

LAW INSTITUTE OF VICTORIA LIMITED

**PRACTITIONER
REMUNERATION
ORDER**

Legal Profession Uniform Law Application Act 2014
Including
Amendments commencing

1st January 2023

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 2023.

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 2022 is hereby revoked.

(2) Notwithstanding the revocation of the Practitioner Remuneration Order commenced 1 January 2022, 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to and in relation to business, other than business referred to in Clause 2, in all respects as if that Order had not been revoked.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 2008*.

"**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 \$18.60 to \$27.40 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 \$180.70 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 Reform Act 1998** and, accordingly, the First Schedule shall apply to those matters or transactions.

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 - \$24.20 to \$39.50.
- (b) partly in print, for so much as remains in print, per folio - \$11.70.
- (c) partly in print, for so much as is not in print, per folio - \$24.20 to \$39.50.

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

TYPEWRITING

- 3. (1) Per folio - \$15.00.
- (2) For each carbon copy, photocopy or other machine made copy, per page - \$3.10.

FACSIMILES

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

Transmitting:

First page - \$15.80.

Each subsequent page - \$5.40.

Receiving:

First page - \$15.80.

Each subsequent page - \$3.10.

EMAIL

5. Receiving written material by means of electronic transmission (email) as follows:

First page including copy of first page - \$15.80.

Copy of second and subsequent pages, per page, - \$3.10.

PERUSING

6. When it is necessary to peruse any document or part of a document (including correspondence), whether in print or not, per folio - \$15.00.

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 - \$7.90.

LETTERS

Including sending by electronic transmission (email)

8. Formal acknowledgment or the like, e.g. letter enclosing documents, requesting a reply, etc. - \$39.50.

9. Circular letters - i.e. letters which except for the particulars of address are identical, for each letter after the first - \$19.50.

10. Other letters - \$57.70 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 - \$72.10.

12. Making an appointment by telephone or similar telephone attendance capable of performance by a junior clerk - \$31.30.

13. On counsel with case for opinion or other papers or to appoint consultation or conference - \$109.30.

14. On consultation or conference with counsel - \$270.00.

After the first hour, per half-hour or part thereof - \$134.60 to \$209.70.

15. Searching title and other searches, per half-hour or part thereof - \$89.50.
16. On settlement of a conveyancing or commercial matter - \$86.20 to \$135.30.
After the first half-hour, per half-hour or part thereof - \$135.30 to \$209.70.
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 - \$60.60 to \$112.00.
18. All other attendances; per quarter-hour or part thereof - \$60.60.

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 - \$135.30.

but not exceeding for any one day - \$1,893.30.

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	430.00	298.00
20	22 000	463.00	318.00
21	24 000	488.00	336.00
22	26 000	524.00	358.00
23	28 000	556.00	378.00
24	30 000	579.00	398.00

25	32 000	614.00	418.00
26	34 000	637.00	438.00
27	36 000	674.00	458.00
28	38 000	699.00	481.00
29	40 000	728.00	503.00
30	42 000	757.00	524.00
31	44 000	787.00	543.00
32	46 000	817.00	566.00
33	48 000	849.00	586.00
34	50 000	877.00	608.00
35	52 000	894.00	618.00
36	54 000	911.00	629.00
37	56 000	928.00	644.00
38	58 000	946.00	654.00
39	60 000	967.00	669.00
40	62 000	987.00	679.00
41	64 000	1,003.00	687.00
42	66 000	1,020.00	703.00
43	68 000	1,038.00	714.00
44	70 000	1,054.00	723.00
45	72 000	1,073.00	736.00
46	74 000	1,092.00	747.00
47	76 000	1,105.00	764.00
48	78 000	1,126.00	775.00
49	80 000	1,145.00	787.00
50	82 000	1,164.00	801.00
51	84 000	1,180.00	813.00
52	86 000	1,196.00	823.00
53	88 000	1,215.00	835.00
54	90 000	1,231.00	844.00
55	92 000	1,254.00	859.00
56	94 000	1,266.00	872.00
57	96 000	1,281.00	884.00

