

# Appointment Terms & Conditions NSW

## Seller

You consent to your legal services being provided by Conveyancing.com.au Pty Ltd ABN 68 160 922 387 (**Conveyancing.com.au**) an incorporated legal practice.

### 1. Our Terms and Conditions

These Appointment Terms and Conditions form part of our costs agreement with you for your matter. They must be read with the Engagement Letter. These two documents make up the complete costs agreement (**Costs Agreement**) between us so please read them carefully.

Conveyancing.com.au respects the privacy rights of our clients and is committed to protecting the personal information that we collect. The Privacy Collection Statement attached is a guide to how we collect, use and disclose your personal information.

You can accept the Costs Agreement by:

- signing (e-sign or by hand) and returning the acknowledgement below;
- by telling us that you accept our offer verbally or by email; or
- by instructing us to work on your conveyancing, after you have received the Engagement Letter.

You have the right to negotiate any part of this Costs Agreement with us.

In these Terms, **we, us, our** and **CCA** means Conveyancing.com.au, and **you** and **your** means each client named in our Engagement Letter. If there is more than one client, you agree that any instructions we receive will be considered as authorized instructions from all of you. If one of you accept the Costs Agreement, the acceptance will be for and behalf of all of you.

If there is conflict between our Engagement Letter and, the Appointment Terms and Conditions, our Costs Agreement will be interpreted in the following order:

- these Appointment Terms and Conditions; then
- the Engagement Letter.

Our retainer commences when you receive a notification from our office advising that a matter has been created and you have been allocated a paralegal/lawyer.

### 2. Scope of Work

The scope of work that we undertake for you is set out in the Engagement Letter and is strictly limited to the work involved in a standard residential conveyance (**Scope of Work**).

Any work that falls outside the scope of a standard residential conveyance will be an additional cost billable to you. A list of additional costs is set out in the Schedule attached to the Engagement Letter.

If you would like us to undertake any additional work not included within the scope of our services, please make a request in writing to your paralegal/lawyer and we will advise you as soon as possible whether we will service your request. The decision whether to service your request will be at our absolute discretion. An additional fee estimate will be provided to you upon agreement of the scope of the additional works.

If you would like to instruct us to exclude any steps or work that are generally considered usual and necessary in a standard residential conveyance, or to save on any costs by not taking a certain action, such as ordering searches ordinarily required to complete our due diligence on your behalf, please make a request to your lawyer/paralegal. In doing so, you acknowledge that you accept any and all risks associated with the exclusions and waive your right to make any claim against us for any costs or loss you may suffer as a direct or indirect result of the exclusions.

#### 2.1 Scope of work excluded

You acknowledge that we provide legal services to complete a conveyancing transaction. Our Scope of Work does not include advice work surrounding disputes, termination of an unconditional contract or dealing with any form of conflict between the parties involved in a transaction.

We are a firm practicing residential conveyancing focusing on property law and do not provide

advice or services in the following areas:

Witnessing and advising on finance documents (including loan/mortgage advice) • Financial and Taxation Advice • Eligibility for government grants • Succession and Matrimonial advice • Physical inspection of the property and surroundings • Consumer guarantees • Leases, letting or residential tenancies • Caretaking and letting agreements • Advice on financial agreements, court orders, deeds of family arrangements • your future use of the property • Town planning advice • Home warranty insurance • Foreign Investment Review Board requirements • Review of Trusts or Trust Deeds • Advice on the capability of a company or trust to complete a transaction • Advice on insurance contracts or the adequacy of existing insurance policies • Advice on properties which may be unfit for occupation or are extensively damaged • Advice on the management of a body corporate • Deceased estates and estate management • Terms contracts.

## 2.2 What we require from you

You agree that in order for us to provide you with legal services you will:

- provide clear, honest and complete instructions relevant to your matter and any material change in your circumstances that might impact on your matter while we continue to act for you;
- cooperate in the matter and do all that we reasonably request of you in a timely manner;
- accept and follow our reasonable legal advice; and
- provide funds in advance in accordance with this Costs Agreement or as we may agree.

