

MEMORANDUM

To: Transcript Oversight Committee

FROM: Scott Tredwell, General Counsel

COPIED: [REDACTED]

SUBJECT: VIQ Contract – outline of issues raised at Senate Estimates

DATE: 13 February 2026

Purpose

The purpose of this memo is to provide an outline of issues that were raised at Senate Estimates on 1 December 2025 and 9 February 2026 in relation to the VIQ contract (PA-2020-0019 as novated, varied and extended).¹

Issues from Transcript dated 1 December 2025

The following issues were raised in Senate Estimates in the hearing on 1 December 2025:

1. Prohibitive costs of court transcripts for federal proceedings, said to be \$2,000 to \$5,000 per day.²
2. Lower quality standards compared to previous Auscript standards, when it was publicly run – including transcripts attributing dialogue to the wrong person, name the wrong legal practitioners, contain multiple typographical errors, and in one case had 2 hours of proceedings missing entirely.³
3. Whether there is a set of policy settings inside the department that endorses privatised

¹ Deed of Novation (Retiring party: Auscript Australasia Pty Ltd) dated November 2021; Deed of Novation and Variation (Outgoing party: VIQ Solutions Australia Pty Ltd) dated July 2024 (Second Deed); correspondence between the parties regarding the exercise of the first option to extend (17, 22 July 2024).

² Legal and Constitutional Affairs Legislation Committee, Senate committee, Estimates, 1 December 2025, see https://parlinfo.aph.gov.au/parlInfo/download/committees/estimate/29006/toc_pdf/Legal%20and%20Constitutional%20Affairs%20Legislation%20Committee_2025_12_01.pdf;fileType=application%2Fpdf#search=%22attorney%20general%22 (Transcript) at 33, 36 and 121.

³ Transcript at 33 and 36.

court transcription services for our public courts.⁴

4. Access to justice implications with transcripts that are delayed, costly, or inaccurate.⁵
5. Litigants in the FCFCOA being refused access to audio transcripts, or only getting access to audio recordings in exceptional circumstances and only if a Judge orders it (even though it may be critical for the litigant in preparing submissions, considering an appeal, or challenging an interlocutory decision).⁶
6. The transcription services having been privatised, to an offshore company based in North America, which has a monopoly on providing court transcripts for the FCFCOA (noting that this raises security and integrity issues).⁷
7. Whether the courts have been frank with the AGD about its engagements with respect to transcription providers.⁸
8. Whether the transcript provider is simply running proceedings through an AI model at probably close to zero cost and churning out error-laden transcripts and charging \$3,000-\$5,000 a day.⁹
9. Judges potentially editing transcripts unsupervised (saying that this supports the implementation of a federal judicial commission, to provide a venue to resolve complaints against a Judge).¹⁰
10. What contractual measures exist to protect the privacy and integrity of the data VIQ have obtained?¹¹
11. Where is the data held – by VIQ in Australia on Australian servers, or overseas? What's the data protection like in practice?¹²
12. When does the contract expire with VIQ?¹³
13. Are there termination provisions in the contract for when there have been repeated breaches?¹⁴
14. Whether the costs schedule in the contract can be provided or published.¹⁵
15. The level of discretion Judges have to edit transcripts, and whether there is any oversight to decisions made by Judges to edit transcripts (noting that this issue goes well beyond reasons for a decision, with some barristers noting that some transcripts have not lined

⁴ Transcript at 33.

⁵ Transcript at 35.

⁶ Transcript at 35 and 36.

⁷ Transcript at 36 and 37.

⁸ Transcript at 36.

⁹ Transcript at 36.

¹⁰ Transcript at 37.

¹¹ Transcript at 37 and 121.

¹² Transcript at 121.

¹³ Transcript at 121.

¹⁴ Transcript at 121.

¹⁵ Transcript at 121.

up with their recollection of the proceeding).¹⁶

16. What are the complaint processes to handle any specific allegations or complaints about Judges editing transcripts?¹⁷

17. Recordings are 'only available in exceptional circumstances' – who sets the exception circumstances threshold? Is the FCFCOA intending to clarify on its website, and to litigants and lawyers, the circumstances in which they can get access to a recording?¹⁸

In addition to the abovementioned issues, two further issues were raised – not by the Senator, but as part of the responses to the questions raised by the Senator. Those two issues were:

18. There has been significant disruption in the transcription industry, including with respect to technology.¹⁹

19. The need to consider safety issues when giving access to non-parties, including s 114Q of the *Family Law Act 1975* (Cth) which protects the anonymity of parties in family law proceedings.²⁰

Three questions were taken on notice by the FCFCOA at this hearing. Those questions, and the responses to them, have been annexed to this memorandum and marked as Annexures 1 (SBE25-292), 2 (SBE25-332) and 3 (SBE25-333).

The Office of the Attorney-General then asked follow-up questions with respect to the response to question on notice SBE25-333. A copy of the response to those follow-up questions has been annexed to this memorandum and marked as Annexure 4.

