

REQUEST FOR TRANSCRIPT – VICTIM OF A PERSONAL OFFENCE

Lodgement 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	To find your local court registry, visit: https://www.courts.qld.gov.au/contacts/courthouses
Contact us by phone	1800 842 122 available Monday to Friday 8.30am to 4.00pm, excluding Queensland public holidays
Requests should generally be made in the QTranscripts System. This form is only to be used if QTranscripts access is not possible.	

Eligibility Details

A **personal offence** means an indictable offence committed, or alleged to have been committed, against the person of someone.

A **Victim**, of a personal offence, means a person against whom the offence is committed or alleged to have been committed.

If you are unsure if you are a victim of a personal offence or would like information and guidance on financial assistance and support services, you may wish to contact Victim Assist Queensland on 1300 546 587.

Under **Section 9 Recording of Evidence Regulation 2018**, if you are a victim of a personal offence the subject of a criminal proceeding **in the Supreme Court or the District Court** you are entitled to 1 free copy of (a) an existing transcription of a record under the Act of the proceeding; or (b) if a transcription does not exist - the part of the record under the Act, consisting of an audio recording, of the proceeding, and you satisfy one or more of the following categories:

Please tick the appropriate box:

- I am the victim of a personal offence
- The victim is a child, and I am the parent or legal representative of the child
- The victim is an adult who has died as a result of the personal offence. I am the spouse / parent / child / sibling of the victim
- I am the victim's legal representative
- I am the victim's guardian appointed under the Guardianship and Administration Act 2000
- I am the victim's attorney appointed by the person under an enduring power of attorney under the Powers of Attorney Act 1998

WARNING:

- A person who makes a verified statement that the person knows is false in a material particular when the person is required by law to make the statement in the form of a verified statement commits a crime. Maximum penalty - 7 years imprisonment. Section 193 *Criminal Code*.

- A person who makes a declaration that the person knows is false in a material particular, whether or not the person is permitted or required by law to make the declaration, before a person authorised by law to take or receive declarations, commits a misdemeanour. Maximum penalty - 3 years imprisonment. Section 194 *Criminal Code*.

Details of the person making the request	
Full Name	
Organisation name <i>(if applicable)</i>	
Phone / Mobile <i>(Incl. area code)</i>	
Postal address <i>(request sent to this address)</i>	

Details of the proceedings	
Matter Title <i>(R v Party 1, Party 1 v Party 2 etc)</i>	
Matter Number	
Court <i>(Supreme Court, District Court)</i>	
Judicial Officer / Presiding Member	
Jurisdiction	<input type="checkbox"/> Criminal
Court Location <i>(City/Courthouse)</i>	
Event Date/s Required <i>(please specify ALL required dates)</i>	

Transcript types available per jurisdiction are listed below	
Supreme Court	
<input type="checkbox"/> Audio of Proceeding <input type="checkbox"/> Pre-Trial Hearing <input type="checkbox"/> Trial	<input type="checkbox"/> Closing Addresses <input type="checkbox"/> Ruling** <input type="checkbox"/> Verdict
<input type="checkbox"/> Full Transcript <i>(Criminal trial transcript only)</i> <input type="checkbox"/> Sentence**	<input type="checkbox"/> Hearing <input type="checkbox"/> Sentence Submissions <input type="checkbox"/> Opening Addresses <input type="checkbox"/> Summing-Up/Redirections**
District Court (including Childrens Court of Queensland)	
<input type="checkbox"/> Audio of Proceeding <input type="checkbox"/> Pre-Trial Hearing <input type="checkbox"/> Trial	<input type="checkbox"/> Closing Addresses <input type="checkbox"/> Ruling** <input type="checkbox"/> Verdict
<input type="checkbox"/> Full Transcript <input type="checkbox"/> Sentence**	<input type="checkbox"/> Hearing <input type="checkbox"/> Sentence Submissions <input type="checkbox"/> Opening Addresses <input type="checkbox"/> Summing-Up/Redirections**
Comments <i>(e.g. Domestic and Family Violence Application or Child Protection Hearing or other information to assist with processing your request)</i>	
**Revisable transcripts are subject to revision and may impact the delivery turnaround timeframe	