Often, we need to make assumptions in order to provide advice. It is your responsibility to carefully review any assumptions and let us know immediately if any assumptions are incorrect or inappropriate, or if you think we have misunderstood your instructions.

You have the right to ask us for written reports

on:

- the progress of your matter; and
- the fees and costs to date or since your last bill.

## 3. Billing

Our invoices will be issued to, and payable by the client named in our Engagement Letter. You agree to us signing and sending you documents relating to this Costs Agreement or your transaction (including invoices) electronically.

We have the right to bill you immediately for any costs incurred and paid for by us in the course of your matter or add the same costs to the next bill. If you have been offered a discount on our fees by our Client Services Team, it will be applied to your account at settlement of the transaction (**Settlement**), unless otherwise agreed in writing.

You are entitled to negotiate the billing method, to receive a bill from us and to request an itemised bill. We may give you a lump sum or an itemised bill in the first instance. Our bills are due seven (7) days after the date of issue or as otherwise advised by us. All amounts payable whether outstanding, due or invoiced at time of Settlement will be collected as part of Settlement proceeds.

We may stop work until all invoices are paid. We may also charge you interest on any amount which remains unpaid for 30 days or more. The rate of interest will be 2% above the Cash Rate Target of the Reserve Bank of Australia. Our invoices are issued on the basis that we will receive the amount billed. If you are obliged to withhold tax for any reason in respect of the amount billed, or any bank or other charges are payable, you must gross up the payment so that we receive the amount stated in our invoice.

We have a right to put a lien on all documents, funds and records in any form whatsoever in our possession until we receive payment in full of all our bills for all your matters. We are entitled to retain for our records, copies of all documents which we give you, whether owned by us or not, and to deal with them in accordance with the legislative requirements of confidentiality.

#### 4. Cost Disclosures

The Legal Profession Uniform Law Act (**the Act**) applies to legal costs in relation to your matter.

You have rights under the Act to:

- negotiate a costs agreement with us;
- negotiate the billing method (for example, by reference to timing or task); and
- to receive a bill from us and to request an itemised bill after receiving a bill that is not itemised or is only partially itemised.

If there is a dispute regarding our costs, you may (in addition to any other rights you may have):

- seek advice from the local regulatory authority (Office of the Legal Services Commissioner).

For more information about your rights, please read the fact sheet titled "Costs Disclosure" which you can obtain from us or the Office of the Legal Services Commissioner.

#### 5. Payment

Our fees are payable in stages:

- you will be charged a \$1 upfront fee using a debit or credit card and the balance of your total conveyancing fees are payable on the day of settlement of the property, if settlement occurs.

Or

- where your property has not sold, your total conveyancing fees will be deducted from your debit/credit card after 90 days.
- If for any reason, we are unable to deduct monies from your debit/credit card, the full outstanding amount of your total conveyancing fees will be payable 7 days after the date of the invoice sent to you.

For the purposes of this clause 5, your total **conveyancing fees** include your fixed professional fees and your search package fees.

#### 5.1 Payment upon termination

If your signed Contract is terminated by either party after signing, or if your engagement with us is terminated for any reason, the following fees are due:

- \$299 (inclusive of GST) plus a fee associated with any searches ordered; and
- an amount proportional to the amount of work performed as a part of this Costs Agreement as assessed by our legal practitioner, and payable on receipt of our invoice and are independent of any other fees charged and payable under this Costs Agreement.

#### 5.2 Credit cards

When you pay your first invoice via our payment portal, you are giving us permission to retain your credit card details. We will only keep your credit card details for the duration of your matter and will destroy our record of your credit card details when your matter is completed.

If the credit card details you give us expire, are cancelled or for any other reason cannot be debited by our payments provider, you will give us alternate credit card details as security for our services. If you do not give us these details, we have the right to stop working on your conveyancing until you provide new and valid credit card details.

You can remove this authority to charge your credit card at any time by advising us in writing.