Issues from Transcript dated 1 December 2025

The following issues were raised in Senate Estimates in the hearing on 1 December 2025:

20. Whether there were restrictions on VIQ offshoring transcripts and offshoring audio at the time VIQ purchased Auscript in 2021.²¹

21. Is the Entity aware of any subcontractors VIQ is currently using for its transcripts?²²

22. Are you aware that VIQ is now using an AI-based software called NetScribe? Has the Entity undertaken any checks in this regard?²³

23. Does VIQ have an obligation to keep the Entity informed if they are making significant

¹⁶ Transcript at 121 and 122.

¹⁷ Transcript at 122.

¹⁸ Transcript at 123.

¹⁹ Transcript at 120.

²⁰ Transcript at 120.

²¹ Legal and Constitutional Affairs Legislation Committee, Senate committee, Estimates, 9 February 2026, see https://parlinfo.aph.gov.au/parlInfo/download/committees/estimate/29360/toc_pdf/Legal%20and%20Constitutional%20Affairs%20Legislation%20Committee_2026_02_09.pdf;fileType=application%2Fpdf#search=%22committees/estimate/29360/0000%22 (Transcript) at 96.

²² Transcript at 96.

²³ Transcript at 96.

changes in how they are operating?²⁴

24. Is the Entity aware that NetScribe is owned and operated by e24 Technologies? Would the Entity be aware that e24 Technologies uses offshore contractors based in India for its transcription services?²⁵
25. Does the contract prohibit VIQ using AI-based software for the transcription?²⁶
26. Has the Entity undertaken inquiries as to whether or not VIQ is offshoring any of its transcripts to India?²⁷
27. What ongoing integrity tests and checks have the Entity been undertaking in relation to these external transcription services over the life of this contract? For example, has there been any forensic assessment or some kind of independent vetting or independent audit of what has been happening in people's transcripts?²⁸
28. Between the ABC reporting in November 2025 and the letter that was sent from the Entity to VIQ on 5 February 2026, what has been done about the concerns raised?²⁹
29. Over the last 5 years, what has the Entity been doing to check that its transcription contract is being complied with, including to ensure that sensitive information is being treated consistently with the contract and only being provided by people who have been given security clearance and vetted? This means not simply relying upon a bare contractual term, but getting some sort of independent report or audit.³⁰
30. Did VIQ, in any of the monthly or quarterly meetings, disclose the large number of quality and assurance personnel that it sacked from its team and how they were going to make good that massive loss of personnel?³¹
31. Did VIQ disclose that it restricted the WA Department of Justice portal for its Australian staff? Did they explain, if Australian staff weren't accessing it, who was getting access to the transcripts from WA?³²
32. What role did the FCFCOA have in actions the Entity is taking with VIQ?³³
33. Has the FCFCOA had any independent information coming to you about VIQ losing staff and/or the quality of the transcription services?³⁴

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²⁴ Transcript at 96.

²⁵ Transcript at 96.

²⁶ Transcript at 96.

²⁷ Transcript at 96.

²⁸ Transcript at 97.

²⁹ Transcript at 97.

³⁰ Transcript at 97 and 98.

³¹ Transcript at 98.

³² Transcript at 99.

³³ Transcript at 102.

³⁴ Transcript at 103.

ANNEXURE 1

SENATE STANDING COMMITTEE ON LEGAL AND CONSTITUTIONAL AFFAIRS

SUPPLEMENTARY BUDGET ESTIMATES 2025-2026

PA-Federal Circuit Court and Family Court of Australia

SBE25-292 - Court transcription service

Senator David Shoebridge asked the following question on 01 December 2025:

Senator SHOEBRIDGE: So how is it that litigants in the Federal Circuit and Family Court can get access to the audiorecording of proceedings only in exceptional circumstances and only if a judge orders it, even though that might be absolutely critical for them doing submissions, considering an appeal, challenging interlocutory decisions? What's the exceptional circumstances test about that?

Ms Jones: In terms of the provision of services, we've always worked with the courts, but it's primarily the responsibility of the courts. If there are ongoing issues around the quality of transcription services, I suspect you will probably raise it with the courts later today and we will, in our usual way, engage with them to look at the general issue of both the quality and availability of transcription services.

Senator SHOEBRIDGE: Of course, courts have their own autonomy and need their own autonomy, but the government also has a quite legitimate interest in ensuring that litigants before the courts—the Australian public—have access to justice. That's a quite legitimate concern for the parliament and the Executive, isn't it?

Ms Jones: Yes, it is.

Senator SHOEBRIDGE: So we have courts that have privatised their transcription service—in this case the Federal Circuit and Family Court. That private entity is charging litigants \$2,000, \$3,000, \$4,000 or \$5,000 a day for transcripts. And then the court is protecting that business model by refusing to give litigants access to the audiotranscripts. That's a problem, isn't it? It's a political problem as much as it's a justice problem.

