

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- <i>First:</i> <i>Middle:</i> <i>Last:</i>	Date of Birth of Buyer:
Buyer Full Legal Name- <i>First:</i> <i>Middle:</i> <i>Last:</i>	Date of Birth of Buyer:
Buyer Full Legal Name- <i>First:</i> <i>Middle:</i> <i>Last:</i>	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? Yes <input type="checkbox"/> No <input type="checkbox"/>

<p>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)</p> <p>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.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide dates</i></p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>Is any individual buyer not an Australian Citizen? IF you are selecting no;</p> <p>Is any individual buyer a permanent resident of Australia?</p> <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>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 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><i>Please advise here if you have paid only the initial deposit and have yet to pay the balance deposit, etc.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>Provide details</i></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 or Broker ▪ 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><i>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</i></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><i>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.</i></p>
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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 and 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 settlement. Accordingly, please forward the amount of **\$195.00** 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
<i>For security reasons, we recommend you call us and provide your credit card details but if you find this to be an inconvenience, please insert your credit card details above.</i>	
PLEASE NOTE: THE HANDLING FEE FORMS PART OF THE TOTAL CONVEYANCING PACKAGE COST OF \$766.73. 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:** _____

Terms & Conditions



Most conveyances are effected in a standard and fluid process. It is imperative that you follow the directions of Brisbane Conveyancing as well as those of your external advisers and consultants (such as your finance broker, your financier/bank, your pest inspector, your building inspector, your pool safety inspector etc.).

This however, is not always the case and some conveyances encounter bumps and hiccups along the way. This is usually and commonly because either you, or your external advisers or consultants omit to do certain things as required because of oversight or unforeseen, and therefore un-scheduled issues arising during the conveyance process. These situations will then require renegotiations or extensions to certain deadlines and key-dates.

1. The Scope of a Standard Conveyance

When you engage Brisbane Conveyancing the scope of our engagement covers the actions and advices necessary for a 'standard conveyance'. A standard conveyance is limited to the following: -

1.1 When buying a property: -

- (a) receiving the executed contract of sale;
- (b) calculating the due dates contained in the contract of sale (with settlement not earlier than 30 days from the Contract Date);
- (c) conducting and reviewing a title search;
- (d) calculating transfer duty payable by you;
- (e) obtaining and reviewing the land tax search and registered plan search;
- (f) exchanging the following correspondence or communication with you: -
 - (i) receiving your fully and correctly completed authority to act form;
 - (ii) preparing and sending a detailed 'first letter' to you advising you in relation to items i to iv above as well as the conveyancing process generally;
 - (iii) one email advising you in relation to the outcome of your land tax search and registered plan search;
 - (iv) receiving your instructions in relation to the outcome of your building and pest inspections (if any) (one correspondence);
 - (v) receiving your instructions in relation to the outcome of your finance approval (if any) (one correspondence);
 - (vi) one email to you advising you in relation to the settlement statement and search results (if instructed to conduct additional searches by you);
 - (vii) receiving your instructions in relation to your satisfaction with the settlement statement and search results (one correspondence);
 - (viii) advising that settlement has been effected; and
 - (ix) three further correspondences or communications (via email or telephone) to or from you (excluding legal advice referred to in clause 7 below)
- (g) exchanging the following correspondence or communications with the seller's solicitor:-
 - (i) sending one fax advising that we have been appointed to act for you and confirming the due dates under the contract;
 - (ii) sending one fax advising the outcome of your building and pest inspection reports (if contract subject to building and pest);
 - (iii) sending one fax advising the outcome of your finance application (if contract subject to finance);
 - (iv) sending one letter enclosing transfer documents for execution by the seller;
 - (v) email or fax enclosing settlement statement; and
 - (vi) receiving a fax advising the cheques required to be provided at settlement.
- (h) preparation of transfer documents;

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- (i) preparation of a settlement statement which includes adjustments to the purchase price to account for outgoings that are required to be apportioned between you and the seller (outgoings means rates, water and land tax);
- (j) reviewing transfer documents executed by the seller;
- (k) executing the transfer documents on your behalf;
- (l) contacting your financier once to book a settlement date and time;
- (m) receiving and perusing your completed and executed transfer duty concession form (if claiming a transfer duty concession);
- (n) providing cheque directions to your financier once on the morning of the Settlement Date;
- (o) processing your stamp duty payment and stamping the transfer and contract of sale;
- (p) attending once at settlement;
- (q) advising the agent that settlement has been effected; and
- (r) preparing and sending a formal 'settlement letter' to you after settlement.