#### 6. GST

If GST is payable on any supply made under or in connection with this Costs Agreement (except where the consideration for the supply is described in this Costs Agreement as being inclusive of GST), you must pay us an additional amount equal to the GST payable on the supply. If GST is not charged on a supply made under or in connection with this Costs Agreement at the time payment is made for that supply, and the Australian Taxation Office or any competent

authority later finds that supply is subject to GST, you must pay us an amount equal to the GST payable on the supply, as well as any associated penalties or interest.

### **7. Our Trust Account**

You are not obliged to use our trust account for this conveyance matter, however sometimes this may be necessary in order to settle your matter. If we instruct you to use our trust account, you will need to comply with the following requirements. If you do not comply with these requirements, you acknowledge that you will not be insured in the event of loss or fraud and you will indemnify Conveyancing.com.au Pty Ltd against any claim.

Requirements:

- please advise your paralegal or lawyer you intend to use our statutory trust account;
- you will be provided with a link to a password protected webpage giving you clear instructions for depositing money via email;
- you must call and speak to your paralegal and request the password and confirm the details of the transfer that you will make. This call will be file noted by your paralegal or lawyer; and
- you must provide evidence of the transfer (copies of transfer receipts or deposit receipts) to your paralegal as soon as possible and in any event no later than two (2) business days after the transfer is made.

If we receive money into our trust account on your behalf, you authorise us to draw on that money to pay any amount due from you to us. Use of our trust account will incur a trust account administration fee and any associated bank cheque fees. You can find these in the Schedule of Fees at the back of the Engagement letter.

### **8. Banking**

You may instruct us to bank cheques as a part of your conveyance. Conveyancing.com.au Pty Ltd will bank them as soon as practical after receipt of funds at Settlement. You acknowledge and indemnify

Conveyancing.com.au Pty Ltd against any claim for loss arising as a result of any delay in banking and the receipt and clearance of funds by your financial institution.

You agree that before you transfer or deposit funds to our firm you will contact our office verbally to confirm the details of our bank account you will be making the deposit to. If you fail to do this and the funds are, as a result, deposited to a fraudulent source, you indemnify Conveyancing.com.au Pty Ltd from any claim of loss arising as a result of this transfer or deposit.

We will always contact you to verify any bank account details that you provide our office with to make sure any funds are deposited to your nominated account. We will not release funds unless we have verified with you your account details. If you are unavailable when we endeavour to contact you to verify these details, settlement may be delayed. In this instance you indemnify Conveyancing.com.au Pty Ltd from any claim for loss arising as a result of this.

### **9. Cessation of work**

We reserve the right to cease work for you at any time without liability and with immediate effect if you fail to pay any invoices issued and payable on request from us (regardless of the payment due date) or if you have acted in a way that would cause a reasonable person to become doubtful of your ability to settle our invoices.

We reserve the right to require you to pay a reasonable amount into our Trust Account to secure payment of our fees and costs prior to resuming work for you.

### **10. Termination of this Agreement**

This Costs Agreement may be terminated by you by giving us written notice at any time. If you terminate the agreement, you will be obliged to pay all fees and charges up to the date of termination. We have the right to retain your file until all fees and costs are paid.

We may also stop work on, or terminate this Costs Agreement by providing you with written notice if:

- you do not provide us with timely, accurate and proper instructions or

information;

- we decide that by continuing to act for you, we would be required to act contrary to any legal, regulatory or professional conduct obligation;
- you fail to provide us with adequate identity documents to support your transaction;
- you breach these terms;
- any invoices are not paid by the due date or you do not pay a requested advance payment on account of future legal costs;
- you indicate to us that you have lost confidence in us;
- we believe on a reasonable basis that you may have lost your legal and/or mental capacity to look after your affairs and you fail to give us proper instructions to act on your behalf;
- we believe, acting reasonably, that there is fraud or attempted fraud occurring in relation to your transaction;
- work required by you falls outside our Scope of Work, including where you seek to terminate an unconditional Contract; or
- you are taking action or foreshadow action to be taken, or require us to perform work, that leads to a perceived and/or actual conflict of interest between you and us for any other just cause.

