

# **Fixed and Value Pricing**

# **LESSON 2**

**It's all in the Scope!**

# WELCOME TO WEEK 2!

**This week it all about Scoping! Scoping is a key art in the fixed pricing process and involves you breaking down the piece of work you are doing for your client into small and detailed steps. 'The more detailed the better' needs to be your catch cry this week.**

Where I hear concerns about fixed pricing, it always relates to matters going beyond the scope. This is something within our control- firstly by ensuring our initial scope is detailed enough to capture what we anticipate we are going to be doing. Secondly by ensuring that the minute a matter moves to being 'out of scope' we pause, pick up the phone and communicate openly with our client about what has occurred, why it is out of scope and what needs to be done next to assist them. You then issue a further scope for the additional anticipated work to be done.

This week's activity is designed to help you have a go at building a few scopes for common pieces of work you do. You can take the steps on the coming pages and apply them to as many types of work as you need. Once you have one detailed scope, you will find building the next easier so perhaps start with something predictable and uncontroversial.

**Let's go!**



# BUILDING PROJECT PLANS!

## STEP 1

On a piece of paper draw the number of stages you think your file will need to work through to reach an outcome.

## STEP 2

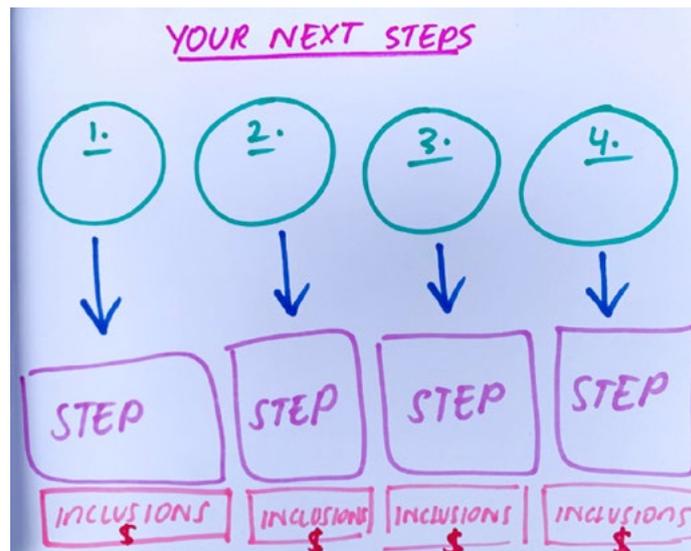
Below these stages indicate the step your client would or can take during this stage.

## STEP 3

List below each step what is included. If you have a price in mind add that in too.

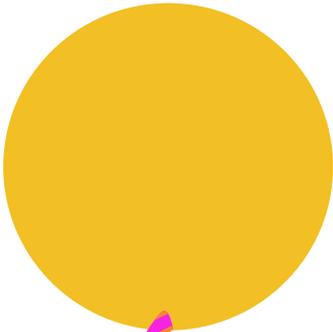
## STEP 4

You should end up with something like this

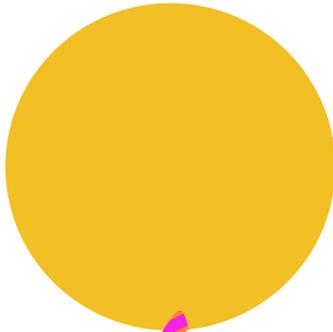
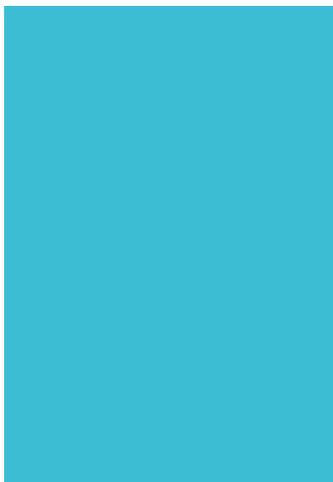


Over on the next page I have included a template that you are welcome to use if you would prefer....