1.2 When selling a property: -

- (a) receiving the executed contract of sale;
- (b) calculating the due dates contained in the contract of sale (with settlement not earlier than 30 days from the Contract Date);
- (c) conducting and reviewing a title search;
- (d) exchanging the following correspondence or communications with you: -
 - (i) receiving your fully and correctly completed authority to act form;
 - (ii) preparing and sending a detailed 'first letter' to you advising you in relation to items i to iii above as well as the conveyancing process generally;
 - (iii) one email to you advising you when we receive notification from the buyer that a condition under the contract is satisfied (one correspondence only per condition);
 - (iv) sending a letter enclosing transfer documents for execution by you;
 - (v) receiving and reviewing the transfer documents from you as properly executed by you and your witness;
 - (vi) email to you advising you in relation to the settlement statement;
 - (vii) receiving your instructions in relation to your satisfaction with the settlement statement and search results (one correspondence or communication);
 - (viii) advising that settlement has been effected; and
 - (ix) three further correspondences (via email or telephone) to or from you (excluding legal advice referred to in clause 7 below).
- (e) exchanging the following correspondence with the buyer's solicitor: -
 - (i) sending one fax advising that we have been appointed to act for you and confirming the due dates under the contract of sale;
 - (ii) receiving and perusing transfer documents;
 - (iii) returning executed transfer documents;
 - (iv) receiving and reviewing settlement statement prepared by purchaser's solicitor; and
 - (v) sending one fax nominating the time and place for settlement and advising the cheques required to be provided at settlement.
- (f) contacting your mortgagee once to book a settlement date and time;

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- (g) receiving the payout figure from your mortgagee;
- (h) attending once at settlement;
- (i) advising you that settlement has been effected;
- (j) depositing the sale proceeds into your nominated bank account;
- (k) advising the agent that settlement has been effected; and
- (l) preparing and sending a formal 'settlement letter' to you after settlement.

2. Standard Conveyancing Fees

2.1 Our standard conveyancing fees are as follows: -

- (a) A purchase is \$766.73 (Inc GST) and includes the searches listed at the following link: <http://www.brisconvey.com.au/buying/>; and
- (b) A sale is \$386.00 (Inc GST) and includes the searches listed at the following link: <http://www.brisconvey.com.au/selling/>

2.2 The standard conveyancing fees assumes the following:

- (a) That the matter will be a 'standard conveyance' as defined in clause 1 above. If we are required to perform any work outside the scope of a standard conveyance we then we may levy an Additional Fee or Legal Advice Fee to you for each item of work outside of a standard conveyance required to be performed.
- (b) That we are formally engaged by you to act in the matter within 23 days of the Settlement Date stated in the Contract. If we are not formally engaged within this timeframe we may levy an additional fee of \$100.00 plus GST ("Short Settlement Fee").
- (c) That the real estate agent will act as the stakeholder (deposit holder) under the contract. If we are required to act as the stakeholder under the contract we may levy an additional amount of \$100.00 plus GST ("Deposit Holder Fee").
- (d) When purchasing a property, that all funds required for settlement will be provided by your financier (bank). If we are required to receive funds required for settlement into our trust account then we may charge an additional amount of \$100.00 plus GST ("Trust Account Fee").
- (e) That you are not required to withhold any GST from the sale proceeds at settlement under the *Taxation Administration Act 1953(Cth)*. If GST is required to be withheld from the sale proceeds at settlement then additional work is required to be carried out and accordingly we may levy an additional amount of \$100.00 plus GST ("GST Withholding Fee").
- (f) When purchasing a property, we assume that you or your financier does not require a priority notice to be lodged in relation to the property. If you or your financier requires us to lodge a priority notice in relation to the property, then we may levy an additional amount of \$70.00 plus GST ("Priority Notice Fee")
- (g) When purchasing a property, that your financier (bank) will arrange for the transfer documents to be lodged to registration at the Titles Registry. If we are required to arrange for the transfer documents to be lodged for registration at the Titles Registry then we may levy an additional amount of \$70.00 plus GST ("Transfer Registration Fee")
- (h) When purchasing a property that you are an Australian Resident. If you are a foreign person and we are required to prepare a Form 25 – Foreign Ownership Information, then we may levy an additional amount of \$70.00 plus GST ("Foreign Ownership Fee"). Please note that advice or

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additional calculations required in respect of 'Additional Foreign Acquirer duty will be charged at the Legal Advice Rate.