Transcript Service Provider (TSP)	
Please select a TSP	<input type="checkbox"/> Epiq <input type="checkbox"/> VIQ
**Please note: The preferred TSP selected above will contact the applicant on the details provided on this application form	



Delivery requirements

Turnaround Timeframe	Please note: All requests are processed for delivery on a 10 working day turnaround from approval of the request. If you require the transcript earlier, please provide reasons below including future court dates and/or appeal lodgement dates relevant to the transcript request.
Reasons for expedited turnaround	
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.

I declare that the information provided in this form and the attached documents are true and correct to the best of my knowledge and belief.

I acknowledge that criminal penalties may apply for dishonestly obtaining a waiver of transcript fees.

Print Name:		Signature:		Date:	
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Identification requirements

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 **certified copies** 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: <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>

Primary documents (1 mandatory)	Points	Please tick if supplied
Australian visa	40	<input type="checkbox"/>
Birth certificate	50	<input type="checkbox"/>
Certificate of Australian citizenship	50	<input type="checkbox"/>
Driver licence	60	<input type="checkbox"/>
Passport (current or expired less than 3 years)	50	<input type="checkbox"/>
Secondary documents	Points	Please tick if supplied
Change of name certificate	40	<input type="checkbox"/>
Marriage certificate	40	<input type="checkbox"/>
Medicare card	40	<input type="checkbox"/>

Registry Use Only

"I have sighted the original identification documents in accordance with the proof of identity requirements set by Queensland Government Department of Justice & Attorney General, Recording and Transcription Services."

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 <https://www.justice.qld.gov.au/legals/privacy>) and Disclaimer Notices (available at <https://www.justice.qld.gov.au/legals/disclaimer>) (the **Terms**). If you would like a copy of these documents, please ask when you prepare this form.

<p>1. Collection Notice</p>	<p>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.</p> <p>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 Transcription Service Providers). 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.</p> <p>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.</p> <p>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.</p> <p>Our Privacy Policy explains:</p> <ul style="list-style-type: none"> (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 ask 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. <p>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).</p>
<p>2. General</p>	<p>By accessing the Service, you agree:</p> <ul style="list-style-type: none"> ▪ 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; ▪ to use information that you receive from the Department only for lawful purposes; ▪ 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;



	<ul style="list-style-type: none"> ▪ 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; ▪ 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).
<p>3. Accuracy, completeness, and timeliness of information</p>	<p>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.</p>
<p>4. Intellectual property rights</p>	<p>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.</p> <p>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).</p>
<p>5. Transcription Service Providers</p>	<p>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.</p> <p>You acknowledge and agree that:</p> <ol style="list-style-type: none"> 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; 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 who may or may not accept the request; c) the Transcription Service Provider may require you to agree to additional terms and conditions regarding your purchase of Transcription Records; d) you will enter into a contractual relationship with the Transcription Service Provider for the purchase of Transcription Records which is outside of the control of the Department; 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



	<p>payment mechanism such as an online payment platform gateway, or other payment mechanism provided by the Transcription Service Provider;</p> <ul style="list-style-type: none"> 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; l) 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: <ul style="list-style-type: none"> 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; o) 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. <p>We make no statements, representations or warranties about the accuracy or completeness of any information contained in the Transcription Records, and you acknowledge that the Transcription Service Provider is responsible for the accuracy of any Transcription Record completed by that party and for uploading the Transcription Records to QTranscripts once the Transcription Record is complete.</p>
<p>6. The Department's responsibilities with respect to Pre-Existing Transcription Records and</p>	<p>Generally speaking, the Department is responsible for the following in relation to the QTranscripts platform:</p> <ul style="list-style-type: none"> 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');



