

REQUEST FOR TRANSCRIPT - COST SHARING

Before you complete this form

Use this form if you cannot use QTranscripts to request a transcript. Manual requests may take longer to process than requests submitted through QTranscripts.

Do not use this form if

You are applying for a Financial Hardship Fee Waiver – use the Financial Hardship Fee Waiver Form

You are a Victim of a Personal Offence and are eligible for a free transcript – use the Victim of a Personal Offence Form.

You require audio of the proceeding – audio cannot be requested using this form.

How to submit this form

By Post	Department of Justice Recording and Transcription Services GPO Box 1649 Brisbane Qld 4001
In Person	Present the completed form at your local court registry. For a full list of Queensland Court Registries visit: https://www.courts.qld.gov.au/contacts/courthouses
Contact us by phone	1800 842 122 Monday to Friday 8.30am to 4.00pm, excluding Queensland public holidays

Sharing Transcript Costs

- Each applicant must be a party to the proceeding and be eligible to receive the transcript.
- Parties should agree in advance to share transcript costs.
- Cost sharing request will not be processed when the transcript already exists. In these instances, each party will be required to pay the regulated fee as per the *Recording of Evidence Regulation 2023*.
- An applicant approved for a Financial Hardship Fee Waiver cannot enter a cost share for the same transcript.
- For more information, please view the Transcript Cost Sharing Policy available on the Queensland Courts webpage.

1. Your Details

Full Name	
Organisation name (if applicable)	
Phone / Mobile (Incl. area code)	
Email address (For order processing and invoicing purposes. Transcripts will not be distributed via email)	
Involvement (Party, Non-Party, Legal Representative etc)	

2. Details of the Court Proceeding

Matter Title (R v Party 1, Party 1 v Party 2 etc)				
Matter Number				
Court or Tribunal	☐ Court of Appeal	☐ Supreme Court	☐ District Court	☐ Magistrates Court
	☐ QCAT	☐ QIRC	☐ Coroners Court	
Judicial Officer / Presiding Member				
Jurisdiction	☐ Civil	☐ Criminal	☐ Other:	

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

3. Select the product(s) you are requesting.

Complete only the section for the court or tribunal selected in Section 2. Select all products that you require.

Court of Appeal

☐ Extract* ☐ Hearing ☐ Judgment**

Supreme Court Supreme Court or District Court (including Planning and Environment and Childrens Court)

Please note requests for s13A/B, S21E or a Pre-Recorded Evidence require a Court Order authorising release.
Please attach the relevant Court Order to this request where applicable.

☐ Closing Addresses ☐ Ellipses ☐ Extract* ☐ Full Transcript ☐ Hearing
☐ Judgment** ☐ Opening Addresses ☐ Order** ☐ Pre-Recorded Evidence ☐ Pre-Trial Hearing
☐ Ruling** ☐ Sentence** ☐ S13A/B or S21E Sentence** ☐ Sentence Submissions ☐ S13A/B Sentence Submissions
☐ Summing-Up/Redirections** ☐ Trial ☐ Verdict

Magistrates Court (including Childrens Court, Domestic and Family Violence Court and Murri Court)

Important: If a Decision was handed down and you require a transcript of the entire proceeding, you must select both Hearing and Decision.

☐ Committal ☐ Decision ☐ 13A/B Decision ☐ Extract* ☐ Hearing
☐ 13A/B Hearing ☐ Pre-Recorded Evidence

QCAT

☐ Decision ☐ Extract* ☐ Hearing

QIRC

☐ Decision ☐ Extract* ☐ Hearing

Coroners Court of Queensland

☐ Extract* ☐ Findings ☐ Inquest ☐ Extract*

***If you selected 'Extract' please tell us exactly which part of the proceeding you require.**

Specific Portion:
If known.

Start time:

Finish time:

4. Cost Sharing Details

Have you received agreement to share costs with other party/parties to the proceeding?

