



**Fixed price
legal fees
for a
fixed scope of work**

What is Sydney Business Lawyers fixed price legal fee commitment?

The law requires that we give our clients an estimate of the fees we will charge for doing their work. That is understandable and we do better than to give just an estimate.

Before we say anything else about how we charge for our work, we want you to know that we do not charge for everything that we do simply by reference to hourly rates and time spent (or by “billable hours” as it is often said). Please read on so that we can explain ourselves.

If you ask a professional person to do something for you, you normally agree on a scope of work with them and they fix a price for that scope of work. If you ask the professional person to vary that scope of work or to do work outside the conditions attached to the scope, they normally charge you. It happens with architects, accountants, builders, dentists, doctors, electricians, engineers and plumbers to name a few. That is normally how we charge for the work that we do.

So in completing work for our clients, instead of giving estimates, Sydney Business Lawyers normally gives a fixed price for a fixed scope of work, sometimes without conditions, sometimes with conditions. We have been doing this for over 10 years and the lawyers working in our business have collectively been doing it for a lot longer. The exceptions normally are for standard document packages (where it is always a fixed price), dispute work or when it is not possible to determine what work will need to be done and/or how long it will take to complete it.

If your work goes outside the fixed scope and/or the conditions attached to the fixed scope, we call that going outside the square. If there is a need to go outside the square, we update our clients and agree on a fixed fee for the extra work.

For dispute work or where it is not possible to determine what work will need to be done and/or how long it will take to complete it, we normally charge by time reasonably spent. In these cases, the law still requires us to give an estimate. That estimate is not fixed in any way and normally, we charge on the basis of time reasonably spent using our current hourly rates.

The reason that we do not fix a fee for dispute work is that there are too many things that can affect what has to be done and the time it will take to do it and which are completely beyond our control. By not agreeing on a fixed fee, while there is no upper limit, our clients can also benefit if the work can be completed more readily than at first thought.

What are our normal billing commitments to our clients?

Our normal billing commitments to our clients are:

- at the earliest opportunity, to discuss and agree with our clients a fixed fee for a fixed scope of work;
- to never send a costs agreement to our clients without first having discussed the fees;
- to tell our clients as soon as is practicable when the work we are to do is outside the square of the agreed fixed scope and the agreed fixed fee;
- to ensure that our clients never receive a bill for an amount that they are not expecting.

That is the way it should be. **No surprises**.

If you would like the certainty of knowing what your legal services are going to cost, why don't you give Sydney Business Lawyers an opportunity to scope your work with you to give you a fixed price for a fixed scope for doing that work.

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