58	98 000	1,302.00	897.00
59	100000	1,324.00	909.00
60	110000	1,382.00	946.00
61	120000	1,441.00	989.00
62	130000	1,502.00	1,033.00
63	140000	1,560.00	1,073.00
64	150000	1,618.00	1,109.00
65	160000	1,679.00	1,151.00
66	170000	1,736.00	1,194.00
67	180000	1,797.00	1,231.00
68	190000	1,856.00	1,274.00
69	200000	1,914.00	1,314.00
70	250000	2,061.00	1,416.00
71	300000	2,210.00	1,519.00
72	350000	2,361.00	1,622.00
73	400000	2,506.00	1,721.00
74	450000	2,655.00	1,820.00
75	500000	2,802.00	1,923.00
	Over 500 000 add per		
76	100 000	151.00	105.00

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	625.00	378.00
78	22 000	657.00	404.00
79	24 000	687.00	427.00
80	26 000	720.00	457.00
81	28 000	754.00	484.00
82	30 000	783.00	508.00
83	32 000	817.00	533.00
84	34 000	849.00	557.00

85	36 000	882.00	586.00
86	38 000	911.00	614.00
87	40 000	943.00	635.00
88	42 000	973.00	663.00
89	44 000	1,004.00	687.00
90	46 000	1,038.00	714.00
91	48 000	1,065.00	741.00
92	50 000	1,101.00	769.00
93	52 000	1,117.00	783.00
94	54 000	1,138.00	801.00
95	56 000	1,161.00	816.00
96	58 000	1,175.00	832.00
97	60 000	1,196.00	844.00
98	62 000	1,215.00	865.00
99	64 000	1,231.00	877.00
100	66 000	1,255.00	893.00
101	68 000	1,272.00	908.00
102	70 000	1,288.00	922.00
103	72 000	1,304.00	942.00
104	74 000	1,325.00	952.00
105	76 000	1,343.00	971.00
106	78 000	1,364.00	987.00
107	80 000	1,383.00	1,003.00
108	82 000	1,403.00	1,014.00
109	84 000	1,426.00	1,035.00
110	86 000	1,441.00	1,048.00
111	88 000	1,458.00	1,063.00
112	90 000	1,474.00	1,082.00
113	92 000	1,498.00	1,097.00
114	94 000	1,518.00	1,109.00
115	96 000	1,535.00	1,126.00
116	98 000	1,554.00	1,143.00
117	100000	1,571.00	1,161.00

118	110000	1,637.00	1,206.00
119	120000	1,699.00	1,262.00
120	130000	1,761.00	1,314.00
121	140000	1,820.00	1,364.00
122	150000	1,889.00	1,416.00
123	160000	1,953.00	1,469.00
124	170000	2,016.00	1,519.00
125	180000	2,078.00	1,569.00
126	190000	2,140.00	1,622.00
127	200000	2,207.00	1,671.00
128	250000	2,361.00	1,804.00
129	300000	2,515.00	1,937.00
130	350000	2,672.00	2,064.00
131	400000	2,834.00	2,195.00
132	450000	2,991.00	2,320.00
133	500000	3,145.00	2,448.00
134	Over 500 000 add per 100 000	161.00	129.00

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 - \$232.70.

Transfer of Land Act 1958

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

<i>Ref No.</i>	<i>Amount of loan (if unvaried or (if varied) the amount of the loan as varied</i>	<i>Col. 1</i>	<i>Col.2</i>
	\$ Not exceeding	\$	\$
135	20 000	149.00	73.00
136	35 000	202.00	101.00
137	50 000	242.00	119.00
138	Over 50 000 add per 25 000	28.00	12.00
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 - \$81.20.

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 \$287.90.

