# PERSONAL INJURY CLAIMS BY PLAINTIFFS

In accordance with the relevant provisions of Schedule 1 of the *Legal Profession Uniform Law Application Act* 2014 and Regulation 28 of the *Legal Profession Uniform Law Application Regulation* 2015, we are required to inform you of the following information in relation to legal costs.

This legislation provides that where the amount recovered in your claim does not exceed $100,000, the maximum amount of professional costs which you are required to pay us is 20% of the amount recovered or $10,000, whichever is the greater. This will include barrister’s fees if a barrister is retained for your claim. The same restrictions also apply to any costs which can be recovered from the other party if your claim is successful.

The amounts set out above do not include disbursements being payments made to others which are incurred on your behalf in the preparation and running of your case including the costs of medical reports, experts’ reports, filing fees and photocopying charges.

The restrictions on the professional costs you have to pay your lawyers, as explained above, do not apply if you enter into a costs agreement with us which complies with Part 4.3 of the *Legal Profession Uniform Law* (NSW).

By entering into a costs agreement with us, you agree to pay us in accordance with the costs agreement.

However, if you are successful and obtain an order for payment of your costs from the other party, the amount of costs recoverable from the other party will be limited to the maximum amounts set out in paragraph 1 above, which will be less than our costs in the costs agreement. You will be responsible for the payment of any difference between the amount we charge you in accordance with our costs agreement and the amount recovered from the other party.

A copy of our costs agreement is attached which provides details of our costs. We will only act for you in accordance with this costs agreement.