- (i) That the property you are purchasing is a residence or vacant land which is not located in a body corporate or community management scheme such as a unit or a townhouse. If you are purchasing within a body corporate or community management scheme, then we recommend that a body corporate information certificate is obtained in respect of the property. There are additional costs for this search.
- (j) That the property you are purchasing is located within the Brisbane City Council. If the property is located in another council, you may be required to obtain a council records search for the property to determine the status of the rates account for the property. We use the services of a search agent for our searches and the costs we are invoiced from these search agents is the cost that you will incur in us carrying out these searches, if necessary. There is no "mark-up" (handling fee) by us on these searches, just what they cost us.
- (k) When purchasing a Property, the seller is an individual or are individuals. If the seller is a company (for example), we strongly recommend that you carry out an ASIC current extract search and a PPSR Search to:
 - (i) Determine the identities of the director(s) of the company; and
 - (ii) Determine if there are any charges affecting the Property (which charges may need to be released at settlement).

We use the services of a search agent for our searches and the costs we are invoiced from these search agents is the cost that you will incur in us carrying out these searches, if necessary. There is no "mark-up" (handling fee) by us on these searches.

- (l) When purchasing a property, if you are obtaining finance from a lender, then we assume that:
 - (i) if the Contract is subject to you obtaining satisfactory finance by a due date ("the Finance Date"), then you obtain your approval for finance by that Finance Date. If any extensions to the Finance Date are required, we may levy an Additional Fee to you.
 - (ii) you have done and will do everything required by your financier (such as executing documents and returning them to the financier or your broker) in a prompt and timely manner enabling settlement to be effected on the scheduled date for settlement in accordance with the Contract. To this end, we assume that when we telephone your financier to schedule the settlement, the financier has received all documents and information from you allowing us to make the booking for settlement. If your financier is not in a position to schedule the settlement when we contact them (not earlier than 7 days before the settlement date under the Contract) and if we are required to make further telephone calls to your financier to enable the settlement to be scheduled, then we may levy an Additional Fee to you.
 - (iii) When purchasing a property, if the purchase is subject to a pest and building inspection by a due date ("the Pest and Building Date"), then we assume that:
 - a. you will confirm to us your satisfaction of your pest and building inspections by the Pest and Building Date. If any extensions of the Pest and Building Date are required, we may levy an Additional Fee to you;
 - b. you will not require us to renegotiate the purchase price under the Contract; If you require us to renegotiate the purchase price under the Contract on your behalf, then we may levy an Additional Fee to you;
 - c. you will not require the rectification of any issues arising from your building and pest inspections by the seller; If you require us to negotiate the rectification of issues arising from your building and pest inspections on your behalf, then we may levy an Additional Fee to you;