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

<i>Ref No.</i>	<i>Amount of Principal Debt Discharged</i>	<i>Col. 1</i>	<i>Col.2</i>
	\$ Not exceeding	\$	\$
140	100 000	202.00	174.00
141	200 000	303.00	268.00
142	300 000	403.00	336.00
143	Over 300 000 add per 100 000	34.00	28.00

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 - \$81.20.

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	348.00	298.00	298.00	197.00
145	20 000	463.00	349.00	349.00	230.00
146	22 000	501.00	376.00	376.00	251.00
147	24 000	543.00	406.00	406.00	272.00
148	26 000	579.00	437.00	437.00	290.00
149	28 000	624.00	464.00	464.00	310.00
150	30 000	663.00	497.00	497.00	330.00
151	32 000	699.00	527.00	527.00	352.00
152	34 000	741.00	557.00	557.00	369.00
153	36 000	779.00	587.00	587.00	390.00
154	38 000	823.00	618.00	618.00	412.00
155	40 000	860.00	644.00	644.00	427.00
156	42 000	897.00	678.00	678.00	447.00
157	44 000	942.00	703.00	703.00	468.00
158	46 000	978.00	735.00	735.00	487.00
159	48 000	1,020.00	764.00	764.00	508.00
160	50 000	1,056.00	793.00	793.00	530.00
161	52 000	1,084.00	814.00	814.00	543.00
162	54 000	1,105.00	828.00	828.00	556.00
163	56 000	1,130.00	844.00	844.00	566.00
164	58 000	1,154.00	866.00	866.00	575.00
165	60 000	1,180.00	884.00	884.00	588.00
166	62 000	1,204.00	902.00	902.00	601.00
167	64 000	1,226.00	919.00	919.00	614.00

168	66 000	1,254.00	935.00	935.00	625.00
169	68 000	1,274.00	953.00	953.00	635.00
170	70 000	1,298.00	971.00	971.00	646.00
171	72 000	1,324.00	989.00	989.00	663.00
172	74 000	1,346.00	1,005.00	1,005.00	674.00
173	76 000	1,369.00	1,021.00	1,021.00	686.00
174	78 000	1,391.00	1,045.00	1,045.00	697.00
175	80 000	1,416.00	1,061.00	1,061.00	706.00
176	82 000	1,441.00	1,082.00	1,082.00	720.00
177	84 000	1,462.00	1,097.00	1,097.00	732.00
178	86 000	1,485.00	1,115.00	1,115.00	745.00
179	88 000	1,512.00	1,134.00	1,134.00	756.00
180	90 000	1,535.00	1,151.00	1,151.00	766.00
181	92 000	1,561.00	1,170.00	1,170.00	779.00
182	94 000	1,584.00	1,184.00	1,184.00	790.00
183	96 000	1,608.00	1,204.00	1,204.00	806.00
184	98 000	1,630.00	1,221.00	1,221.00	815.00
185	100 000	1,650.00	1,237.00	1,237.00	825.00
186	110 000	1,733.00	1,298.00	1,298.00	866.00
187	120 000	1,811.00	1,359.00	1,359.00	905.00
188	130 000	1,891.00	1,419.00	1,419.00	946.00
189	140 000	1,968.00	1,479.00	1,479.00	988.00
190	150 000	2,050.00	1,540.00	1,540.00	1,026.00
191	160 000	2,130.00	1,600.00	1,600.00	1,062.00
192	170 000	2,210.00	1,656.00	1,656.00	1,102.00
193	180 000	2,285.00	1,718.00	1,718.00	1,145.00
194	190 000	2,366.00	1,779.00	1,779.00	1,183.00
195	200 000	2,447.00	1,792.00	1,792.00	1,195.00
196	250 000	2,645.00	1,943.00	1,943.00	1,292.00
197	Over 250 000 add per 200 000	197.00	147.00	147.00	100.00

