

# **REQUEST FOR TRANSCRIPT**

Lodgment of this form – please return by post or present this form at your local court registry			
By Post	Recording and Transcription Services Department of Justice and Attorney-General PO BOX 15167 City East QLD 4002		
In Person	For a full list of Queensland Court Registries visit: <u>https://www.courts.qld.gov.au/contacts/courthouses</u>		
Contact us by phone	Contact us by phone 1800 842 122 available Monday to Friday 8.30am to 4.00pm, excluding Queensland public holidays		
Please be advised that there will be significant delays when using this form. This is due to the additional time required to receive, process, and dispatch your order. For the quickest response, please lodge online via QTranscripts at			

https://qtranscripts.justice.qld.gov.au. This form should only be used if QTranscripts access is not possible.

If a Financial Hardship Fee Waiver Application is being sought, or you are the Victim of a Personal Offence, do not fill in this form. Instead, complete the relevant form as indicated below:

Request for Transcript – Financial Hardship Fee Waiver Application Form	This form is available for those experiencing financial hardship and may be eligible for a full or partial waiver of transcript fees based upon your current financial situation.
Request for Transcript – Victim of a Personal Offence Application Form	This form is available if you are the victim of a personal offence or legal guardian or representative, where the matter is heard in the criminal jurisdiction of the Supreme or District Court of Queensland or an entitled person for the deceased person who is subject to a legal proceeding before a Coroner or Industrial Magistrate, and the proceeding relates to the death of this person, to obtain a free transcript of the court proceedings.
Cost sharing form	This form is available if you have an agreement to share transcript cost with other party/parties to the proceeding.

Details of the person making the reque	Details of the person making the request		
Full Name			
Organisation name (if applicable)			
Phone / Mobile (Incl. area code)			
Postal address			
Email address (only used by Transcript			
Service Provider for invoicing purposes,			
transcripts will not be distributed via email)			
Involvement			
(Party, Non-Party, Legal Representative etc)			

Details of the proceedings			
<b>Matter Title</b> (R v Party 1, Party 1 v Party 2 etc)			
Matter Number			
<b>Court</b> (Supreme Court, District Court, Magistrates Court etc)			
Judicial Officer / Presiding Member			
Jurisdiction	□ Civil	Criminal	□ Other



Court Location (City/Courthouse)	
Event Date/s Required (please specify ALL required dates)	Please specify ALL required dates

Transcript types available per jurisdiction are listed below							
Court of Appeal							
□ Audio of Proceeding	□ Extract*		□ Hearing	🗆 Ju	dgment**		
Supreme Court							
□ Audio of Proceeding	□ Closing A	Addresses	□ Ellipses	□ Ex	tract*		ull Transcript (Criminal transcript only)
□ Hearing	🗆 Judgmen	□ Judgment** □ Opening Addresses □ Order** □ Pre-Record		re-Recorded Evidence			
□ Pre-Trial Hearing	□ Ruling**		□ Sentence**	□ S1 Sente	3A/B or S21E nce**	□ Se	entence Submissions
□ S13A/B Sentence Submissions	□ Summing Up/Redirect	•	□ Trial	□ Ve	rdict		
District Court (including	g Planning a	nd Environn	nent Court and Children	s Court	of Queensland)		
□ Audio of Proceeding	$\Box$ Closing A	ddresses	Ellipses	□ Ex	tract*	🗆 Fi	ull Transcript
□ Hearing	🗆 Judgmen	t**	□ Opening Addresses		der**	🗆 Pi	re-Recorded Evidence
□ Pre-Trial Hearing	□ Ruling**		□ Sentence**	□ S1 Sente	3A/B or S21E nce**	□ Se	entence Submissions
□ S13A/B Sentence Submissions	□ Summing Up/Redirect		□ Trial	□ Ve	rdict		
Magistrates Court (incl	uding Childre	ens Court, D	Oomestic and Family Vio	lence C	ourt and Murri Co	urt)	
□ Audio of Proceeding		al		□ 13	A/B Decision		xtract*
□ Hearing	□ 13A/B He	earing	Pre-Recorded Evidence				
QCAT							
□ Audio of Proceeding	Decision		□ Extract*	□ He	aring		
QIRC							
□ Audio of Proceeding	□ Decision		□ Extract*	□ He	aring		
Coroners Court of Que	ensland						
□ Audio of Proceeding	□ Extract*		□ Findings	🗆 Inc	luest		
Ceremonial Court even	ts						
□ Admissions	Christma Greetings**	S	☐ Swearing-In**	□ Va event	ledictory/Farewell s**		
*If Extract was selected	l please	Specific Po	ortion:		Start time:		Finish time:
provide details here							
Violence Application or Chilo Hearing or other information with processing your reques	Comments (e.g. Domestic and Family Violence Application or Child Protection Hearing or other information to assist with processing your request) **Revisable transcripts are subject to revision and may impact the delivery turnaround timeframe						