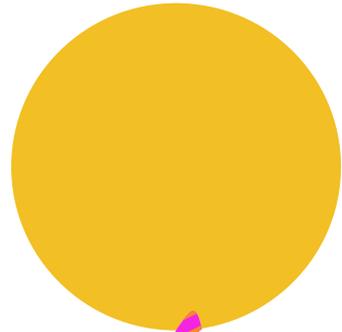
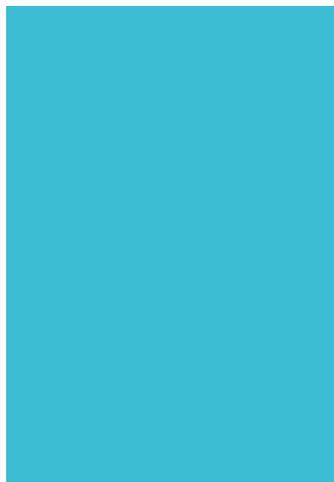
# YOUR NEXT STEPS...



A white rectangular box with a pink border, intended for writing the first step.



A white rectangular box with a pink border, intended for writing the second step.



A white rectangular box with a pink border, intended for writing the third step.

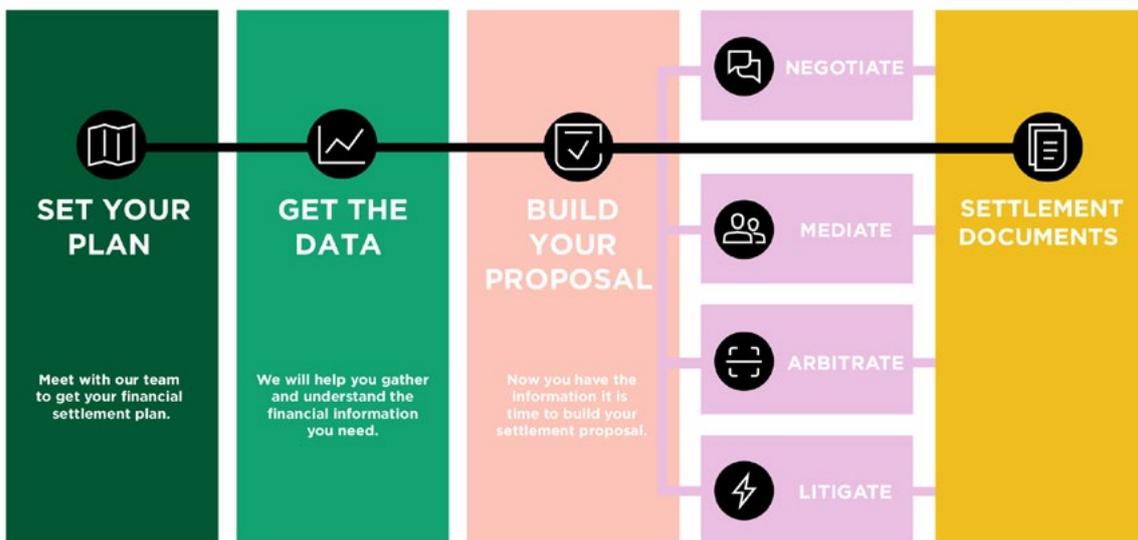


# IDEAS AND INSPIRATION

Below is an example of how we at Brisbane Family Law Centre have started to present and communicate these stages and steps to our clients.

We have developed a series of 'customer journey' styled documents to compliment our scopes to help our clients better understand the process

## Your Settlement



# QUOTE EXAMPLE



16 September 2020

## Thank You!

Dear [Client],

*We thank you for the opportunity to set out our proposal for the next stages of your legal matter and the expected fees for us to assist you.*

This fee proposal sets out the key steps covered by this proposal. At this stage, we only require a deposit for **Step 1** to commence work on your matter.

We know and appreciate that this information can be overwhelming so if you would like to discuss this fee proposal or costs in general, you can make a phone appointment with Hannah of our office by [clicking here](#).