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	246.00	196.00	161.00
202	12 000	272.00	217.00	174.00
203	14 000	300.00	239.00	189.00
204	16 000	329.00	258.00	208.00
205	18 000	352.00	278.00	227.00
206	20 000	378.00	298.00	245.00
207	22 000	404.00	318.00	261.00
208	24 000	427.00	336.00	278.00
209	26 000	457.00	358.00	290.00
210	28 000	484.00	378.00	310.00
211	30 000	508.00	398.00	329.00
212	32 000	533.00	419.00	346.00
213	34 000	557.00	439.00	358.00
214	36 000	587.00	458.00	376.00
215	38 000	614.00	481.00	394.00
216	40 000	635.00	501.00	412.00
217	42 000	663.00	524.00	426.00
218	44 000	688.00	543.00	440.00

219	46 000	712.00	566.00	458.00
220	48 000	741.00	587.00	479.00
221	50 000	769.00	608.00	488.00
222	52 000	783.00	618.00	501.00
223	54 000	801.00	629.00	510.00
224	56 000	815.00	644.00	524.00
225	58 000	832.00	654.00	533.00
226	60 000	844.00	667.00	543.00
227	62 000	864.00	679.00	556.00
228	64 000	877.00	688.00	566.00
229	66 000	893.00	703.00	575.00
230	68 000	908.00	712.00	587.00
231	70 000	922.00	723.00	595.00
232	72 000	942.00	737.00	608.00
233	74 000	953.00	748.00	618.00
234	76 000	971.00	764.00	624.00

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col 1</i>	<i>Col 2</i>	<i>Col 3</i>
	\$ Not exceeding	\$	\$	\$
235	78 000	988.00	775.00	634.00
236	80 000	1,003.00	787.00	644.00
237	82 000	1,013.00	801.00	654.00
238	84 000	1,035.00	814.00	664.00
239	86 000	1,048.00	823.00	678.00
240	88 000	1,062.00	835.00	686.00
241	90 000	1,082.00	844.00	695.00
242	92 000	1,097.00	856.00	703.00
243	94 000	1,108.00	872.00	712.00
244	96 000	1,126.00	884.00	723.00
245	98 000	1,143.00	897.00	735.00

246	100 000	1,162.00	908.00	745.00
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.

Ref. No.	Consideration	Col. 1	Col.2
	\$ Not exceeding	\$	\$
248	10 000	106.00	60.00
249	14 000	115.00	61.00
250	18 000	123.00	69.00
251	22 000	135.00	78.00
252	26 000	148.00	84.00
253	30 000	158.00	89.00
254	34 000	168.00	94.00
255	38 000	177.00	97.00
256	42 000	186.00	105.00
257	46 000	196.00	110.00
258	50 000	209.00	117.00
259	Exceeding 50 000	209.00	117.00

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

- 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.
- 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	102.00	60.00
261	14 000	110.00	61.00
262	18 000	118.00	69.00
263	22 000	129.00	78.00
264	26 000	140.00	84.00
265	30 000	151.00	89.00
266	Exceeding 30 000	151.00	89.00

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 - \$365.30.

268. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$34.60.

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 - \$405.10.

270. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$34.60.

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 - \$230.30.

for each additional Crown grant, certificate of title, chain of title deeds, or other document beyond the second - \$34.60.

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 procuration 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.

Dated 23 November 2022

Justice Delany, Supreme Court of Victoria

Judge Andrew Fraatz, County Court of Victoria

Magistrate Hugh Radford, Magistrates Court of Victoria

Ms Elisabeth Wentworth, Victorian Civil and Administrative Tribunal

Mr Reynah Tang AM, Victorian Civil and Administrative Tribunal

Dr Philip Williams AM, The Attorney-General

Mr Stewart Maiden KC, Victorian Bar

Ms Antonella Terranova, Law Institute of Victoria

Ms Lisa Hannon KC, Victorian Legal Services Board + Commissioner

Mr Gino Andrieri, Victorian Legal Services Board + Commissioner