Transcript Service Provider (TSP)			
Please select a TSP	🗆 Epiq		

## Payment

Please do not send any funds with this request at this time. Recording and Transcription Services will contact you regarding transcript fees (if applicable) and the available methods of payment, if required.

Prices may vary depending on turnaround selected. For an estimate of costs for this request please call 1800 842 122. Please note an estimate may not reflect the final cost of your requests. This is subject to change dependent on length and availability of the request.

Delivery requirements	
	□ Same Day Progressive □ Same Day Non-Progressive □ Urgent Request
Turnaround Timeframe	🗆 24 Hours 🔲 3 Days 🗆 5 Days 🗆 10 Days 🗆 20 Days
	<b>Please note</b> : The above turnaround timeframe will commence once DJAG have conducted an eligibility assessment of this request.
Delivery address for hardcopy transcript	

## Declaration - please review and complete before submitting

Copyright in this Transcript is vested in the State of Queensland (Department of Justice and Attorney-General). Apart from any use permitted under the Copyright Act 1968 (Cth), all other rights are reserved. Providing a copy to a legal practitioner for the purpose of obtaining professional advice is considered fair use under section 43(2) of the Copyright Act 1968 (Cth) and does not require copyright release. For all other uses, you must not copy, modify or distribute this material without the written authority of the Director, Recording and Transcription Services, Queensland Courts.

The Department of Justice and Attorney-General (the Department) is collecting your personal information on this form, including your name, email address, address, telephone number and information about the matter/s you are requesting audio or a transcript for, to process your request. Where you have applied for a fee waiver or exemption, we may also collect your personal information in order to assess your eligibility under the Fee Waiver and Fee Exemption Policy – this may include the collection of information relating to your financial position. The Department will only use your personal information for this purpose and your information may be disclosed to service providers contracted by the Department. Your personal information will not otherwise be used or disclosed unless authorised or required by law. Your personal information will be handled in accordance with the *Information Privacy Act 2009*.

□ I agree that copyright in the transcript remains with the State of Queensland (Department of Justice & Attorney-General).

I understand Recording and Transcription Services will only process the present transcript order if there is no restriction on						
release.						

me:	Signature:	Date:	
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Recording and Transcription Services is required to verify the identity of a Requestor when determining eligibility to receive a requested transcript. A Requestor must provide a total of 100 points of **Australian or state-issued** documents for the purpose of verifying your identity. Different types of identity documents hold unique point values as indicated in the table below. You can use different combinations of documents to make up your 100 points, but you **must include at least 1 primary document** source as part of your 100 points.

### If lodging your form in person:

Please take your original documentation (of 100 points or greater) to your local court registry, along with this form, where a Registry Officer will sight and verify your identity.

### If lodging your form by post:

Please include <u>certified copies</u> of documentation (of 100 points or greater), when returning your form to Recording and Transcription Services by post for processing.

