

LAW INSTITUTE OF VICTORIA LIMITED

# PRACTITIONER REMUNERATION ORDER

Legal Profession Uniform Law Application Act 2014  
Including  
Amendments commencing

1<sup>st</sup> January 2025

**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 2025.

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 2024 is hereby revoked.

(2) Notwithstanding the revocation of the Practitioner Remuneration Order commenced 1 January 2024, 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to and in relation to business, other than business referred to in Clause 2, in all respects as if that Order had not been revoked.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

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(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 \$20.40 to \$30.00 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 \$197.90 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 1988** 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 - \$26.50 to \$43.30.
- (b) partly in print, for so much as remains in print, per folio - \$12.80.
- (c) partly in print, for so much as is not in print, per folio - \$26.50 to \$43.30.

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

#### TYPEWRITING

3. (1) Per folio - \$16.40.

(2) For each carbon copy, photocopy or other machine made copy, per page - \$3.40.

#### FACSIMILES

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

Transmitting:

First page - \$17.30.

Each subsequent page - \$5.90.

Receiving:

First page - \$17.30.

Each subsequent page - \$3.40.

#### EMAIL

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

First page including copy of first page - \$17.30.

Copy of second and subsequent pages, per page, - \$3.40.

#### PERUSING

6. When it is necessary to peruse any document or part of a document (including correspondence), whether in print or not, per folio - \$16.40.

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 - \$8.60.

## LETTERS

Including sending by electronic transmission (email)

8. Formal acknowledgment or the like, e.g. letter enclosing documents, requesting a reply, etc. - \$43.30.

9. Circular letters - i.e. letters which except for the particulars of address are identical, for each letter after the first - \$21.30.

10. Other letters - \$63.20 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 - \$78.90.

12. Making an appointment by telephone or similar telephone attendance capable of performance by a junior clerk - \$34.30.

13. On counsel with case for opinion or other papers or to appoint consultation or conference - \$119.70.

14. On consultation or conference with counsel - \$295.60.

After the first hour, per half-hour or part thereof - \$147.40 to \$229.70.

15. Searching title and other searches, per half-hour or part thereof - \$98.00.

16. On settlement of a conveyancing or commercial matter - \$94.40 to \$148.10.

After the first half-hour, per half-hour or part thereof - \$148.10 to \$229.70.

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 - \$66.30 to \$122.70.

18. All other attendances; per quarter-hour or part thereof - \$66.30.

## 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 - \$148.10.

but not exceeding for any one day - \$2,073.30.

## 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	471	326
20	22 000	507	348
21	24 000	535	368
22	26 000	573	392
23	28 000	609	414
24	30 000	634	435
25	32 000	673	458
26	34 000	698	480
27	36 000	738	501
28	38 000	765	527
29	40 000	798	550
30	42 000	829	573
31	44 000	862	595
32	46 000	895	620
33	48 000	929	642
34	50 000	961	666
35	52 000	979	676
36	54 000	998	688
37	56 000	1016	705
38	58 000	1036	716
39	60 000	1059	733
40	62 000	1081	744
41	64 000	1099	752
42	66 000	1117	770

43	68 000	1137	782
44	70 000	1154	792
45	72 000	1175	806
46	74 000	1196	818
47	76 000	1210	837
48	78 000	1233	849
49	80 000	1253	862
50	82 000	1275	877
51	84 000	1292	890
52	86 000	1310	901
53	88 000	1330	914
54	90 000	1348	925
55	92 000	1373	940
56	94 000	1386	955
57	96 000	1403	968
58	98 000	1426	982
59	100000	1450	995
60	110000	1514	1036
61	120000	1578	1083
62	130000	1644	1131
63	140000	1708	1175
64	150000	1771	1215
65	160000	1839	1261
66	170000	1901	1307
67	180000	1968	1348
68	190000	2033	1395
69	200000	2096	1439
70	250000	2257	1551
71	300000	2420	1663
72	350000	2586	1776

73	400000	2744	1884
74	450000	2907	1993
75	500000	3068	2106
76	Over 500 000 add per 100 000	166	115