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- (m) When purchasing a property, if the Property has a swimming pool and a Compliance or Exemption Certificate is not provided to you at the time of entering into the Contract making the Contract subject to an inspection of the swimming pool to be carried out by a Pool Safety Inspector by the pool safety inspection date, then we assume that:
 - (i) you will confirm to us by the pool safety inspection date that you are satisfied with the results of the inspection of the swimming pool. If any extensions of the pool safety inspection date are required, we may levy an Additional Fee to you;
 - (ii) you will not require us to renegotiate the purchase price under the Contract. If you require us to renegotiate the purchase price under the Contract on your behalf, then we may levy an Additional Fee to you;
- (n) When selling a property, if the property is mortgaged, then we assume that you will contact your mortgagee promptly after entering into the Contract to inform your mortgagee of the sale and you have done and will do everything required by your mortgagee (such as executing documents and returning them to the financier or your broker) in a prompt and timely manner enabling settlement to be effected on the scheduled date for settlement in accordance with the Contract. To this end, we assume that when we telephone your financier to schedule the settlement, the financier has received all documents and information from you allowing us to make the booking for settlement. If your financier is not in a position to schedule the settlement when we contact them (not earlier than 7 days before the settlement date under the Contract) and if we are required to make further telephone calls to your financier to enable the settlement to be scheduled, then we may levy an Additional Fee to you.
- (o) That the Contract does not contain any non-standard or unusual special conditions requiring us to carry out and provide any unusual work in the conveyance. If your Contract contains any non-standard or unusual special conditions, we will notify you as soon as we become aware of such special conditions and we will provide you with an estimate of any extra fees that may be levied by us.
- (p) That there are no encumbrances on the title for the Property. If there are encumbrances on the title for the Property, we will recommend to you that you should instruct us to obtain images of these registered encumbrances. We use the services of a search agent to obtain these images and the costs we are invoiced from these search agents is the cost that you will incur in us obtaining these imaged encumbrances, if necessary. There is no "mark-up" by us on these images. If you require legal advice in relation to the encumbrances, we will provide you with a separate quotation for the advice upon request.
- (q) That we will need to liaise with the following parties in a standard conveyance:
 - (i) Yourselves;
 - (ii) The real estate agent;
 - (iii) The solicitor or conveyancer acting for the other party (one firm); and
 - (iv) Your financier and/or broker.
- (r) If we are required to correspond or liaise with any person or entity other than the above parties, we may levy an Additional Fee to you.
- (s) That settlement will be effected in Brisbane (CBD) on the settlement date and at the time nominated for settlement to be effected. If:
 - (i) Settlement is outside of Brisbane (CBD), we will need to engage the services of a settlement agent at the town or place for settlement. Settlement agents charge anywhere between \$50.00 and \$150.00 to act as an agent at settlement. The cost that we are invoiced from the settlement

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agent is the extra cost you will incur in us engaging the settlement agent. There is no “mark-up” by us on the engagement of a settlement agent.

- (ii) Settlement is not effected on the settlement date or at the time nominated for settlement, we may levy the applicable Additional Fees to you.

2.3 *Additional Fee* means an amount of \$35.00 plus GST:

- (a) per extension request; or
- (b) for each occurrence of your financier not being able to schedule the settlement due to unfulfilled outstanding requirements of it requiring us to contact it again to book in settlement; or
- (c) in relation to renegotiations, per correspondence to/from you, the agent and the conveyancer/solicitor acting for the other party; or
- (d) in relation to liaising with non-standard parties, per correspondence or communication to/from such party; or
- (e) in relation to communications or correspondences outside of the scope of a Standard Conveyance, per correspondence or communication; or
- (f) if we attend at settlement and settlement is not effected requiring us to re-attend at a later date or time, then per additional attendance.

3. Exclusion of Off-The-Plan and Non-REIQ or ADL Form Contracts

3.1 The Standard Conveyancing Fee does not apply to:

- (a) Off-The-Plan Contracts; and
- (b) Contracts which are not in the REIQ or ADL Forms format of contract.

3.2 Tailored forms of Contracts contain non-standard provisions and are therefore specifically excluded from the Standard Conveyancing Fee. We at Brisbane Conveyancing are able to comprehensively advise you in relation to these forms of tailored contracts and we can provide you with a quotation for these services upon request. To give you an estimate of what we would charge you for an “off-the-plan” contract, it usually is around \$1,500.00. But call us and we will be able to guide you further on this.

4. Searches

4.1 The standard searches included in the Standard Conveyancing Fee are set out in the break-down of the Standard Conveyancing Fee. These standard searches do not ensure that your rights and interest in relation to the Property are fully protected.

4.2 In addition to the standard searches, we strongly recommend that you carry out certain other searches to ensure that you are fully informed about the Property that you are purchasing. For example, some of the additional searches are:

- (a) Department of Main Roads – this search will tell you if the Department of Main Roads have any plans concerning the Property or areas surrounding the Property;
- (b) Contaminated Land search – this search will tell you if the Property has been listed on the Contaminated Land Register or the Environmental Management Register;
- (c) Powerlink search – this search will tell you if Powerlink have any interests in the Property.
- (d) Energex search – this search will tell you if there is any electricity connection to the Property.
- (e) Local Authority (full) search – this search gives you much more information than just the outstanding rates owing on the Property. It gives you information such as whether or not the property is flood affected, whether there are any vegetation protection orders on the Property, whether there are any outstanding plumbing approvals, it provides plumbing/drainage plans to the Property, and other important information concerning the Property.