# Your LEGAL Team

*Let's get on a first name basis*



**KIARAH GRACE KELLY**

Collaborative Family Lawyer



**CLARISSA RAYWARD**

Director, Accredited Specialist,  
Collaborative Family Lawyer and Mediator



**FREYA GARDON**

Collaborative Family Lawyer

# Your SUPPORT Team



**HANNAH**

Business Manager



**MARNI**

Director of First Impressions



**LAUREN**

Law Clerk



**MOLLIE**

Law Clerk



**AMY**

Chief Financial Officer



**SARAH**

Design and Creative Director



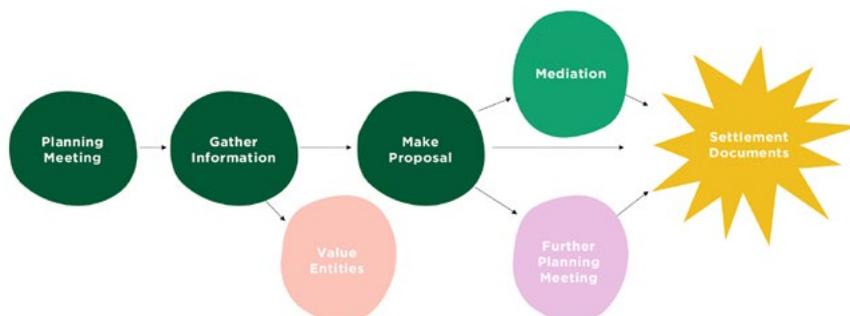
**DEBBIE**

Special Projects Officer



# Your Next Steps

We understand your matter to include the following steps. Your matter will not necessarily require all of the below steps. The work under this fee proposal will commence from the date you deposit cleared funds into our Trust Account and will conclude upon completion of the below scope of work.



## Gathering Information, Developing Pool & Making Property Proposal

1. Advising you about your obligations of disclosure and gathering relevant disclosure from you.
2. Writing to [other party] requesting he/she provide relevant disclosure.
3. Reviewing disclosure provided by you and [other party].
4. Compiling property pool reflecting the assets, liabilities and superannuation of you and [other party].
5. Telephone call or meeting with you in person to discuss the property pool with you and to determine your desired proposal for property settlement to be sent to [other party] or his/her solicitor.
6. Drafting a letter to [other party] (or his/her solicitor) providing disclosure and outlining this proposal.
7. Sending this letter to you for approval before we send it to [other party] (or his/her solicitor).
8. All telephone attendances and written communications (including email) with you in relation to the above matters during this fixed fee period.

**\$2,990 (inclusive of GST)**

## Arranging your Mediation

1. Corresponding with [other party] (or his/her lawyer) and a mediator to schedule your mediation.
2. Liaising with the mediator to ensure necessary documents are issued to all parties.
3. Assisting you to complete any relevant mediation engagement material such as questionnaires.
4. All telephone attendances and written communications (including email) with you in relation to the above matters during this fixed fee period.

**Step X.**

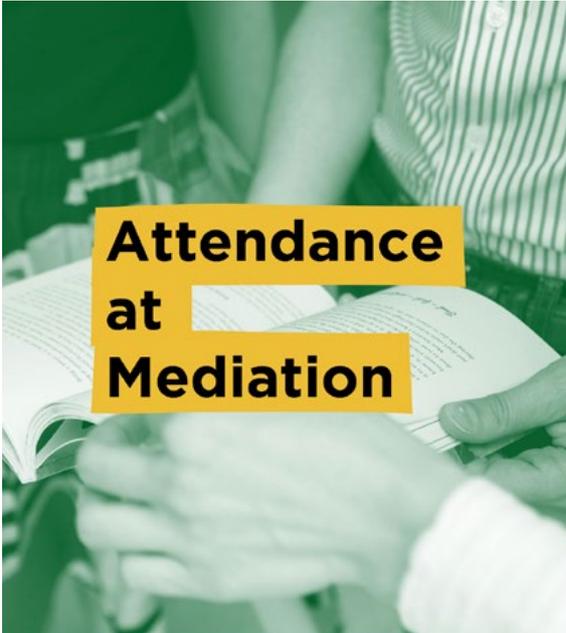
**\$660 (inclusive of GST)**

## Preparing for your Mediation

**Step x.**

1. Reviewing further disclosure of financial information from both [other party] and you.
2. Continual refining and updating of your **property pool and chronology** of important dates in your matter in preparation for mediation.
3. Advising you in relation to your likely range of legal outcomes (if your matter was before the Court) and potential options for resolution.
- 4.
5. Meeting with you to prepare for mediation, including discussing the proposals you may consider putting forward at mediation considering the above advice and advising you as to the mediation process and role of the mediator.
6. Drafting a brief to the mediator on your behalf prior to mediation.
7. All telephone attendances and written communications (including email) with you in relation to the above matters during this fixed fee period.