If we cease to act for you we will take steps to remove our name from the court record in any court proceedings, you will receive a final account which will include all outstanding legal costs, you must pay our legal costs up to the date we cease to act, and we have the right to retain your file until all fees and costs are paid.

Clauses 10, 11, 12, 13, 14, 15, 16, 19, and 21 will survive termination of our engagement under this Costs Agreement.

### **11. Liability**

Irrespective of the party at fault, you agree

that you will pay the first three (3) days of any default interest required to be paid as part of your conveyance transaction upfront whether accrued under the Terms of the Contract, as part of a settlement extension or on transfer duty. You may apply to our office to assess the costs incurred after Settlement.

You may be entitled to recover damages or compensation from us if you suffer loss as a result of our conduct up to and limited (to the extent permitted by law) to \$2 million which is the limit of our professional indemnity insurance through the Legal Practitioners Liability Committee. However, if you are partly responsible for the loss, the amount of the damages or compensation can be reduced having regard to the extent of your responsibility.

We will do our best to action any requests that you make of us that is within the scope of our agreed service in a timely manner. Where possible we will action your requests within one (1) business day, however it cannot be considered as an unreasonable delay, however urgent the matter, if it is actioned within three (3) business days. Where you consider your matter to be urgent and cannot wait, we ask that you assist us in prioritising your matter by calling us and insist on this matter being escalated until your urgent query is resolved immediately.

It is important that you make yourself available for all key dates in relation to your conveyance transaction and advise us of your instructions by those dates. If you fail to make yourself available or to contact us to provide your instructions on the day, then you indemnify Conveyancing.com.au Pty Ltd from any claim or loss arising as a result of this.

### **12. Confidentiality**

Our duty of confidentiality is fundamental to our practice. However, you agree that we may disclose your confidential information to the extent we consider it appropriate for the purpose of completing or processing the matter, as described in the Privacy Collection Statement or as required by law, including:

- third parties who provide services to us (who may be located overseas), including but not limited to Think Support Services Inc;

- our professional advisers and insurers;
- the State Revenue Office, the Electronic Lodgment Network Operators (ELNO) NSW Land Registry Services (LRS); and
- the parties described in the Privacy Collection Statement.

You consent to us recording and transferring materials relevant to your matter to our internal databases for learning and knowledge purposes while making reasonable efforts to ensure that confidential information is neither disclosed outside the law practice nor otherwise used inconsistently with the above obligations.

You agree that data received from you or relating to you (which may include confidential information) may be hosted on our behalf by third party technology providers (including cloud providers).

You acknowledge and consent that your information can be accessed anywhere in the world by agents, contractors, employees and members of Conveyancing.com.au Pty Ltd and other subsidiary companies such as Think Support Services, Inc. All agents, contractors, employees and members of Conveyancing.com.au Pty Ltd and the related companies are bound by the same or equivalent privacy and confidentiality laws that govern the legal profession within Australia.

### **13. Privacy**

You agree to the uses and disclosures of your information (including personal information) as described in the Privacy Collection Statement. Please contact us immediately if you do not consent or would like to withdraw your consent to such uses or disclosures.

### **14. Intellectual Property**

You agree that we own and will retain all intellectual property rights in all documents and other material we create in the course of your matter. You further agree that any material that you provide to us will not infringe the intellectual property rights of any third party.

### **15. Conflicts of Interest**

You must provide us with all relevant information so we can conduct full and proper conflict

checks.

In each matter in which we act for you, we act as your independent legal adviser solely in your best interests unless you agree that we can act for another party as well.

By entering into this Costs Agreement, you agree that we are permitted to act on the other side of a transaction from any person who we have previously acted for or are currently acting for, or both parties in a transaction provided we comply with all applicable professional rules, keep the information of each client confidential, are able to act in the best interests of each client and, where appropriate, use separate teams.

You agree that we are not obliged to disclose to you, or to take into account in advising you, information that is confidential to any other client or any other person, even if it would be to your advantage to have that information.

