308(4) of the Act - Estimate of costs that may be recoverable or may be ordered to be paid by you**

23. As the Legal Services relate only to my acting as a arbitrator in relation to the Dispute, I am not able to provide any considered estimate of the range of costs that may be recovered by you, or the range of costs that you may be ordered to pay, if the Dispute proceeds or continues to be litigated.
24. I can only inform you that:
- you may recover some, or all, or none of the legal costs that you incur or have incurred in relation to the Dispute;
  - you may be ordered to pay some, or all, or none of the legal costs that other parties to the Dispute incur, or have incurred;
  - a party’s legal costs in relation to the Dispute may include costs incurred by a party in relation to arbitration of the Dispute;
  - an order by a court for the payment of costs in your favour may not necessarily cover the whole of your legal costs; and

- e. likewise, an order by a court for the payment of costs in favour of any other party to the Dispute may not necessarily cover the whole of the legal costs incurred by that party.

### **Section 308(1)(g) of the Act – Your right to progress reports**

- 25. Under section 317 of the Act, you have the right, on reasonable request, to:
  - a. a written report of the progress of the matter in which I have been retained;
  - b. a written report of the legal costs you have incurred to date, or since the last bill (if any), during the matter in which I have been retained.
- 26. I may charge you a reasonable amount for a report on the progress of the matter, but I may not charge you for a report of the legal costs that you have incurred to date, or since the last bill (if any) was issued to you.

### **Section 308(1)(h) of the Act - The person you may contact to discuss my legal costs**

- 27. You may contact me if you wish to discuss my legal costs in relation to the Dispute.

### **Section 308(1)(i) of the Act – Avenues open to you under the Act in the event of dispute in relation to my legal costs**

- 28. The following avenues are open to you under the Act in the event of a dispute in relation to the legal costs fees for the Legal Services (or any other legal services that I may provide):
  - a. You may seek a costs assessment under Division 7 of the Act in relation to the whole or any part of the legal costs;
  - b. You may apply under section 328 of the Act to set aside any costs agreement entered into by you with me in relation to the Legal Services (or any other legal services that I may provide).

### **Section 308(1)(j) of the Act - Time Limits that may apply to you taking any action in the event of dispute in relation to my legal costs**

- 29. If you decide to seek a costs assessment in relation to the Legal Services (or any other legal services that I may provide) under Division 7 of the Act, you must make application within 12 months after:
  - a. the bill relating to the legal costs that you seek to be assessed was given to you, or a request for payment was made to you; or
  - b. the costs were paid by you, if a bill was not given to you, or a request for payment was not made to you.

However, an application made out of time for a costs assessment may still be dealt with by a costs assessor or a court if, under the *Uniform Civil Procedure Rules*, the costs assessor or the court decides to deal with the application after the considering the reasons for delay.

- 30. If you apply under section 328 of the Act to set aside any costs agreement entered into by you with me in relation to the Legal Services (or any other legal services that I may provide), you may do so within 6 years of entering into the costs agreement, or within such further time as the law may permit.

**Sections 308(1)(k) and 308(1)(l) of the Act - The law that applies and your right to elect a corresponding law**

31. The laws of Queensland apply to legal costs in relation to this matter.
32. You have the right to enter into a costs agreement with me on the basis that a corresponding provisions of a statute in another State or Territory of Australia that corresponds to the Act (“corresponding law”) will apply to my legal costs in relation to the Dispute.
33. You also have the right to notify me in writing, within the time allowed under that corresponding law, that you require the corresponding provisions of the corresponding law to apply to my legal costs in relation to the Dispute.

**Costs Agreement (Section 322(3) and 322(4) of the Act)**

34. The Act provides that this offer can be accepted in writing or by other conduct. If you wish to accept it in writing, please sign the duplicate copy of this letter and return it to me.
35. If that is not done, the offer may still be accepted by other conduct. The type of conduct that will constitute acceptance is:<sup>1</sup>
  - a. giving instructions, orally or in writing, to perform act as a arbitrator in this matter, which instructions are not withdrawn after receipt of this letter;
  - b. failing to inform me, at least three (3) business days prior to the date agreed to by the parties, that my services are no longer required;
  - c. such other conduct from which it might be reasonably inferred I have your consent to perform any or all of the legal services to which this offer relates.

Yours faithfully

Bruce W. Thiele LLB  
Barrister-at-Law  
Nationally Accredited Mediator  
Family Dispute Resolution Practitioner  
Member of the Australian Institute of Family Law Arbitrators and Mediators

**Notice: Liability limited by a scheme approved under Professional Standards Legislation.**

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