...

Senator SHOEBRIDGE: Minister, this is like the lurk of all lurks, isn't it? This is from a private company based in North America, which has got a monopoly on providing court transcripts for the Federal Circuit and Family Court, and charging \$3,000 to \$5,000 a day for transcripts, when it looks like they're just running it through an AI model at probably close to zero cost and churning out error-laden transcripts. I mean, you can't be satisfied with that, can you?

Senator Farrell: I can't what?

Senator SHOEBRIDGE: You can't be satisfied with that, can you? Some North American company charging people in Australia \$3,000 to \$5,000 for a day of transcript that's riddled with errors and no doubt produced just feeding it into an AI.

Senator Farrell: Well, one of the features of the free trade agreement between Australia and the United States is that American companies are entitled to bid for the supply of services in Australia. I imagine—and I don't know this for sure—that at some point in time they've bid for this particular service, just as under our free trade agreement Australian companies can bid for services to be provided into the United States.

Senator SHOEBRIDGE: Minister, I think this entity is based in Ontario. It's got a big footprint in Phoenix and a big chunk in Sydney, but I think its headquarters is in Ontario.

Senator Farrell: Ontario, okay.

CHAIR: Can I just remind you, Senator, to let the minister answer his question?

Senator Farrell: I thought you were describing it as an American company.

Senator SHOEBRIDGE: I think I said North American.

Senator Farrell: Yes, you could have said North American and I just assumed that was the United States. But my answer is still the same: we have a free trade agreement with Canada.

Senator SCARR: And the Europeans too?

Senator Farrell: Not the Europeans yet, Senator Scarr, but we're not very far away, let me tell you.

Senator SHOEBRIDGE: Free trade agreements are all well and good.

Senator Farrell: No, no, no. I was giving you a serious response there because we take our obligations under our free trade agreements seriously and, if a contract at some stage went out and this company was successful in getting the contract, well, so be it. But I don't know enough about the particulars of this arrangement, Senator Shoebridge, and I don't want to mislead you in any way or give you the wrong advice. I shall consult with the Attorney-General and, as I always do, I'll come back with a formal response from her about this issue.

Senator SHOEBRIDGE: And, Minister, in seeking that response from the Attorney-General, can you ask if the Attorney-General will raise with the federal courts the barrier to providing audiotranscripts to litigants? As I think I put in a question to the secretary, the current barrier in the Federal Circuit and Family Court is that the audiorecordings will only be provided in exceptional circumstances.

Senator Farrell: I shall provide the minister with a copy of your questions and ask her to respond.

...

Senator SHOEBRIDGE: Minister, Federal Court proceedings can be absolutely critical for determining fundamental national interest points. The scope of federal powers, contesting federal legislation and contesting executive decisions are critical to the national interest. Do you think it's appropriate that the transcription services for those proceedings are offshored, being dealt with on a cloud in offshore Ontario? Do you think it's appropriate for that to be privatised to an offshore company?

Senator Farrell: Again, I refer back to some of the reasons why this particular company may have been successful in a bid to provide those services. One imagines that all of the requisite security issues would have been canvassed at the time that this decision was made. When we enter into these free trade agreements, they are legally binding documents. They do impose obligations on Australia as to how we treat bids from other countries for the supply of particular services. So we have to be mindful that, having reached those agreements in the first instance, unlike some other countries, we do take seriously our obligations to comply with those laws. There is always going to be a national interest consideration in a range of particular services that we supply. Before I give a formal response to that question, Senator, I'd prefer to know a little more about how these decisions were made, what considerations were made, and what obligations there are on the supplier of this particular service. But I shall endeavour to do all of that and come back to you with a formal response.

Senator SHOEBRIDGE: Thank you, Minister, I appreciate that. And, if you could, would you include in that response what contractual measures there are to protect the privacy and integrity of the data that they've obtained?

Senator Farrell: Yes, I'll look at all of the issues around the supply of this particular contract.

The response to the senator's question is as follows:

The Federal Circuit and Family Court of Australia (Division 1) and the Federal Circuit and Family Court of Australia (Division 2) (Courts) refer to pages 119-123 of the [Hansard](#) of the Legal and Constitutional Affairs Legislation Committee Hearing on 1 December 2025, where the Chief Executive Officer and Principal Registrar of the Courts, Mr David Pringle PSM, provided a clarifying statement regarding transcription services provided to the Courts. In addition, please see the Courts' response to SBE25-335 (Access to Recordings).

The Courts cannot comment on the position of Government in relation to this matter.

In relation to the Senator's question as to what contractual measures there are to protect the privacy and integrity of the data obtained by the transcript and recording provider, VIQ Solutions Pty Ltd, questions regarding the contract for recording and transcription services are a matter for the Federal Court of Australia Entity (Entity).

In order to facilitate a response to the Senator's question, the Courts have referred the question to the Entity and provide, through this answer, the Entity's response.

