

AUTHORITY TO ACT - BUYER

QUESTIONNAIRE

Please complete the questions set out in the table below and return all pages to us, as this information will assist us in acting for you in your purchase of the Property. Should you have any questions regarding the completion of this form please do not hesitate to contact Amy from our office who will be happy to assist you.

Address of Property being purchased
Buyer Full Legal Name:	Date of Birth of Buyer:
Buyer Full Legal Name:	Date of Birth of Buyer:
Buyer Full Legal Name	Date of Birth of Buyer:
Current Residential Address:
Address after Settlement:
Contact details <i>Phone:</i> <i>Mobile:</i> Email address: Is the email checked regularly during the day, every day? Will you be <u>uncontactable</u> during any known period prior to settlement of this Contract (for example going on holidays or any extended periods overseas) Please note that it is important that we are able to contact you at all times throughout the conveyance. Your rights may be negatively impacted if we are unable to do this. Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide dates</i>
Is any individual buyer not an Australian Citizen or permanent resident of Australia?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>

<p>If the buyer is a company, is the company owned or controlled by foreign persons?</p> <p>If the answer to either of the above questions is Yes – has approval from the Foreign Investment Review Board been obtained for the purchase of the property?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>If there are multiple buyers purchasing the property, is the property to be held as:</p> <p>(a) joint tenants; or</p> <p>(b) as tenants in common in specified shares?</p> <p><u>Joint Tenants</u> – each owner possesses the whole of the property jointly with the other owner/s. Upon the death of one owner, the remaining owner/s receives the deceased's interest in the property automatically. In other words, joint tenants cannot leave their interest in the property to other people, as it automatically goes to the surviving owner/s; OR</p> <p><u>Tenants in Common</u> - each owner is able to transfer its share in the property separately to a third party. Furthermore, upon the death of one of the owners, the deceased's interest can be transferred to a third party nominated by the deceased in its Will, such as, children, brothers, sisters, etc.).</p>	<p><i>Joint Tenants</i> <input type="checkbox"/></p> <p>OR</p> <p><i>Tenants in Common</i> <input type="checkbox"/> <i>in the following shares:</i></p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>We will be living in the property as our principal place of residence</p> <p>We will be renting the Property to tenants after settlement (i.e. the Property will <u>not</u> be our principle place of residence)</p>	<p><i>Please place a tick in the appropriate box</i></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><i>Further detail if needed:</i></p> <p>.....</p> <p>.....</p>
<p>Have any of the Buyers previously owned a Property? (including vacant land)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If yes which Buyers have previously owned a Property?</i></p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>Are any of the buyers related to any of the sellers? (i.e. a spouse, parents, grandparents, brother, sister, nephew, niece, child, stepchild, grandchild of the person or spouse)?</p> <p>Are you receiving the property as a gift or are you paying less than the market value of the property?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If yes to any of the above questions, provide details</i></p> <p>.....</p> <p>.....</p>
<p>Have you paid the entire deposit to the stakeholder?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>Provide details</i></p>

<p>Please advise here if you have paid only the initial deposit and have yet to pay the balance deposit, etc.</p>	<p>.....</p> <p>.....</p>
<p>Are you obtaining finance for this purchase?</p> <p>If yes, please provide the following details</p> <ul style="list-style-type: none"> ▪ Bank ▪ Contact Person's name ▪ Phone Number ▪ Email Address <p>Have you completed an authority from your financier to authorise Brisbane Conveyancing to liaise with your financier to arrange settlement?</p> <p><i>Note: Each bank or financier has their own process for how this authority needs to be provided. Please contact your bank & complete their requirements for conveyancer authorisation.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please contact your financier to make arrangements without delay. Delays to settlement or default under the contract may occur if the financier is not authorised to liaise with the law practice to make arrangements</p>
<p>Is the amount you are borrowing from the financier sufficient to cover all of the funds required for settlement?</p> <p>If not the following options may be available to you to make up the shortfall (<i>please select your preference</i>):-</p> <ul style="list-style-type: none"> • You provide the financier with authority to draw on another of your existing accounts: • you providing a bank cheque to our office on the morning of settlement: • you transfer cleared funds into our trust account prior to settlement (<i>we can then arrange for the necessary bank cheque to be drawn and provided at settlement</i>): 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>If any buyer is purchasing as trustee for a trust:</p> <p>Have you provided to us or your financier all relevant trust deeds and any deeds or documents varying the trust terms - either:</p> <ul style="list-style-type: none"> (a) original copies; (b) copies certified as a true and correct copy on every page of the copy by a lawyer, Justice of the Peace or Commissioner of Declarations; or (c) the relevant Queensland Titles Office registered dealing numbers? 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If no, please immediately make arrangements to provide to us or your financier.</i></p> <p>Please note that this evidence is critical to registering the transfer of the property into your name as trustee for the trust. You should also give us a copy of any trust documents you have given to your financier.</p>