☐ Yes

☐ No

Number of parties including yourself agreeing to this Cost Share:

5. Please provide details for each Cost Share party, including yourself**The cost does not need to be split evenly between parties, but agreed split must add up to 100% of the total cost.**

Full Name	Postal Address	Email Address	Phone Number	Split %

6. Payment

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

Prices may vary depending on turnaround selected. For an estimate, please call 1800 842 122. An estimate may not reflect the final cost and may change depending on the length and availability of the request.

Invoice delivery preference

- ☐ Please send my invoice by **email**
☐ Please send my invoice by **post**

7. Turnaround Timeframe

☐ 3 Days ☐ 5 Days ☐ 10 Days ☐ 20 Days

The selected turnaround commences when the Transcription request is sent to the Transcription Service Provider. It does not include time for the Department to consider the request; or where applicable, the time between the request and payment.

****Revisable transcripts:**

Revisable transcripts are subject to revision and may impact the delivery turnaround timeframe.

8. Declaration - please review and complete this section before submitting the form.

© The State of Queensland (Department of Justice). 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 104(b) 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, Courts and Tribunals.

The Department of Justice (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 provider 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)

☐ I understand Recording and Transcription Services will only process this request if there is no restriction on release.

Print Name:		Signature:		Date:	
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9. Proof of Identity

Please note all Cost Share parties are required to provide appropriate identification documents.

You must provide at least two identity documents.

Option 1: one document from the First Credential list AND one document from the Second Credential list

OR

Option 2: two different documents from the First Credential list.

If lodging your form in person:

Please take your original documentation 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, 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>

First Credential	Tick the document you are supplying
Driver Licence	☐
Queensland Marine Licence	☐
Queensland photo identification card/proof of age card	☐
Australian Passport	☐
Immigration Card	☐
Australian visa	☐
Second Credential	Tick the document you are supplying
Certificate of Descent	☐
Certificate of Australian citizenship	☐
Birth certificate	☐
Medicare card	☐

10. 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, Recording and Transcription Services."

Name of Registry Officer		Date:	
Signature of Registry Officer:			

Terms and Conditions

Note: These Terms and Conditions apply, where relevant, to all offline manual forms and requests for Transcription Records or Audio Recordings.

The provision of audio and transcription records by the Department of Justice 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 (**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). 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.

1. Collection Notice	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 the Transcription Service Provider. 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. We may disclose that information to third parties that help us deliver our services (including the Transcription Service Provider) 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 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. 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).
2. General	By accessing the Service, you agree: ▪ 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. ▪ 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 <i>Recording of Evidence Act 1962</i>, 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).
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 Provider.

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 Provider	The Department has an arrangement in place with Transcription Service Provider 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 (Pre-Existing Transcription Records). Pre-Existing Transcription Records will be provided by the Department in accordance with section 6. For Transcription Records produced by the Transcription Service Provider, 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. You acknowledge and agree that: 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 9.00AM AEST on the same business day that the transcript is required to enable a Transcription Service Provider to meet delivery timeframes. 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 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 Provider is 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:

	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 Provider is 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) Transcription Service Provider is responsible for providing discounts and rebates with respect to quality issues. You are responsible for raising issues with the Transcription Service Provider in writing; and p) 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. 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.
6. The Department's responsibilities with respect to Pre-Existing Transcription Records and Audio Recordings	Generally speaking, 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. <i>Pre-Existing Transcription Records</i> 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. <i>Access to audio recordings</i> Audio Recordings can be requested from the Department via QTranscripts or by completing this form, and fees may apply, which can be paid via the Smart Services Queensland website (preferable) or in-person at a court registry. 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 or USB recording.
7. Fee waivers and fee exemptions	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). 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.

8. Complaints	If you have any issue or concerns with: 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; or f) other issues or concerns regarding services delivered by the Department or Transcription Service Provider. A complaint should be raised by contacting the Department in writing or via the Feedback Task on QTranscripts. The Department will review your complaint and determine whether it needs to be resolved by the Department or by the Transcription Service Provider. The Department is not responsible for the acts, or omissions, of the Transcription Service Provider 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.