The relevant contractual clauses are clauses 51 (Confidentiality), 52 (Privacy), 53 (Notifiable Data Breach), 54 (Security), and Schedule 8 to the Contract (Commonwealth Law and Policies), which are set out below.

Confidentiality

Clause 51.1 in relation to confidentiality provides:

Subject to clause 51.6, a party must not, without prior Notice of consent from the other party, disclose any Confidential Information of the other party to a third party.

"Confidential Information" is defined in Schedule 4 (Glossary) to the Contract to include Customer Data and information designated by the Customer as confidential (pages 221-222).

"Customer Data" is defined in Schedule 4 (page 223) to mean all data and information (including Personal Information) generated by or relating to the Services or the Customer and its functions (including data and information relating to the Customer Personnel, Users, Stakeholders and other Entities) in whatever form that data and information may exist. For clarity, Customer Data includes the Transcripts and Recordings.

Clause 51.6 provides that the confidentiality obligations of the parties under clause 51 will not be taken to have been breached to the extent that Confidential Information is, for example, disclosed by a party to its Personnel solely in order to comply with obligations or exercise rights under the Contract.

Schedule 8 to the Contract (page 244) provides additional obligations of confidentiality, where the Service Provider acknowledges that:

- section 121(1)* of the *Family Law Act 1975* (Cth) makes it an offence punishable by imprisonment for up to one year to provide an account of family law proceedings to the public or a section of the public that identifies parties or other persons involved in family law proceedings, other than in the limited circumstances outlined in section 121(9); and

- obligations may be imposed on the Service Provider under legislation including under section 91X of the *Migration Act 1958* (Cth). The Service Provider also acknowledges that a direction or order may be made that the whole or part of proceedings, including any transcript of the proceedings, is confidential. The Service Provider must comply with any such direction or order.

* It is noted that this contract was executed prior to the 2023 amendments to the *Family Law Act 1975*, as such any reference to section 121 of the Family Law Act would now be a reference to section 114Q of the Family Law Act.

Privacy

Clause 52.1 in relation to privacy provides:

The Service Provider acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act and must in respect of the performance of its obligations under this Contract (and must ensure its Personnel do likewise):

These privacy obligations include that the Service Provider:

comply with the security obligations set out in this Contract in relation to the collection, storage, use or disclosure of any Personal Information obtained in the course of providing Services under this Contract (clause 52.1.6); and

not transfer any Personal Information obtained as a result of, or in connection with, providing the Services to, or allow access to such Personal Information from, a location outside of Australia unless the Customer Representative has given prior written permission and then only to the extent permitted and in accordance with any conditions contained in that permission (clause 52.1.7).

Notifiable Data Breach

Clause 53.1 in relation to notifiable data breaches provides:

If the Service Provider becomes aware of an event which could amount to an Eligible Data Breach in connection with the provision of the Services:

53.1.1 the Service Provider must as soon as possible, but within 2 Business Days, Notify the Customer;

53.1.2 comply with its obligations under the Privacy Act in relation to that event;

53.1.3 provide the Customer with all information requested by the Customer about the event; and

53.1.4 if requested, allow the Customer to participate in the Service Provider's assessment of the event and whether it amounts to an Eligible Data Breach.

Schedule 4 (Glossary) defines Eligible Data Breach to have the same meaning given to that term in Division 2 of Part IIIC of the *Privacy Act 1988* (Cth).

Security

Clause 54.1 in relation to security provides:

The Service Provider must, and must ensure that its Subcontractors and Personnel comply with, all relevant security procedures and other security requirements as set out in the Statement of Requirements or as otherwise Notified from the Customer.

Clause 54.4 provides for supply chain integrity, providing:

The Service Provider must ensure the security, confidentiality and availability of all hardware, software and other technology (including cloud services and telecommunications equipment) used to provide the Services; and maintain the integrity of the supply chain in relation to any hardware and software used to provide the Services.

Clause 54.6 provides that the Service Provider must develop a Data Protection Plan and Data Protection Protocols that specifies how stored Recordings and Transcripts will be protected from unauthorised access.

ANNEXURE 2

SENATE STANDING COMMITTEE ON LEGAL AND CONSTITUTIONAL AFFAIRS

ATTORNEY-GENERAL'S PORTFOLIO

SUPPLEMENTARY BUDGET ESTIMATES 2025-2026

PA-Federal Circuit Court and Family Court of Australia

SBE25-332 Transcript contract provisions

Senator David Shoebridge asked the following question on 01 December 2025:

Senator SHOEBRIDGE: Thank you for giving that background. It's actually very useful, Registrar. In terms of the privacy protections, are you able on notice to provide the contractual provisions that provide the privacy protections and, to the extent that you are aware, where the data is held? I'm assume it's digital records. Is that held by VIQ in Australia on Australian servers? Is it held overseas? What's the data protection like in practice?