**Table B - General Law**

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

Ref. No.	Consideration	Col. 1	Col.2
	\$ Not exceeding	\$	\$
77	20 000	685	414
78	22 000	720	443
79	24 000	752	468
80	26 000	788	500
81	28 000	825	530
82	30 000	858	556
83	32 000	895	584
84	34 000	929	610
85	36 000	965	642
86	38 000	998	673
87	40 000	1033	696
88	42 000	1065	726
89	44 000	1100	752
90	46 000	1137	782
91	48 000	1166	812
92	50 000	1205	842
93	52 000	1223	858
94	54 000	1246	877
95	56 000	1271	894
96	58 000	1287	912

97	60 000	1310	925
98	62 000	1330	947
99	64 000	1348	961
100	66 000	1374	977
101	68 000	1392	994
102	70 000	1410	1010
103	72 000	1428	1031
104	74 000	1451	1042
105	76 000	1470	1064
106	78 000	1493	1081
107	80 000	1515	1099
108	82 000	1536	1111
109	84 000	1562	1133
110	86 000	1578	1148
111	88 000	1596	1165
112	90 000	1614	1185
113	92 000	1641	1202
114	94 000	1662	1215
115	96 000	1681	1233
116	98 000	1702	1252
117	100000	1720	1271
118	110000	1793	1320
119	120000	1860	1382
120	130000	1929	1439
121	140000	1993	1493
122	150000	2069	1551
123	160000	2138	1608
124	170000	2208	1663
125	180000	2275	1719
126	190000	2344	1776

127	200000	2417	1830
128	250000	2586	1975
129	300000	2754	2122
130	350000	2926	2261
131	400000	3104	2403
132	450000	3275	2540
133	500000	3445	2681
134	Over 500 000 add per 100 000	176	142

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

- 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.
- 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.
- 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 - \$254.90.

**Transfer of Land Act 1958**

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

Ref No.	<i>Amount of loan (if unvaried or (if varied) the amount of the loan as varied</i>	Col. 1	Col.2
	\$ Not exceeding	\$	\$
135	20 000	163	80
136	35 000	221	110
137	50 000	265	131
138	Over 50 000 add per 25 000	31	13
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 - \$88.90.

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## **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 \$315.30.
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	221	191
141	200 000	332	294
142	300 000	441	368
143	Over 300 000 add per 100 000	37	31

#### **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 - \$88.90.

### 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.	<i>Total Rental for period of lease including premium (if any)</i>	<i>Legal practitioner for Lessor</i>	<i>Legal practitioner for Lessee</i>		
			<i>Col. 1A</i>	<i>Col. 1B</i>	<i>Col. 2C</i>
	\$ Not exceeding	\$	\$	\$	\$
144	15 000	381	326	326	216
145	20 000	507	383	383	252
146	22 000	548	411	411	275
147	24 000	595	445	445	297
148	26 000	634	479	479	318
149	28 000	684	509	509	339
150	30 000	726	545	545	361
151	32 000	765	577	577	385
152	34 000	812	610	610	404
153	36 000	853	643	643	427
154	38 000	901	676	676	451
155	40 000	941	705	705	468
156	42 000	982	742	742	489
157	44 000	1031	770	770	512
158	46 000	1071	805	805	534
159	48 000	1117	837	837	556
160	50 000	1156	868	868	580
161	52 000	1187	891	891	595
		1210	907	907	609
162	54 000				
163	56 000	1238	925	925	620

164	58 000	1264	949	949	630
165	60 000	1292	968	968	644
166	62 000	1318	988	988	658
167	64 000	1342	1006	1006	673
168	66 000	1373	1024	1024	685
169	68 000	1395	1043	1043	696
170	70 000	1421	1064	1064	708
171	72 000	1450	1083	1083	726
172	74 000	1474	1101	1101	738
173	76 000	1499	1118	1118	751
174	78 000	1523	1144	1144	763
175	80 000	1551	1162	1162	774
176	82 000	1578	1185	1185	788
177	84 000	1601	1202	1202	801
178	86 000	1626	1221	1221	816
179	88 000	1656	1241	1241	828
180	90 000	1681	1261	1261	838
181	92 000	1709	1281	1281	853
182	94 000	1734	1296	1296	865
183	96 000	1761	1318	1318	883
184	98 000	1785	1337	1337	892
		1807	1354	1354	903
185	100 000				
186	110 000	1897	1421	1421	949
187	120 000	1984	1488	1488	991
188	130 000	2071	1554	1554	1036
189	140 000	2155	1619	1619	1082
190	150 000	2245	1686	1686	1124
191	160 000	2333	1752	1752	1163
192	170 000	2420	1813	1813	1207

