

Model General Terms and Conditions of Contract for Lawyers

Consumers

Annex to Clause 8

1. Supplementing Clause 8 of the Terms and Conditions of Contract the following agreement is made on the Lawyer's fee for services to be provided under the Client-Lawyer Relationship (*delete as applicable*)¹:

1.1. (Agreement on applicability of the Austrian Statute on Lawyers' Tariffs [Rechtsanwaltstarifgesetz/RATG] and on a calculation basis for the fee)

(a)

The parties agree that the Lawyer's fee shall be calculated on the basis of the Austrian Statute on Lawyers' Tariffs, which is attached to this Annex as an integral part and shall be signed by the Client separately.

The parties agree that the fees shall be calculated on a basis of calculation of EUR As a matter of principle, as the calculation basis rises, the fee payable under the RATG for services provided by the Lawyer increases on a declining basis. Given the expected minimum services to be provided, i.e. (*list of procedural steps to be taken in legal or administrative proceedings / out-of-court activities*) the Lawyer's fee entitlement will amount to EUR plus 20% VAT, i.e. to a total of EUR If additional (*list of hearings, negotiations, briefs and the like*) are required, the cost would be EUR (gross amount) each. This expressly constitutes **no** binding quotation.

The parties agree that the Lawyer is, at his option, entitled to bill his services on an itemised basis instead of invoicing a flat rate. Itemised billing will state each service provided by the Lawyer that is to be paid for separately; in contrast, flat-rate (*Einheitssatz*) billing means billing a flat rate for the ancillary services relating to the briefs to be prepared and the hearings related to the relevant case, i.e., in particular, meetings, letters and phone calls. (*that flat-rate billing was applied in the foregoing paragraph:*) In the case that itemised billing is applied, the above calculation results in EUR plus 20% VAT; however, the Lawyer is entitled to charge EUR for each phone call lasting up to 10 minutes, EUR for each phone call that lasts longer and EUR for every letter (all amounts are gross amounts). This expressly constitutes **no** binding quotation.

(b)

The Client acknowledges and agrees that according to Clause 8.2 of the Terms and Conditions of Contract the Lawyer is entitled to the amount of reimbursement of costs obtained by him from the opponent in excess of the agreed fee for itemised services under the RATG.

¹ To be adapted accordingly.

By his below signature the Client confirms that he has acknowledged and understood Clause 1.1(b).

.....
(Client's signature)

1.2. (Agreement on applicability of the General Criteria for Professional Fees [Allgemeine Honorar-Kriterien/AHK] and a calculation basis for the fee)

(a)

The parties agree that the Lawyer's fee shall be calculated on the basis of the General Criteria for Professional Fees, which are attached to this Annex as an integral part and shall be signed by the Client separately.

The parties agree that the fees shall be calculated on a basis of calculation of EUR As a matter of principle, as the calculation basis rises, the fee payable under the *RATG* for services provided by the Lawyer increases on a declining basis. Given the expected minimum services to be provided, i.e. (*list of procedural steps to be taken in legal or administrative proceedings / out-of-court activities*) the Lawyer's fee entitlement will amount to EUR plus 20% VAT, i.e. to a total of EUR If additional (*list of hearings/letters/meetings and the like*) are required, the cost would be EUR (gross amount) each. This expressly constitutes **no** binding quotation.

The parties agree that the Lawyer is, at his option, entitled to bill his services on an itemised basis instead of invoicing a flat rate. Itemised billing will state each service provided by the Lawyer that is to be paid for separately; in contrast, flat-rate (*Einheitssatz*) billing means billing a flat rate for the ancillary services relating to the briefs to be prepared and the hearings related to the relevant case, i.e., in particular, meetings, letters and phone calls. (*In the case that flat-rate billing was applied in the foregoing paragraph:*) In the case that itemised billing is applied the above calculation results in EUR plus 20% VAT; however, the Lawyer is entitled to charge EUR for each phone call lasting up to 10 minutes, EUR for each phone call that lasts longer and EUR for every letter (all amounts are gross amounts). This expressly constitutes **no** binding quotation.