<p>Audio Recordings</p>	<p>c) facilitating the management of revisable Transcription Records (excluding the function of revising a Transcription Record or Pre-Existing Transcription Record); and</p> <p>d) facilitating the redaction of Transcription Records and Pre-Existing Transcription Records.</p> <p><i>Pre-Existing Transcription Records</i></p> <p>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.</p> <p>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.</p> <p><i>Access to audio recordings</i></p> <p>Audio Recordings can be requested from the Department via QTranscripts, and fees may apply, which can be paid via the Smart Services Queensland website (preferable) or in-person at a court registry.</p> <p>Access restrictions may prevent you from being provided with the entire Audio Recording or portion of the Audio Recording. Audio Recordings will be provided as a CD recording.</p>
<p>7. Fee waivers and fee exemptions</p>	<p>Section 5B(3)(b) of the <i>Recording of Evidence Act 1962</i> (Qld) provides for copies of records or transcriptions on request to be available for persons at no cost or at a cost that is less than the amount that would otherwise be payable, in accordance with the entitlements prescribed under the <i>Recording of Evidence Regulation 2018</i> (Qld).</p> <p>You may request a fee waiver or fee exemption by following the process outlined in the Fee Waiver and Fee Exemption Policy. If you request a fee waiver or fee exemption, the Department will process your request in accordance with the Fee Waiver and Fee Exemption Policy.</p>
<p>8. Complaints</p>	<p>If you have any issue or concerns with:</p> <ul style="list-style-type: none"> a) payment for a Transcription Record, Pre-Existing Transcription or Audio Recording; b) a decision relating to a fee waiver or exemption; c) where a Transcription Record or Audio Recording is not released; d) the quality or accuracy of a Transcription Record or Audio Recording; e) the timing for delivery of a Transcription Record or Audio Recording; f) other issues or concerns regarding services delivered by the Department or Transcription Service Providers, <p>A complaint should be raised by contacting the Department in writing.</p> <p>The Department will review your complaint and determine whether it needs to be resolved by the Department or by the Transcription Service Provider.</p> <p>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.</p>
<p>9. No commercial use</p>	<p>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.</p>
<p>10. Unacceptable activity</p>	<p>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.</p>



<p>11. Warranties and disclaimers</p>	<p>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.</p> <p>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.</p>
<p>12. Liability</p>	<p>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.</p>
<p>13. Jurisdiction and governing law</p>	<p>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.</p>
<p>14. Definitions</p>	<p>The following definitions apply to these Terms:</p> <p>Audio Recordings means recordings of proceedings and other hearings in Queensland Courts and Tribunals that are in the possession of the Department.</p> <p>Department means the Department of Justice and Attorney-General.</p> <p>Fee Waiver and Fee Exemption Policy means the policy by that name available from the Department.</p> <p>Pre-Existing Transcription Records means Pre-Existing Transcription Records that are in the possession of the Department.</p> <p>Service means facilitating your access to Transcription Records, Pre-Existing Transcription Records and Audio Recordings of Queensland Courts and Tribunals.</p> <p>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).</p> <p>Transcription Records means written transcripts which are produced by the Transcription Service Providers in relation to the Queensland Courts and Tribunals.</p> <p>Queensland Courts and Tribunals means legal proceedings before the following jurisdictions in Queensland:</p> <ul style="list-style-type: none"> ▪ Court of Appeal ▪ Supreme Court ▪ District Court ▪ Magistrates Court, including the Specialist Domestic and Family Violence Court and Coroners Court of Queensland. ▪ Queensland Civil and Administrative Tribunal (QCAT) ▪ Specialised Courts and Tribunals: <ul style="list-style-type: none"> ○ Childrens Court ○ Industrial Court of Queensland ○ Land Court and Land Appeal Court of Queensland ○ Mental Health Court ○ Planning and Environment Court ○ Queensland Industrial Relations Commission

