

AUTHORITY TO ACT - SELLER

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 sale of the Property. Should you have any questions regarding the completion of this form please do not hesitate to contact Brooke from our office who will be happy to assist you.

Address of Property being sold:
Seller Full Legal Name:	Date of Birth of Seller:
Seller Full Legal Name:	Date of Birth of Seller:
Seller Full Legal Name	Date of Birth of Seller:
Seller/s' Current Residential Address:
Seller/s' Post-Settlement Mailing Address:
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"/>
Will you be uncontactable during any known period prior to settlement of this Contract (for example going on holidays or any extended periods overseas)	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide dates</i>
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>Is any individual seller not an Australian Citizen or permanent resident of Australia?</p> <p>If the seller is a company, is the company owned or controlled by foreign persons?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Is there a Mortgage over the Property?</p> <p>If there is a Mortgage over the Property the contact details of the bank are:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If yes, you will need to contact the Bank and arrange for the release of mortgage</i></p> <p>Bank:</p> <p>Bank Contact:</p> <p>Phone number:</p>
<p>If there is a Mortgage, Is the amount you are receiving from the sale sufficient to cover all of the funds required to pay out the mortgages over the property?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>If there are surplus funds at settlement after payment of your mortgage and other costs associated with the sale (agent's commission, legal fees etc.) have you provided your Bank with authority to collect those surplus funds at settlement?</p> <p>If no, do you wish us to deposit any surplus sale proceeds into your nominated account after settlement?</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, you will need to ensure your bank account details are provided in the space provided in this form below.</i></p>
<p>Do you know of any unregistered encumbrances or interests affecting the property such as sewerage or drainage easements, access rights for geothermal exploration or production or declaration of beach area?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Have you received any notices that relate to the property from any authority?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If yes, provide copies and details:</i></p> <p>.....</p>
<p>Have you ever received a land tax assessment for the property?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide a copy of your latest land tax assessment</i></p>

<p>Is there currently a tenancy granted over the Property?</p> <p>If there is a tenancy, will the tenant be remaining in the Property after settlement? (i.e. is the Buyer taking the Property subject to the tenancy?)</p> <p>If the tenant will not be remaining in the Property after settlement, have you given notice to leave to the tenant?</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"/> <i>If yes, provide details:</i> </p>
<p>Are you agreeable to settling this matter online via PEXA?</p> <p>If yes, please note that PEXA charges a fee of \$117.92 +GST. If you agree to settle via PEXA, you agree to the terms of PEXA's privacy policy, which can be found at https://www.pexa.com.au/privacy-policy.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Please note, we have now partnered with **Securexchange** which is a secure website that protects property transactions from hackers by allowing property buyers, sellers, real estate agents, and lawyers to communicate and confirm sensitive information such as documents & bank account details in a safe environment.

We will use this platform throughout the transaction and will strongly recommend that you use this platform when transferring funds to our firm for Settlement.

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 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** 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. 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 your 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 seller: _____ Date: _____

Signed by seller: _____ Date: _____

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