**\$4,250 (inclusive of GST)**



## Attendance at Mediation

Step x.

1. Our attendance with you at mediation for a full day.
2. Drafting any heads of agreement reached during the mediation.
3. Our advices in relation to the next steps if an agreement is not reached during the mediation.

**\$3,850 (inclusive of GST)**

## Drafting Your Application for Consent Orders & Consent Orders



1. Undertaking any required property or superannuation searches.
2. Drafting your Application for Consent Orders and Consent Orders.
3. One revision of the documents by you and our office subsequently attending to minor amendments following your revision. \*Please note, we reserve the right to alter the scope of this fixed fee arrangement should we consider the amendments required are not minor in nature.
4. Providing a copy of the draft Application for Consent Orders and Consent Orders to [other party] (or his/her lawyer), discussing any amendments requested by them with you, and making any minor agreed amendments. \*Please note, we reserve the right to alter the scope of this fixed fee arrangement should we consider the amendments required are not minor in nature.
5. Filing the Application and Minutes (in triplicate) in the Family Court Registry. \*Please note this fixed fee does include the Court filing fee (currently \$165 and \$170 as of 1 July 2020). We will provide you with instructions as to how this filing fee may be paid prior to your documents being filed.

## Drafting Your Application for Consent Orders & Consent Orders



Continued...

6. Upon receipt of the filed Application, forwarding a copy to you and [other party] .
7. Upon receipt of the sealed Consent Orders, forwarding a copy to you with a letter of advice in relation to the implementation of the Orders and also forwarding a copy of the sealed Orders to [other party] (or his/her lawyer) by way of service (if Court has not provided directly to them). \*Please note, we reserve the right to alter the scope of this fixed Fee Arrangement should we receive a requisition notice from the Court.

**\$3,550 (inclusive of GST)**

# Affecting a Superannuation Split

## If Required

1. Providing the Trustee of your superannuation fund with procedural fairness in relation to the superannuation split. \* Please note, your superannuation fund has 28 days to confirm whether they are satisfied with the draft wording of the superannuation splitting order or whether amendments are required;
2. Upon receiving confirmation from your superannuation fund in relation to the proposed superannuation splitting Order, drafting an Affidavit of Procedural Fairness on your behalf; and
3. Preparing any documentation required to affect the superannuation split.
4. All telephone attendances and written communications (including email) with you in relation to the above matters during this fixed fee period.

Step X.

\$785 (inclusive of GST)

## Billing Timeframes & Exclusions

We confirm we will bill your fixed fee as follows:

\*Please note that these timeframes detail our billing only and we require the full amount for each step to be deposited before commencing work. If you require a payment plan, please do not hesitate to contact our office to discuss.

<b>Step 1</b>	\$932.50 upon cleared funds	\$1,86.50 upon drafting	\$932.50 upon filing	<b>Step 4</b>	\$1,150 upon cleared funds	\$1,150 upon making amendments	\$1,150 upon signing
<b>Step 2</b>	\$1,885 upon drafting <u>BCSA</u>	\$1,885 upon signing <u>BCSA</u>		<b>Step 5</b>	\$887.50 upon receiving <u>BFA</u>	\$887.50 upon making amendments	\$887.50 upon providing advice
<b>Step 3</b>	\$1,885 upon drafting <u>BFA</u>	\$1,885 upon signing <u>BFA</u>		<b>Step 6</b>	\$887.50 upon receiving <u>BFA</u>	\$887.50 upon making amendments	\$887.50 upon providing advice

Excludes:

- Please note this/these Fixed Fee Agreements does not include:
- Any work or advice that may arise as a result of your instructions (or from other party) that is not expressly provided for or anticipated in the time frame above; and
  - Payment of any fees to third party.