(b)

The Client acknowledges and agrees that according to Clause 8.2 of the Terms and Conditions of Contract the Lawyer is entitled to the amount of reimbursement of costs obtained by him from the opponent in excess of the agreed fee under the AHK.

By his below signature the Client confirms that he has acknowledged and understood Clause 1.2(b).

.....
(Client's signature)

1.3. (Agreement on billing by the hour)

(a)

The parties agree that the Lawyer's fee shall be calculated on the basis of the hours worked by the Lawyer and his staff for the Client as follows:

- an hourly rate of EUR plus 20% VAT, i.e. a total amount of EUR, for the Lawyer and other lawyers whom he calls in for providing the services for the Client (including partners of the law firm)
- and an hourly rate of EUR plus 20% VAT, i.e. a total amount of EUR, for trainee lawyers
- (alternative: a blended rate of EUR plus 20% VAT, i.e. a total amount of EUR))

The above hourly rates shall cover all activities of the Lawyer's non-legal staff (including but not limited to all back office work).

Given the expected minimum services to be provided, i.e. (list of procedural steps to be taken in legal or administrative proceedings / out-of-court activities) the estimated amount of work is lawyer's hours and trainee lawyer's hours (in the case of a blended rate:) hours. This expressly constitutes **no** binding quotation.

The Lawyer will present the Client with a statement of the services provided by him and the lawyer's and trainee lawyer's (in the case of a blended rate:) hours (on a monthly or quarterly basis, depending on the expected duration of the Client-Lawyer Relationship) and with a(monthly or quarterly or half-yearly, depending on the expected duration of the Client-Lawyer Relationship) interim statement.

(b)

The Client acknowledges and agrees that according to Clause 8.2 of the Terms and Conditions of Contract the Lawyer is entitled to the amount of reimbursement of costs obtained by him from the opponent in excess of the agreed time-based fee.

By his below signature the Client confirms that he has acknowledged and understood Clause 1.3(b).

.....
(Client's signature)

1.4. (Agreement on a lump-sum fee)

(a)

The parties agree that the fee for the Lawyer's services shall be a lump-sum amount of EUR plus 20% VAT, i.e. a total amount of EUR The parties put on record that the Client will have to pay that lump-sum fee in full even if the services provided by the Lawyer and his staff under the Client-Lawyer Relationship require less time than is usual for such a fee.

(b)

The Client acknowledges and agrees that according to Clause 8.2 of the Terms and Conditions of Contract the Lawyer is entitled to the amount of reimbursement of costs obtained by him from the opponent in excess of the agreed lump-sum fee.

By his below signature the Client confirms that he has acknowledged and understood Clause 1.4(b).

.....
(Client's signature)

1.5. In any case, in addition to the agreed fee, the Lawyer is entitled to claim the following (cash) expenses incurred in connection with his services: (list, e.g., costs of excerpts from the Land Register or from the Business Register, postage, archiving charges, costs of copies, court fees, travel expenses and the like; either inclusive of VAT, or with VAT to be stated separately).

2. Supplementing Clause 8.7 of the Terms and Conditions of Contract the parties agree that the Client shall pay an advance on fees in the amount of EUR plus 20% VAT and on the necessary cash expenses in the amount of EUR (e.g. court fees – delete passage if not applicable), i.e. a total amount of EUR If necessary, the Lawyer is entitled to ask for another advance that is reasonable in view of the work expected after billing has been effected. In the case of billing in accordance with the RATG or AHK the Client is entitled to demand an interim account statement on a (e.g. monthly, quarterly or half-yearly basis; in any case at reasonable intervals in accordance with Section 16(3) RL-BA 2015) or a statement of the services provided so far, or, in the case of billing by the hour, a statement of the hours worked by the Lawyer and his staff. In the case of billing by the hour Clause 1.3 para 4 shall apply. If a lump-sum fee has been agreed, no interim statement shall be required.

The Lawyer/law firm:

The Client:

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Last revised on: 22 February 2024