A *certified* copy refers to a document that is certified by a suitably qualified person who declares a document to be a true and correct copy of the original (i.e. Justice of the Peace, Commissioner for Declarations). To find a Justice of the Peace or Commissioner for Declarations in your local area, visit: <u>https://www.qld.gov.au/law/legal-mediation-and-justice-of-the-peace/about-justice-of-the-peace/search-for-your-nearest-jp-or-cdec</u>

Primary documents (1 mandatory)	Points	Please tick if supplied
Australian visa	40	
Birth certificate	50	
Certificate of Australian citizenship	50	
Driver licence	60	
Proof of age card	60	
Passport (current or expired less than 3 years)	50	
Secondary documents	Points	Please tick if supplied
Change of name certificate	40	
Marriage certificate	40	
Medicare card	40	

Registry Use Only				
<i>"I have sighted the original identification documents in accordance with the proof of identity requirements set by Queensland Government Department of Justice &amp; Attorney General, Recording and Transcription Services."</i>				
Name of Registry Officer	Date	:		
Signature of Registry Officer:				



Note: These Terms and Conditions apply, where relevant, to all offline manual forms and processes for audio and transcript requests.

The provision of audio and transcription records by the Department of Justice and the Attorney-General can be done via an off-line application process using manual forms. This process relies on Departmental systems and processes to complete the request. These Terms govern our use of your information to fulfil your request or answer your enquiry and are legally binding.

In these Terms, 'us', 'we' and 'our' means the Department. *QTranscripts* is the online portal operated by the Department of Justice and Attorney-General (*Department*) to provide you with the ability to order Transcription Records, Pre-Existing Transcription Records and Audio Recordings for legal proceedings before Queensland Courts and Tribunals). Although you are not accessing QTranscripts directly, the Department uses QTranscripts to fulfil your request.

QTranscripts is owned by The State of Queensland (as represented by the Department of Justice and Attorney-General). By accessing the Service and/or using QTranscripts and its related services, you agree to these Terms and Conditions, which include our Privacy Policy (available at <a href="https://www.justice.qld.gov.au/legals/privacy">https://www.justice.qld.gov.au/legals/privacy</a>) and Disclaimer Notices (available at <a href="https://www.justice.qld.gov.au/legals/privacy">https://www.justice.qld.gov.au/legals/privacy</a>) and Disclaimer Notices (available at <a href="https://www.justice.qld.gov.au/legals/disclaimer">https://www.justice.qld.gov.au/legals/privacy</a>) and Disclaimer Notices (available at <a href="https://www.justice.qld.gov.au/legals/disclaimer">https://www.justice.qld.gov.au/legals/disclaimer</a>). If you would like a copy of these documents, please ask when you prepare this form.

		By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in our Privacy Policy and these Terms.
		We collect personal information about you in order to facilitate your registration and access to QTranscripts, and facilitate access to Transcription Records, Pre-Existing Transcription Records and Audio Recordings of Queensland Courts and Tribunals via the Department and their Transcription Service Providers, Epiq Australia Pty Ltd and VIQ Australia Pty Ltd and (our <i>Transcription Service Providers</i> ). We also collect your personal information in order to assess your eligibility under the Fee Waiver and Fee Exemption Policy – this may include the collection of information relating to your financial position. However, please ensure that your Tax File Number is not included or is obfuscated (that is, made unreadable) in any information submitted to the Department relating to your financial position. We may also collect your personal information for the purposes otherwise set out in our Privacy Policy.
1.	Collection Notice	We may disclose that information to third parties that help us deliver our services (including the Transcription Service Providers), judicial officers, and other third-party suppliers (such as information technology suppliers, communication suppliers, other Queensland Government Departments and our business partners) or as required by law.
		If you do not provide the information set out in the paper forms, we may not be able to provide you with the ability to purchase Transcription Records, Pre-Existing Transcription Records or Audio Recordings.
		Our Privacy Policy explains: (i) how we store and use, and how you may access your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please <u>ask</u> when you submit this form. You also have the right to request an amendment of your personal information that we hold in QTranscripts if you believe the information is inaccurate, incomplete, out of date or misleading. Please ask at the time of submitting the form or contact 1800 842 122.
		If you provide us with personal information on behalf of another person, you warrant that you have the person's consent to do so and that you have provided the person with details of these Terms (including our Privacy Policy).
		By accessing the Service, you agree:
2.	General	<ul> <li>to only request to access information you are properly authorised to access and that if you delegate access to another person (e.g. an authorised representative), you will be fully responsible for that person's request;</li> <li>to use information that you receive from the Department only for lawful purposes;</li> </ul>