We reserve our rights to refuse to act for another party to a transaction or a conflict matter at any time.

### **16. Feedback**

We aim to give you the best possible conveyancing service, but if you have any questions or concerns about your transaction you can:

- write to your paralegal setting out your questions or concerns and we will work to provide you with a response within two (2) to five (5) business days of your correspondence,
- if you are still not satisfied with our response, you can escalate your concerns to our Customer Resolution Manager by emailing [feedback@conveyancing.com.au](mailto:feedback@conveyancing.com.au)

If you have any complaints about our service, you agree that you will not post any comments on social media sites unless you have notified us by the above means, and we have not responded to you within two (2) business days. We reserve the right to ask you to remove any material that you post if you fail to comply with this term. If you fail to comply with our request and your complaints are proven to be false, we reserve the right to claim any losses suffered as a result of your

actions.

### **17. Email**

Electronic communications may not appear in the same format in which they are sent, are sometimes delayed or not delivered, can be copied and edited and may contain computer viruses. To the extent permitted by law, we are not liable for any loss or damage you suffer because of technical issues (including delay or non-delivery), access without our knowledge or interference caused by a third party, or for any other reason outside of our control.

### **18. Mail**

We will not accept any responsibility if post or parcels sent from or to our office are lost and we are not liable for any loss or damage if post or parcels are lost in transit, to or from you.

### **19. Your records**

You agree that Conveyancing.com.au will, upon closing your file, retain your documents (save for documents deposited in our safe custody) for no more than six (6) weeks.

Subject to any instructions by you to the contrary, you authorise us to destroy, at any time and without consulting you, any documents we hold in hard copy form regarding your matter that by law are regarded as belonging to you (except any deeds, leases and agreements which we will forward to you).

After that time, we will digitally image your papers and destroy the originals. The digital copies of your papers will be stored on our servers for a period of no longer than seven (7) years after which time, unless you instruct us otherwise, we will destroy them without further notice to you.

Once your matters are closed and archived, you may ask us to provide you with a copy of documents, correspondences or information from your archived matter. We may charge you a fee for this service.

### **20. Novation**

If we transfer our firm to another legal practice, we may assign our rights and obligations in this Costs Agreement and transfer documents to the legal practice that acquires our firm on

provision of written notice to you, which we may send by email to the email address provided to us in this Costs Agreement. Unless you give us a written direction to the contrary in relation to the conduct of your file, the assignment of our rights and obligations and the transfer of documents, will become effective fourteen (14) days after delivery of notice by us.

### **21. Governing Law**

You acknowledge and accept that we are a national law firm with service delivery offices in various jurisdictions and that these terms (together with this Costs Agreement) are governed by federal and state laws. The laws of New South Wales apply to this Costs Agreement. The courts of that jurisdiction will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Appointment Terms, the Costs Agreement or any matter arising from them.

## Schedule of Costs

Our fixed professional fees are strictly limited to the work involved in a standard residential conveyance. We have set out below a schedule of costs for additional services that do not form part of a standard residential conveyance and that we are able to provide upon request. We have also set out in this Schedule our administration fees.

We reserve the right to quote for any work requested that is subject to your specific needs.