HANDLING FEE

Should the Contract not proceed to settlement we will charge you a handling fee of \$110 + GST as well as the cost of a title search, copy of the survey plan which we will obtain at the commencement of the matter and any disbursements carried out to date of termination. (please refer to our terms and conditions). This handling fee forms part of your total conveyancing cost, with the remaining balance payable upon completion. Accordingly, please forward the amount of **\$195** to our trust account details of which are as follows:-

A/C Name: **David K Lawyers Law Practice Trust Account**
BSB: **034 003**
Account Number: **312 056**

So that we may allocate your deposit to your matter please ensure that the property address is inserted as the payment reference (failure to do so will not have this amount duly allocated to your file). If you do not include this reference we are unable to allocate your payment to your matter.

You may also pay your handling fee via credit card by completing the following credit card authorisation :-

Card Type	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard
Name on Credit Card
Card Number
Expiry Date
CCV Security Code
Amount to be Charged	\$195.00
PLEASE NOTE: THE HANDLING FEE FORMS PART OF THE TOTAL CONVEYANCING PACKAGE COST OF \$754.62. THIS AMOUNT WILL BE DEDUCTED FROM YOUR FINAL BILL.	

**Please note: Credit card payments will be attempted only once. If unsuccessful for any reason, the handling fee must be paid by direct deposit to our trust account, as per details above, before work on your file may begin.*

All refunds from our Trust Account must be drawn by cheque. Should there be a refund due to you after Settlement, please nominate your account below so that we can promptly arrange this for you:

Name of Bank*:
Account Name:
Account number:
BSB:

*Please only nominate an account with a bank that has a branch in the Brisbane CBD

COSTS DISCLOSURE

Legal Profession Act 2007 (s 308(5))
FORM OF DISCLOSURE OF COSTS TO CLIENTS
Legal costs — your right to know

You have the right to:

- negotiate a costs agreement with us
- receive a bill of costs from us
- request an itemised bill of costs after you receive a lump sum bill from us
- request written reports about the progress of your matter and the costs incurred in your matter
- apply for costs to be assessed within 12 months if you are unhappy with our costs
- apply for the costs agreement to be set aside
- accept or reject any offer we make for an interstate costs law to apply to your matter
- notify us that you require an interstate costs law to apply to your matter.

For more information about your rights, please read the fact sheet titled Legal Costs — your right to know. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

AUTHORITY

By signing this Authority to Act:

- I/we hereby appoint your firm to act on my/our behalf for the above conveyance.
- We authorise you to take instructions from any one of us on behalf of all of us.
- I/we acknowledge that we have read and accepted your Terms & Conditions contained on your website, a copy of which was also provided to me along with this Authority to Act.
- I/we acknowledge that you will not commence acting on my behalf until the handling fee has been paid to your trust account with the necessary payment reference, being the address of the Property. In this regard, we acknowledge that by completing the credit card details section of this Authority to Act I/we authorise you to debit the nominated credit card account in payment of the handling fee.
- I/we give you an irrevocable authority to collect payment of your invoice/s in acting for us at settlement. We request that you provide you invoice to us via electronic communication to the email address nominated in this Authority to Act or such other email address used to communicate with your office during the course of this matter.

Signed by buyer: _____ **Date:** _____

Signed by buyer: _____ **Date:** _____

Signed by buyer: _____ **Date:** _____