Mr Pringle: I'd have to refer that question on notice to the Federal Court of Australia entity, because they run all IT services across not just our two courts but the Federal Court and the Native Title Tribunal. They would be able to answer those questions.

Senator SHOEBRIDGE: Would you take it on notice to the extent that you can provide that answer. I'll also put the question on notice to the Federal Court entity. When does the contract expire with VIQ Solutions, and are there termination provisions where there have been repeated breaches?

Mr Pringle: I understand the current contract expires in June next year, but there are renewal options that the entity is considering, in consultation with the courts. You asked earlier if I can clarify certain provisions, including privacy provisions. I'll have to take on notice what provisions are commercial in confidence. I do not know the answer to that because we don't manage the contract.

Senator SHOEBRIDGE: Registrar, I'm comfortable for you take it on notice, and obviously you don't have them here, so you have to take it on notice anyhow.

Mr Pringle: Yes.

The response to the senator's question is as follows:

Any questions regarding the contract for recording and transcription services are a matter for the Federal Court of Australia Entity (Entity).

In order to facilitate a response to the Senator's question, the Federal Circuit and Family Court of Australia (Division 1) and the Federal Circuit and Family Court of Australia (Division 2) (the Courts) have referred the question to the Entity and provide, through this answer, the Entity's response.

Privacy and data protections

Matters related to privacy are managed under clause 52 of the Contract. Clause 52 has been extracted in *Attachment A*.

Matters related to data protection are managed under clause 53 of the Contract. Clause 53 has been extracted in *Attachment A*.

Under the security requirements provisions of the Contract, the service provider is required to ensure that the data is to be stored and accessed in Australia. The requirement is found in clause 54.6 of the Contract. Clause 54.6 has been extracted in *Attachment A*. Permission is required under the Contract to store or access “customer data” outside of Australia (Clause 54.6.4). No such permission has been granted. In practice, matters including data protection as outlined under the relevant clauses in the Contract are discussed at the monthly contract management meetings as well as the quarterly management meetings.

Expiration and termination clauses

The Contract is due to expire on 30 June 2026. There will be one option term of two years available to the parties to exercise at that time, should they consider it appropriate.

Termination arises under the Contract when there are breaches not capable of remedy or when breaches are failed to be remedied within appropriate timeframes. Relevantly, clause 62 of the Contract allow the Customer to terminate the Contract when:

*62.1.1 the Service Provider commits a breach of this Contract where that breach is not capable of remedy;
or*

62.1.2 the Service Provider commits a material breach of this Contract and fails to remedy the breach within 20 Business Days or such other timeframe as is agreed in writing after receiving Notice requiring it to do so.

The complete clause 62 has been extracted in *Attachment A*. The clause includes the definition of “*material breach*”.

Attachment A - SBE25-332 Transcript contract provisions

52. Privacy

Obligations

52.1 The Service Provider acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act and must in respect of the performance of its obligations under this Contract (and must ensure its Personnel do likewise):

52.1.1 comply with its obligations under the Privacy Act including all applicable regulations and registered APP Codes;

52.1.2 not perform, or omit to perform, any act or practice in connection with this Contract which, if performed or omitted by the Customer or another User, would be a breach of the Privacy Act;

52.1.3 not perform, or omit to perform, any act or practice in connection with this Contract which may or would cause the Customer or another User to be in breach of the Customer's obligations under the Privacy Act;

52.1.4 only collect, use, disclose, store, retain and dispose of any Personal Information obtained in the course of providing Services under this Contract for the purposes of, and as required by, this Contract;

52.1.5 without limiting anything else in this clause 52, not use any Personal Information obtained in the course of providing the Services for the purposes of direct marketing (as that term is used in the Privacy Act);

52.1.6 comply with the security obligations set out in this Contract in relation to the collection, storage, use or disclosure of any Personal Information obtained in the course of providing Services under this Contract;

52.1.7 not transfer any Personal Information obtained as a result of, or in connection with, providing the Services to, or allow access to such Personal Information from, a location outside of Australia unless the Customer Representative has given prior written permission and then only to the extent permitted and in accordance with any conditions contained in that permission; and

52.1.8 comply with all directions, guidelines, determinations and recommendations of the Customer in respect of the collection, storage, use and transfer of Personal Information, to the extent they are not contrary to the Privacy Act.

52.2 The Service Provider must ensure that:

52.2.1 all its Personnel required to deal with Personal Information obtained in the course of providing the Services are made aware of the obligations of Service Provider set out in this clause 52; and

52.2.2 any Subcontract entered into by Service Provider imposes on the Subcontractor the same obligations that the Service Provider has under this clause 52 (including this requirement in relation to Subcontracts).

52.3 The Service Provider must Notify the Customer Representative immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 52.

52.4 Without limiting any other obligations set out in this clause 52, the Service Provider must comply with all applicable State and Territory privacy Laws, including all applicable State and Territory Law regulating the use or disclosure of Personal Information.