### Conveyancing.com.au Schedule of Costs

<b>Service</b>	<b>Cost (inclusive of GST)</b>
Land Contract Review – Off the plan property	From \$399
Cancellation fee for contract review	\$110
Termination fee for a conveyance	\$150
Surcharge for contract review of contracts over 1000 pages	\$275
Surcharge for same day contract review	\$100 in addition to fee payable for contract review
Additional Negotiation after a Contract Review	\$550 per hour (Principal Lawyer) \$330 per hour (Lawyer) \$220 per hour (Conveyancer)
Survivorship Application	\$330
Transmission Application	\$330
Application to replace lost title	\$550
Deed of Variation drafting/Review	\$330
Licence agreement drafting	\$330
Licence agreement review	\$330
Preparation of purchasers Caveat	\$250
Withdrawal of caveat	\$330
Surcharge for settlement required in 21 days or less	\$75
Surcharge for settlement required in 14 days or less	\$120
Surcharge on conveyancing fees on a property of value greater than or equal to \$2 million	\$250
Rework of customer error in name disclosure	\$250
Issuing a Notice of Default	\$770
Receiving and reviewing a Notice of Default	\$330
Change of settlement time or date after the first change	\$110 per date or time change
Deposit and/or finance extension requests after the first change	\$110 per extension request
Unreasonable postponement of settlement caused by you or your lender	\$220 (minimum charge)
Preparation of statutory declaration for client for use in Verification of Identity.	\$175
Preparation of a statutory declaration for client	\$175
Preparation of an Owners Corporation Certificate	\$220
General Power of Attorney drafting	\$330
Property Contract drafting	\$299
Defence Housing Australia surcharge for contract review	\$275
Defence Housing Australia surcharge for conveyancing	\$275
Banking / collection of cheques	\$30
Trust account electronic funds transfer (EFT) to an Australian bank account	\$55
Trust account EFT to an international bank account	\$75
Fees to use our Trust account (when this is optional)	\$192.50
Trust account cheque fee	\$10 each
Verification of Identity in person	\$220
Surcharge for paper settlements	\$550

Additional Legal Work outside the scope of a normal conveyancing transaction	\$550 per hour (Principal Lawyer) \$330 per hour (Lawyer) \$220 per hour (Conveyancer)
--	--

## Fee Glossary

1. **Land Contract Review – Off the plan property**
2. **Cancellation fee for contract review**

This fee relates to the cancellation of our services after a Buyer has requested a Contract Review. The cancellation fee is payable when a Lawyer or Conveyancer has worked on the review.

Scripting “we charge a cancellation fee in the event you have engaged our services and decide your no-longer with to proceed. Our Lawyer has commenced work on the review and we require the cancellation fee of \$110 for work completed.”

3. **Termination fee for a conveyance**

This fee relates to the termination of our services after the Buyer has appointed us as their representative for conveyancing. The cancellation fee is payable at the point we have commenced work on the file following the completion of the webform.

Scripting “as per our schedule of costs, our fee for terminating our service is \$150. This reflects a fair payment for work rendered to date and is payable upon termination of your retainer with us.”

4. **Surcharge for contract review of contracts over 1000 pages**

This fee relates to an extra charge when the total pages of a review exceeds 1000 pages.

Scripting “we have performed a preliminary review of the Contract and it exceeds 1000 pages in length. We have a \$250 surcharge payable on Contracts that exceed 1000 pages. This is required as the review of the Contract by one of our Lawyers will take much longer than normal.”

5. **Additional Negotiation after a Contract Review**

We offer negotiation as part of our Contract Review service. This is not infinite and we need to charge when the additional negotiation becomes prolonged.

Scripting “we are happy to negotiate on your behalf as part of our normal Contract Review service. Your negotiation has advanced beyond our normal service. We are happy to continue to negotiate on your behalf but this will be charged as an additional hourly fee. My hourly fee is \$XXX – I am happy to provide you an approximate time to expect if you wish to proceed.”

6. **Survivorship Application**

This fee relates to an additional charge where we are required to lodge a Survivorship application during the file. This is required where a party on the title is deceased and the share is automatically transferred to the remaining party upon death. The transfer is required to be done through PEXA.

It is important to note this charge relates to the professional fees only. Third party fees from the land registry and PEXA will be charged as a disbursement.

7. **Transmission Application**

This fee relates to an additional charge where we are required to lodge a Transmission application during the file. This is required when the party on the property title is deceased and the property needs to be transferred to the individual charged with managing the deceased estate, often called an executor.

It is important to note this charge relates to the professional fees only. Third party fees from the land registry and PEXA will be charged as a disbursement.

#### **8. Application to replace lost title**

This fee relates to the charge where we are required to complete a lost title application. This is required when a title is lost and unable to be located.