	<ul> <li>that any instructions regarding your order provided by us, or notifications regarding Transcription Records, Pre-Existing Transcription Records and Audio Recordings, that are provided to you, form part of these Terms;</li> <li>placing a request for a Transcription Record, Pre-Existing Transcription Record or an Audio Recording does not necessarily mean that you are entitled to receive the records you have ordered. Transcription Records, Pre-Existing Transcription Records and Audio Recordings are released in accordance with the Recording of Evidence Act 1962, subordinate legislation and other legislation in force at the time an order is placed;</li> <li>access to Audio Recordings or Transcription Records and Pre-Existing Transcription Records is provided by the means of delivery you choose on the form. Further copies will need to be requested again (fees may apply).</li> </ul>	
3. Accuracy, completeness, and timeliness of information	While we use all reasonable attempts to ensure the accuracy and completeness of the information provided to you, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information provided to you, nor the Transcription Records, Pre-Existing Transcription Records or Audio Recordings ultimately supplied by the Department or Transcription Service Providers.	
4. Intellectual property rights	We own all rights, title and interest (including copyright and any other intellectual property rights) in the Transcription Records, Pre-Existing Transcription Records and Audio Recordings. To the extent you purchase a Transcription Record, Pre-Existing Transcription Record or Audio Recording from the Department or a Transcription Service Provider, we provide you a limited, personal, non-exclusive, revocable licence to use the Transcription Record, Pre-Existing Transcription Record or Audio Recording for the sole purpose of retaining a record of the proceeding to which the audio or transcript pertains. You must not copy or distribute a Transcription Record, Pre-Existing Transcription Record or Audio Recording for any other purpose without the Department's prior written consent. You agree that this section 4 overrides any licensing terms and conditions with respect to material owned by Queensland Government which may be published elsewhere, including on publicly accessible websites (such as Creative Commons licenses).	
5. Transcription Service Providers	<ul> <li>The Department has an arrangement in place with Transcription Service Providers to undertake the recording and transcription of some court proceedings. Except in the case of Transcription Records that are in the possession of the Department (<i>Pre-Existing Transcription Records</i>). Pre-Existing Transcription Records will be provided by the Department in accordance with section 6. For Transcription Records produced by Transcription Service Providers, you acknowledge that you are purchasing products and services from a third party, and that the Department is using QTranscripts as an intermediary platform only intended to facilitate your purchase of those products and services.</li> <li>You acknowledge and agree that: <ul> <li>a) all requests for Transcription Records must be made using QTranscripts or the manual form. You cannot approach a Transcription Service Provider directly to place an order for a Transcription Record;</li> <li>b) requests for a same day transcription must be made by RTS on your behalf, using QTranscripts no later than 9.30AM AEST on the same business day that the transcript is required to enable a Transcription Service Provider to meet delivery timeframes. Should you wish to place a same day transcript order after 9.30AM AEST on the same business day delivery is required, you will need to discuss this directly with the Transcription Service Provider the request;</li> <li>c) the Transcription Service Provider may require you to agree to additional terms and conditions regarding your purchase of Transcription Records;</li> </ul> </li> </ul>	