53. Notifiable Data Breach

53.1 If the Service Provider becomes aware of an event which could amount to an Eligible Data Breach in connection with the provision of the Services:

53.1.1 the Service Provider must as soon as possible, but within 2 Business Days, Notify the Customer;

53.1.3 comply with its obligations under the Privacy Act in relation to that event;

53.1.3 provide the Customer with all information requested by the Customer about the event; and

53.1.4 if requested, allow the Customer to participate in the Service Provider's assessment of the event and whether it amounts to an Eligible Data Breach.

53.2 If the Service Provider determines, or the Customer determines and Notifies the Service Provider, that an Eligible Data Breach has occurred and notification of that Eligible Data Breach is required under the Privacy Act:

53.2.1 the parties must meet to discuss and endeavour to agree who will issue the notification (but if the parties are unable to agree, then the Customer will, acting reasonably, decide which party will issue that notification);

53.2.2 if the Service Provider is to issue a notification, then:

(a) the Service Provider must as soon as possible, but within 2 Business Days, provide the Customer with a draft of the notification;

(b) make any changes to the draft notification that are reasonably required by the Customer; and

(c) issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods).

53.3 If the Customer is to issue the notification, then:

53.3.1 the Customer must as soon as possible, but within 2 Business Days, Notify the Service Provider and provide a draft of the notification;

53.3.2 make any changes to the notification that are reasonably required by the Service Provider for consistency with the Privacy Act; and

53.3.3 issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods).

53.4 The Service Provider must ensure that:

53.4.1 the Customer is promptly notified of any investigation or other action taken by the Information Commissioner in connection with any actual or suspected Eligible Data Breach, or notification in relation to that matter; and

53.4.2 the Customer is kept informed in relation to that investigation or other action.

53.5 The parties acknowledge and agree that nothing in clauses 53.1 to 53.5 affects their obligations under the Privacy Act.

62. Termination

Termination by the Customer for default

62.1 Without limiting any other rights or remedies the Customer may have against the Service Provider arising out of or in connection with this Contract, the Customer Representative may terminate this Contract (for all or part of the Services and for some or all Users) or reduce the scope of the Services (for some or all Users), effective immediately, by giving Notice to the Service Provider if:

62.1.1 the Service Provider commits a breach of this Contract where that breach is not capable of remedy; or

62.1.2 the Service Provider commits a material breach of this Contract and fails to remedy the breach within 20 Business Days or such other timeframe as is agreed in writing after receiving Notice requiring it to do so.

62.2 Without limitation, for the purposes of clause 62.1, each of the following constitutes a material breach:

62.2.1 a failure to Notify the Customer of a Conflict of Interest under clause 29 or an inability to resolve that Conflict of Interest to the reasonable satisfaction of the Customer; or

62.2.2 a failure to comply with the Service Provider's obligations under clauses 45 to 49 (Intellectual Property Rights);

62.2.3 a failure to comply with clause 51 (Confidentiality) or any other obligation of confidentiality under the Contract, including as set out in the Statement of Requirements or at Law;

62.2.4 a failure to comply with clause 52 (Privacy);

62.2.5 a failure to comply with clause 54 (Security);

62.2.6 a failure to comply with clause 56 (Insurance);

62.2.7 if permitted by Law, an event specified in clause 62.3 happens to the Service Provider;

62.2.8 a breach of the obligation in clause 65.1.

62.3 The Service Provider must Notify the Customer immediately if:

62.3.1 the Service Provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Service Provider;

62.3.2 the Service Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;

62.3.3 the Service Provider ceases to carry on business;

62.3.4 the Service Provider ceases to be able to pay its debts as they become due;

62.3.5 the Service Provider being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed; or

62.3.6 where the Service Provider is a partnership, any step is taken to dissolve that partnership.

Termination and reduction for convenience

62.4 The Customer may by Notice terminate this Contract (for all or part of the Services and for some or all Users) or reduce the scope of the Services (for some or all Users) at any time.

62.5 Without limiting clause 62.4, the Customer may by Notice terminate this Contract at any time for a machinery of government change or to implement a government directive.

62.6 For clarity, the right to reduce the scope of the Services under clause 62.4 includes removing Sites or categories of Services from scope.

62.7 If this Contract is terminated under clauses 62.4 or 62.5, the Customer, as appropriate, is liable only for:

62.7.1 payments due under this Contract for Services provided in accordance with this Contract before the effective date of termination of this Contract (less any amount that the Customer is entitled to deduct);

62.7.2 any charges applicable under the Accepted Transition Out Plan; and

62.7.3 reasonable costs (if any) incurred by the Service Provider and directly attributable to the termination that are substantiated to the Customer's reasonable satisfaction.

62.8 If the scope of this Contract is reduced, the Customer's liability to pay the Charges and any other relevant the Customer obligations abate in accordance with the reduction in the scope.

62.9 The Customer is not liable to pay compensation under clause 62.6 in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under this Contract, exceed the total Charges payable under this Contract or Contracts.