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- (f) Building Records search – this search tells you what buildings or improvements erected on the Property have been approved;
- (g) Inspection Dwelling search – this search tells you whether or not the council holds final inspection certificates in respect of the Property.
- (h) Native Title search – this search tells you if the Property is subject to a claim under Native Title laws.
- (i) Heritage Register search – this search tells you if the Property is on the Heritage register or if there are any heritage agreements affecting the Property or if there are any prohibitions on use of the Property as a result of it being Heritage listed.
- (j) Telco search – this search shows you where the major telecommunications network cables (including fibre-optics) are located on or in the vicinity of the Property.
- (k) Special Water Meter Reading – this search provides an up to date reading of the water meter for settlement adjustment purposes.

4.3 We will provide you with the approximate costs of these additional searches upon request (“the Search Costs”). We use the services of a search agent for our searches and the costs we are invoiced from these search agents is the cost that you will incur in us carrying out these searches, if requested by you. There is no “mark-up” by us on these searches.

4.4 You must deposit the Search Costs into our trust account prior to any additional searches being undertaken by us. We require the Search Costs at least 14 days prior to the Settlement Date. If we do not receive the Search Costs into our trust account by this date, we will assume that you do not want to undertake any additional searches.

5. Terminations

5.1 Unfortunately not all Contracts continue to settlement. Some Contracts which are, for example, conditional upon the buyer obtaining satisfactory pest and building inspections or satisfactory finance approval may be validly terminated under the terms of the Contract.

5.2 In the event of a Contract being validly terminated under the finance condition or building and pest condition, we will only charge you a professional fee of \$110.00 plus GST (“Termination Fee”), any Additional Fees and any searches that we may have undertaken on your behalf as at the date of termination (note that in addition to the Termination Fee will be any Additional Fees and Legal Advice Fees accumulated as at the date of termination).

5.3 In the event that the contract is terminated due to a failure to settle on the settlement date, then we may charge the Standard Conveyancing Fee and any Additional Fees and the cost of any searches that we may have undertaken on your behalf as at the date of termination.

6. What if something goes “wrong”

If during the conveyance an event occurs (e.g. the other party does something or omits to do something required by him or her under the Contract or at law, and if we are required to enforce your rights) that is not specifically covered by these terms and conditions, we may levy extra fees to you. At the time of this event occurring, our experienced property solicitors will notify you of your rights and provide you with all of the options available to you along with our best estimate (based on that point in time) on the extra fees you can expect to incur from us to enable you to make an informed decision. You can then decide how you want to move forward. You are the client and you are in control of your conveyance.

7. Legal Advice

If you require us to provide legal advice which falls outside the scope of our retainer set out in clause 1 above, we will charge professional fees at a rate of \$50.00 plus GST per ten minutes or part thereof (Legal Advice Fees). Any Legal Advice Fees incurred will be levied in your final account and you acknowledge and accept such Legal Advice Fees.

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8. Administration Charges

- 8.1 In the event that you engage us to act on your behalf and decide not to proceed with our service. We may levy professional fees for the opening of your file in the amount of \$110.00 plus GST.
- 8.2 It is often difficult to arrange for clients to present cheques to their banks for refunds of small amounts of money issued from our trust account. The effect of this is that the funds remain sitting on our trust account for years. Accordingly, on completion of your matter, if there is a balance held in our trust account of not more than \$5.00, we may levy professional fees equal to the amount remaining in our trust account up to an amount of \$5.00 so that the funds can be withdrawn from our trust account.

10. Handling Fee

In order to open your file, we will request that you deposit a Handling Fee into our trust account, to be held on account of your fees and disbursements. These funds will be applied to your final invoice and is not in addition to our Standard Conveyancing Fee.

11. Postage

Standard post is included in our Standard Conveyancing Fee, however, if we deem it necessary given the circumstances of your matter to send items by express, registered or international post the cost of the same will be included as a disbursement on your final invoice.

12. Electronic Transfer of Funds

We advise that there have been recent cases where fraudsters have sent emails purporting to be from a law firm and requested clients transfer funds for a settlement. Should you receive any email from our office requesting the transfer of funds, please telephone our office to confirm our account details prior to attending to any transfer.