e)	a Transcription Service Provider can establish their own processes for managing payments for Transcription Records whereby a Transcription Service Provider may choose to take an upfront deposit, full payment upfront, invoice a customer or some other agreement which may be agreed with the Department from time to time;
f)	the Transcription Service Provider will be responsible for issuing an invoice to you concerning the purchase of Transcription Records or providing you with another payment mechanism such as an online payment platform gateway, or other payment mechanism provided by the Transcription Service Provider;
g)	you will be responsible for paying the Transcription Service Provider directly in accordance with that third party's terms and conditions;
h)	the Transcription Service Provider will be responsible for managing the administration of cost-sharing of Transcription Records between eligible parties;
i)	the Transcription Service Provider is responsible for the production of a Transcription Record and uploading it to QTranscripts;
j)	you acknowledge that Transcription Service Providers are not permitted to upload a Transcription Record to QTranscripts until full payment is received, except in circumstances where you have an account with the Transcription Service Provider and have agreed to their payment terms;
k)	the Department will be responsible for providing the audio or transcription record you have requested to you;
I)	the Department may from time to time reassign a Transcription Service Provider selected by you if this is required for operational efficiencies and / or to prevent multiple versions of the same Transcription Record being created;
m)	the Transcription Record delivery time commences:
i.	when a Transcription Record request is sent to the Transcription Service Provider, and does not include any time for the Department to consider the request; and
ii.	when the deposit is made, or full upfront payment is received if requested by the Transcription Service Provider.
n)	Transcription Service Providers are not permitted to retain a Transcription Record for more than 30 calendar days. If full payment for a Transcription Record has not been made, the Transcription Record will be destroyed by the Transcription Service Provider. Any fees already paid by you will not be refunded by the Transcription Service Provider. If the Transcription Record is required after 30 calendar days has elapsed, a new request will need to be made in QTranscripts or on the approved form and the relevant fees paid;
0)	if a District Court revisable Transcription Record is not released by a judicial officer, after 10 Business Days have elapsed, the Department will contact the Transcription Service Provider, cancel the order and advise that all fees paid by the requestor in relation to the District Court revisable Transcription Record are to be refunded;
p)	a Transcription Service Provider is responsible for providing discounts and rebates with respect to missed Transcription Record timeframes or quality issues. You are responsible for raising issues with the Transcription Service Provider by in writing; and
q)	if a Transcription Record requires correction due to an error, a request must be submitted by you in writing. It is the responsibility of the Transcription Service Provider to make any required transcript corrections.
information conta Provider is respo	ements, representations or warranties about the accuracy or completeness of any ained in the Transcription Records, and you acknowledge that the Transcription Service insible for the accuracy of any Transcription Record completed by that party and for anscription Records to QTranscripts once the Transcription Record is complete.