62.10 For the purposes of clause 62.6, the Customer will not be liable for payments that would be due after the date of termination or for Loss of prospective profits, loss of business revenue, loss of opportunity, economic loss, indirect, special or consequential loss or any special or punitive damages.

After termination

62.11 On termination (in whole or part) of this Contract, the Service Provider must:

62.11.1 stop performance of:

- (a) this Contract; or
- (b) if this Contract is terminated in part, the terminated part of this Contract;

62.11.2 take all available steps to minimise Loss resulting from that termination and to protect material in which Intellectual Property Rights or Confidential Information of the Customer subsists;

62.11.3 return all of the Customer's Confidential Information associated with:

- (a) this Contract; or
- (b) if this Contract is terminated in part, the terminated part of this Contract, to the Customer Representative as appropriate;

62.11.4 follow any reasonable direction of the Customer; and

62.11.5 continue to perform any part of this Contract not affected by the Notice (and the Charges will abate in accordance with the reduction in the scope of the Contract).

Consequences of termination

62.12 If this Contract is terminated (in whole or part) under this clause 62:

62.12.1 subject to the terms of this Contract, the parties are relieved from future performance, without prejudice to any rights or remedies that have accrued at the date of termination; and

62.12.2 subject to this Contract, all licences and authorisations relating to or concerning this Contract granted to the Service Provider by the Customer terminate immediately despite anything to the contrary contained in the licence or authorisation.

ANNEXURE 3**SENATE STANDING COMMITTEE ON LEGAL AND CONSTITUTIONAL AFFAIRS****ATTORNEY-GENERAL'S PORTFOLIO****SUPPLEMENTARY BUDGET ESTIMATES 2025-2026****PA-Federal Circuit Court and Family Court of Australia****SBE25-333 Cost of transcripts****Senator David Shoebridge asked the following question on 01 December 2025:**

Senator SHOEBRIDGE: You can assess those matters on notice. Is it true that the costs of court transcripts range from about \$3,000 to \$5,000 a day? Are they the kinds of fears that litigants have to pay?

Mr Pringle: It depends if it's a full day's trial and how quickly the parties want the information. There is a higher charge if you ask for it on the same day, for example, as opposed to a 10-day lag. It can vary quite markedly, depending on that.

Senator SHOEBRIDGE: Have you got the cost schedules that you can provide?

Mr Pringle: The contract does have cost schedules in it, but, again, I'll have to take on notice whether those are able to be disclosed.

Senator SHOEBRIDGE: I assume they do get disclosed when people are told how much they have to pay for a transcript.

Mr Pringle: Yes; they effectively get a quote for how much it will cost them for the particular request, but the schedules themselves are part of the contract and I'd have to take that on notice, I'm sorry.

Senator SHOEBRIDGE: What I'm putting to you is, when they charge people, they're telling people how much their services cost. There can't be a reasonable commercial-in-confidence argument for the provision of a service in relation to a public court. But, anyhow, you can take it on notice. It seems hard to see how that could attract commercial in confidence.

Mr Pringle: Yes. We don't manage the contract, but I'm happy to take that on notice.

The response to the senator's question is as follows:

Any questions regarding the cost of recording and transcription services are a matter for the Federal Court of Australia Entity.

The Federal Circuit and Family Court of Australia has referred the questions to the Entity and provides the following response.

Costs of court transcripts are variable and are dependent on the length of the transcript, the turnaround time sought for provision of the transcript, the number of copies of the transcript, and the form of the transcript (electronic and/or hardcopy).

The cost schedules in the contract may potentially be considered by VIQ to be commercial-in-confidence, the publication of which may cause significant detriment to VIQ and jeopardise the ability of the Courts to provide an accurate record of court proceedings. Enquiries have been made with VIQ and the Court is awaiting a response.

The Court can however, by way of assistance, provide an example of the costs of transcripts based on a range of regularly encountered scenarios within the Federal Circuit and Family Court of Australia through use of the Quick Estimator provided by VIQ for all users on the VIQ website (linked here: [Quick Estimator](#)).

The Quick Estimator uses the parameters of jurisdiction, length of the matter and hearing date for the estimates provided. There are however additional factors that impact the estimated cost, including whether the transcript has already been ordered by the Court or another party, or parties, to the proceeding, and whether the transcript may be provided to an impecunious litigant free of charge, as ordered or directed by the Court.

Transcript in family law proceedings may be sought for the entire duration of a trial or for specific periods of time linked to events within the proceeding (e.g. witness evidence). Based on an analysis of the previous three years of VIQ reporting for transcript orders for family law proceedings, the majority of transcript orders in family law proceedings are for transcript of less than 30 minutes duration. The maximum period of transcript ordered in the course of the past three years is 300-330 minutes. That occurred on 66 occasions across that three-year period.

Transcript is typically ordered with a turnaround of 'next day' or '10+' days. Significantly fewer orders are placed for other durations.