193	180 000	2502	1882	1882	1253
194	190 000	2591	1948	1948	1295
195	200 000	2679	1962	1962	1308
196	250 000	2896	2128	2128	1415
197	Over 250 000 add per 200 000	216	161	161	109

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

- 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.
- 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.
- 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.
- 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.

Ref. No.	Consideration	Col 1	Col 2	Col 3
201	10 000	270	215	176
202	12 000	297	237	191
203	14 000	329	261	207
204	16 000	360	283	228
205	18 000	385	305	248
206	20 000	414	326	269

207	22 000	443	348	285
208	24 000	468	368	305
209	26 000	500	392	318
210	28 000	530	414	339
211	30 000	556	435	360
212	32 000	584	459	379
213	34 000	610	481	392
214	36 000	643	501	411
215	38 000	673	527	432
216	40 000	696	548	451
217	42 000	726	573	467
218	44 000	753	595	482
219	46 000	780	620	501
220	48 000	812	643	524
221	50 000	842	666	535
222	52 000	858	676	548
223	54 000	877	688	559
224	56 000	892	705	573
225	58 000	912	716	584
226	60 000	925	730	595
227	62 000	946	744	609
228	64 000	961	753	620
229	66 000	977	770	630
230	68 000	994	780	643
231	70 000	1010	792	651
232	72 000	1031	807	666
233	74 000	1043	819	676
234	76 000	1064	837	684

Ref. No.	Consideration	Col 1	Col 2	Col 3
	\$ Not exceeding	\$	\$	\$
235	78 000	1082	849	694
236	80 000	1099	862	705
237	82 000	1109	877	716
238	84 000	1133	891	727
239	86 000	1148	901	742
240	88 000	1163	914	751
241	90 000	1185	925	762
242	92 000	1202	938	770
243	94 000	1214	955	780
244	96 000	1233	968	792
245	98 000	1252	982	805
246	100 000	1273	994	816
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	116	66
249	14 000	126	67

250	18 000	134	76
251	22 000	148	85
252	26 000	162	92
253	30 000	173	97
254	34 000	183	103
255	38 000	194	107
256	42 000	204	115
257	46 000	215	120
258	50 000	229	128
259	Exceeding	229	128
	50 000		

#### **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.

Ref. No.	Consideration	Col. 1	Col.2
	\$ Not exceeding	\$	\$
260	10 000	112	66
261	14 000	120	67
262	18 000	130	76
263	22 000	142	85
264	26 000	154	92
265	30 000	166	97
266	Exceeding 30 000	166	97

## **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 - \$400.00.

268. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$37.90.

## **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 - \$443.60.

270. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$37.90.

## **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 - \$252.20.

for each additional Crown grant, certificate of title, chain of title deeds, or other document beyond the second - \$37.90.

## **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.

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**Dated this 2nd day of December 2024**

Justice Andrea Tsalamandris, Supreme Court of Victoria

Judge Andrew Fraatz, County Court of Victoria

Magistrate Meghan Hoare, Magistrates Court of Victoria

Mr Jonathan Smithers, Senior Member, Victorian Civil and Administrative Tribunal

Mr Reynah Tang AM, Senior Member, Victorian Civil and Administrative Tribunal

Dr Philip Williams AM, Nominee of The Attorney-General

Mr Philip Cullum, Nominee of The Attorney-General

Ms Fiona Ryan SC, Nominee of Victorian Bar

Ms Antonella Terranova, Nominee of Law Institute of Victoria

Ms Annette Monforte, Nominee of Victorian Legal Services Board + Commissioner

Ms Sarah Lethlean, Nominee of Victorian Legal Services Board + Commissioner