		Generallv speak	ting, the Department is responsible for the following in relation to the QTranscripts	
platform:				
		a)	administering requests for Pre-Existing Transcription Records (see below under the section titled 'Pre-Existing Transcription Records');	
		b)	administering requests for Audio Recordings (see below under the section titled 'Access to audio recordings');	
		c)	facilitating the management of revisable Transcription Records (excluding the function of revising a Transcription Record or Pre-Existing Transcription Record); and	
		d)	facilitating the redaction of Transcription Records and Pre-Existing Transcription Records.	
6.	The Department's responsibilities with respect to Pre-	Pre-Existing Tra	anscription Records	
	Existing Transcription Records and Audio Recordings	Pre-Existing Transcription Records relate to any records that are in the Department's possession. The Department will be responsible for managing any subsequent requests, including arranging payment. Issuing Pre-existing Transcription Records is the responsibility of the Department.		
		Payments for Pre-existing Transcription Records can be made via the Smart Services Queensland website (preferable) or in-person at a court registry. Cost-sharing provisions do not apply to Pre-Existing Transcription Records.		
		Access to audio	recordings	
			gs can be requested from the Department via QTranscripts, and fees may apply, which the Smart Services Queensland website (preferable) or in-person at a court registry.	
			ons may prevent you from being provided with the entire Audio Recording or portion of rding. Audio Recordings will be provided as a CD recording.	
7.	Fee waivers and fee exemptions	transcriptions or that would other	) of the <i>Recording of Evidence Act 1962</i> (Qld) provides for copies of records or n request to be available for persons at no cost or at a cost that is less than the amount wise be payable, in accordance with the entitlements prescribed under the <i>Recording of</i> <i>ation 2018</i> (Qld).	
		Fee Exemption	st a fee waiver or fee exemption by following the process outlined in the <b>Fee Waiver and</b> <b>Policy</b> . If you request a fee waiver or fee exemption, the Department will process your redance with the Fee Waiver and Fee Exemption Policy.	
		lf you have any	issue or concerns with:	
8.	Complaints	<ul> <li>b) a decis</li> <li>c) where</li> <li>d) the qua</li> <li>e) the tim</li> <li>f) other is</li> </ul>	nt for a Transcription Record, Pre-Existing Transcription or Audio Recording; sion relating to a fee waiver or exemption; a Transcription Record or Audio Recording is not released; ality or accuracy of a Transcription Record or Audio Recording; ing for delivery of a Transcription Record or Audio Recording; or asues or concerns regarding services delivered by the Department or Transcription e Providers,	
		A complaint sho	uld be raised by contacting the Department in writing.	
		-	t will review your complaint and determine whether it needs to be resolved by the by the Transcription Service Provider.	



	The Department is not responsible for the acts, or omissions, of the Transcription Service Providers and you agree, where we direct you to do so, to take up all relevant issues or concerns with the Transcription Service Provider.			
9. No commercial use	Access to a Transcription Record or Audio Recording is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Transcription Record or Audio Recording purchased from the Department or a Transcription Service Provider.			
10. Unacceptable activity	You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to the Department, including but not limited to any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals.			
11. Warranties and disclaimers	To the maximum extent permitted by law, including Australian Consumer Law, we make no warranties or representations about the Service, the Transcription Records, the Pre-Existing Transcription Records, or the Audio Recordings, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be timely, uninterrupted or error-free or free from viruses, or that QTranscripts will be secure.			
	We reserve the right to restrict, suspend or terminate without notice your access to the Service, at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.			
12. Liability	To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall the Department be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of the Service or QTranscripts and/or the information or materials accessed through it or contained on it.			
13. Jurisdiction and governing law	Your use of the Service and these Terms are governed by the law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.			
14. Definitions	The following definitions apply to these Terms: Audio Recordings means recordings of proceedings and other hearings in Queensland Courts and Tribunals that are in the possession of the Department. Department means the Department of Justice and Attorney-General. Fee Waiver and Fee Exemption Policy means the policy by that name available from the Department. Pre-Existing Transcription Records means Pre-Existing Transcription Records that are in the possession of the Department. Service means facilitating your access to Transcription Records, Pre-Existing Transcription Records and Audio Recordings of Queensland Courts and Tribunals. Terms means these Terms and Conditions, which include our Privacy Policy (available at https://www.justice.qld.gov.au/legals/privacy) and Disclaimer Notices (available at https://www.justice.qld.gov.au/legals/disclaimer). Transcription Records means written transcripts which are produced by the Transcription Service Providers in relation to the Queensland Courts and Tribunals.			



Queensland Courts and Tribunals means legal proceedings before the following jurisdictions in Queensland:
<ul> <li>Court of Appeal</li> <li>Supreme Court</li> <li>District Court</li> <li>Magistrates Court, including the Specialist Domestic and Family Violence Court and Coroners Court of Queensland.</li> <li>Queensland Civil and Administrative Tribunal (QCAT)</li> <li>Specialised Courts and Tribunals:         <ul> <li>Childrens Court</li> <li>Industrial Court of Queensland</li> <li>Land Court and Land Appeal Court of Queensland</li> <li>Mental Health Court</li> <li>Planning and Environment Court</li> <li>Queensland Industrial Relations Commission</li> </ul> </li> </ul>