Based on transcript ordering patterns, the estimated cost of a transcript of less than 30 minutes is as follows:

Turnaround	Estimated Cost (incl. GST)
Progressive Progressive draft transcript of the morning session delivered prior to the commencement of the afternoon session (usually 2.15PM). Final transcript delivered by 6PM. Must be ordered before 10AM on the day and in the location the matter is heard.	\$330 - 370
Same Day Final transcript delivered by 6PM. Must be ordered before 10AM on the day and in the location the matter is heard.	\$295 - 335
Next Business Day Final transcript within 10 business hours of order confirmation.	\$265 - 300
1.5 Business Days Final transcript within 15 business hours of order confirmation.	\$265 - 300
3 Business Days Final transcript within 30 business hours of order confirmation.	\$250 - 280
5 Business Days Final transcript within 50 business hours of order confirmation.	\$235 - 265

10 Business Days Final transcript within 100 business hours of order confirmation.	\$200 - 225
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Based on transcript ordering patterns, the estimated cost of a transcript for the maximum transcript order (i.e. 330 minutes) is as follows:

Turnaround	Estimated Cost (incl. GST)
Progressive Progressive draft transcript of the morning session delivered prior to the commencement of the afternoon session (usually 2.15PM). Final transcript delivered by 6PM. Must be ordered before 10AM on the day and in the location the matter is heard.	\$3,660 - 4,050
Same Day Final transcript delivered by 6PM. Must be ordered before 10AM on the day and in the location the matter is heard.	\$3,295 - 3,645
Next Business Day Final transcript within 10 business hours of order confirmation.	\$2,955 - 3,270
1.5 Business Days Final transcript within 15 business hours of order confirmation.	\$2,955 - 3,270
3 Business Days Final transcript within 30 business hours of order confirmation.	\$2,775 - 3,070
5 Business Days Final transcript within 50 business hours of order confirmation.	\$2,620 - 2,900
10 Business Days Final transcript within 100 business hours of order confirmation.	\$2,200 - 2,440

ANNEXURE 4

Questions from the AGO in relation to QON SB25-333 – costs of court transcripts

The QoN notes: *There are additional factors that impact the estimated cost, including whether the transcript has already been ordered by the Court or another party/parties to the proceeding, and whether the transcript may be provided to an impecunious litigant free of charge, as ordered or directed by the Court.*

Q1: Are you able to confirm with FCFCOA if they are able to provide numbers of court orders that have been made to provide a transcript free of charge to an impecunious litigant? Essentially I'm interested to determine if this is common in cases involving requests from impecunious litigants, so even an indication would be useful.

The numbers of court orders that have been made in the FCFCOA to provide a transcript free of charge to an impecunious litigant is not a statistic that is maintained.

It is noted that the Impecunious Litigants Policy is a policy of the Federal Court. Accordingly, no FCFCOA transcripts would have been provided free of charge by reference to that policy.

The QoN notes: *Based on an analysis of the previous three years of VIQ reporting for transcript orders for family law proceedings, the majority of transcript orders in family law proceedings are for transcript of less than 30 minutes' duration.*

Q2: Are you able to confirm with the FCFCOA roughly what percentage of the transcript orders is covered by 'the majority'? Essentially I'm wondering if it's just over 50%, versus closer to the higher end. Please advise if any red line issues with the following text being added after the above sentence to make clear that the transcripts most regularly ordered are not prohibitively expensive: *Depending on turnaround time, costs for these range from approximately \$200 - \$370.*

'The majority' is a reference to transcripts that are less than 30 minutes duration being ordered by parties more than any other length of transcript.

Thirty-four percent of transcripts ordered by parties are 0-29 minutes long. The next most ordered duration of transcript is between 30 minutes to 59 minutes duration, comprising 18% of transcripts ordered, with the next most ordered category between 60 minutes and 89 minutes (10%).

There is no red line issue with the proposed text being added, that "*Depending on turnaround time, costs for these range from approximately \$200-\$370*".

The QoN notes: *The maximum period of transcript ordered in the course of the past three years is 300-330 minutes, which occurred on 66 occasions across that three-year period.*

Q3: Is it possible to confirm the rough total number of matters in that period, to enable us to demonstrate the rough proportion (and I expect likely a small proportion) of matters that these requests have been made in? If yes, I think it would be useful to build that into the text so it is clear these requests are low compared to the volume of matters.

The 66 occasions across the past three-year period were for transcripts ordered by parties between 300 to 330 minutes duration. This represents roughly 0.96% of the total of transcripts ordered by parties in that period (6894 transcripts).

Q4: Lastly, and not urgent for this QoN, while they may be rarely sought, the costs for transcripts for 330 minutes does seem high. Are the courts looking into ways that fees could be reduced? (This advice can follow separately to the above).

This advice will be provided separately.

Please note: the information provided in the above responses is extracted from data that is provided by VIQ in the monthly reporting. It is not data that is produced by the Federal Court.