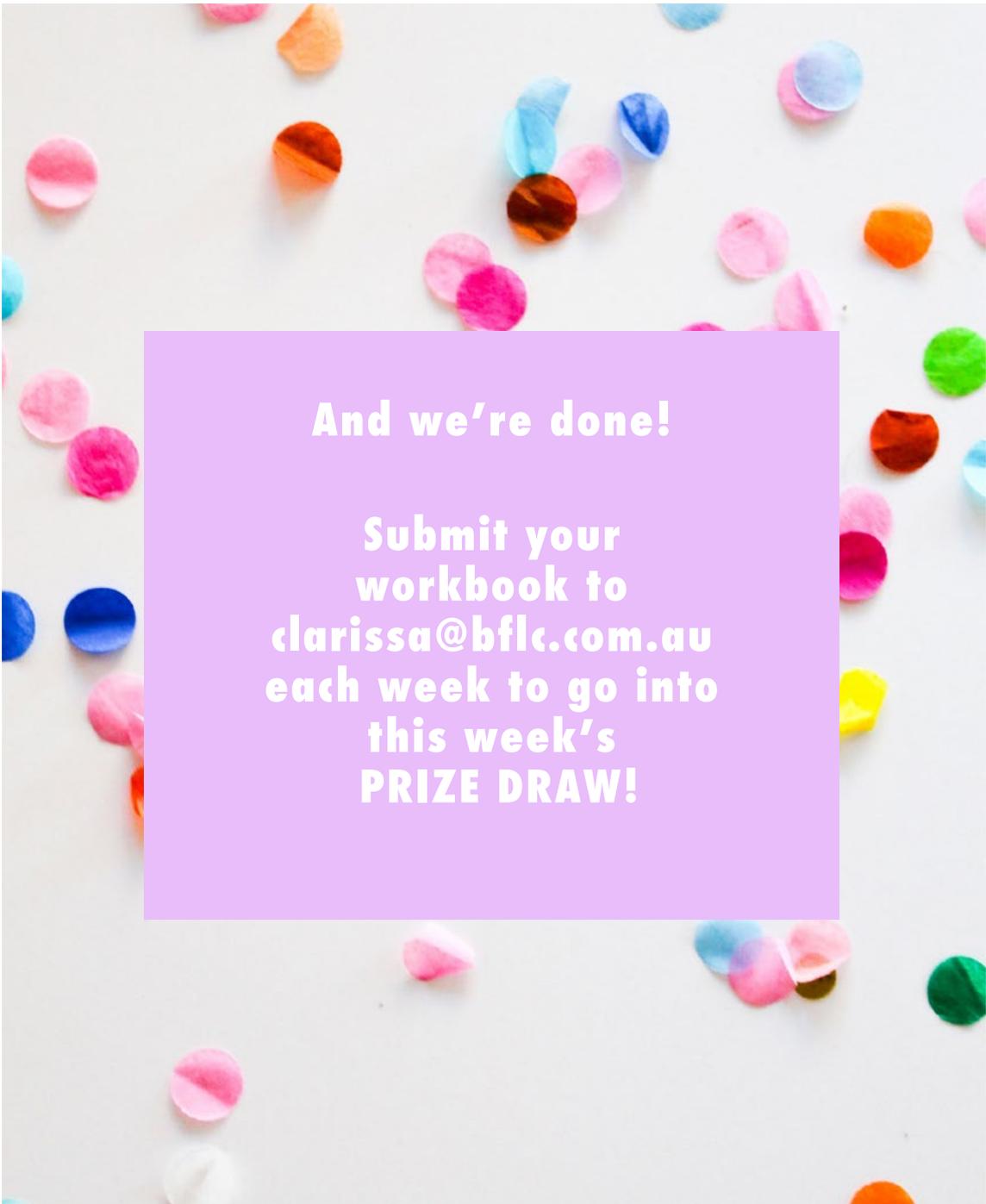


## Something to note...

Please note the quotes provided herein remain valid for a period of 14 days.

We confirm that if a signed Fixed Fee Agreement is not returned to our office, the Agreement is deemed to be accepted upon you depositing the required funds into our Trust Account and/or providing instructions to our office to undertake the work provided under the scope of this Agreement and/or work commencing on your matter within the scope of this Agreement.

For your protection, we strongly recommend that you contact our office by telephone to confirm any payment or funds request from our office, to confirm that amount and account details prior to making any deposits.



**And we're done!**

**Submit your  
workbook to  
[clarissa@bflc.com.au](mailto:clarissa@bflc.com.au)  
each week to go into  
this week's  
PRIZE DRAW!**

**See you next week!**