It is important to note this charge pertains to the professional fees only. The Land Registry fee for the application is \$403.40.

Scripting "As per our schedule of costs, our professional fee for completing an application to replace a lost title is \$550. This does not include the payment of any third party fees, namely the land registry fee of \$403.40 to lodge the transaction."

#### **9. Deed of Variation drafting/Review**

This fee relates to the charge for drafting or reviewing a deed of variation. We may be asked to prepare or review a deed in any jurisdiction.

Scripting "as per our schedule of costs, reviewing/drafting a deed of variation falls outside the scope of a normal conveyancing transaction and attracts an additional fee. This needs to be completed by one of our experienced Lawyers and attracts a fee of \$330 inclusive of GST."

#### **10. Licence agreement drafting**

This fee relates to the charge for drafting a licence agreement for early access to the property prior to settlement. We may be requested by either our client or the other side to draft a licence agreement. In this situation, we would charge a fee to prepare the agreement.

Scripting "we are happy to draft the licence agreement for you. As per our schedule of costs, this is an additional service outside of our fixed fee and the fee for drafting the agreement is \$330 inclusive of GST."

#### **11. Licence agreement review**

This fee relates to the charge for reviewing a draft licence agreement on behalf of a client.

Scripting "we have received a licence agreement prepared by the other side. As per our schedule of costs, reviewing the deed is a service outside of our fixed fee and the fee for drafting the agreement is \$330 inclusive of GST."

#### **12. Preparation of purchasers Caveat**

The purpose of a caveat is to record the incoming interest on the title and prevent any other dealing with the land without the caveators knowledge. The Seller receives notification once lodged and it will remain on title until either removed, by you or automatically on settlement.

#### **13. Withdrawal of caveat**

This fee relates to the work required to facilitate discharging a caveat noted on title. This will only impact sale files where the title is restricted by a caveat. All caveats are required to be withdrawn prior to settlement proceeding. This charge includes liaising with the other party about the requirements to withdraw the caveat, facilitating the withdrawal through the PEXA workspace and providing the client information about the caveat. It does not include providing advice about the legitimacy of the caveatable interest or engage in any dispute over the caveat.

Scripting “based on your instructions, we note the caveat will be withdrawn at settlement. The work involved in withdrawing the caveat is not included in our standard fixed fee.

As per our schedule of costs, the fee for arranging the withdrawal of caveat is \$330. This includes the extra work involved in liaising with the other party about the requirements to withdraw the caveat, facilitating the withdrawal through the PEXA workspace and providing the client information about the caveat.

Providing advice as to the legitimacy of the caveatable interest or engaging in any dispute is outside the scope of our service. If you wish to obtain this service, you should seek legal advice from another firm.”

#### **14. Surcharge for settlement required in 21 days or less**

The standard settlement timeframe is usually 30 days. Under this time, we need to prioritise ensuring that settlement proceeds on time and always results in extra work.

#### **15. Surcharge for settlement required in 14 days or less**

The standard settlement timeframe is usually 30 days. Under this time, we need to prioritise ensuring that settlement proceeds on time and always results in extra work.

#### **16. Surcharge on conveyancing fees on a property of value greater than or equal to \$2 million**

This fee relates to the surcharge placed on properties with a sale price above \$2 million. The fee reflects the added risk taking on properties above this number and our insurance costs.

#### **17. Rework of customer error in name disclosure**

We confirm client details at the commencement of the file, including the completion of an onboarding webform. If a client changes instructions after we have completed paperwork and commenced settlement preparation, we are able to charge for the work to redo key documentation.

#### **18. Issuing a Notice of Default and/or Rescission or Notice to Complete**

This fee relates to our professional fees in issuing a Notice of Default (VIC) or Notice to Complete (NSW). In this situation, we would be instructed by our client to issue the notice and the fee would be payable.

A Notice of Default specifies the particulars of the default and gives the offending party 14 days to remedy the default.

A Notice of Rescission specifies the default, sets out how to rectify the default including how much money needs to be paid if payment is outstanding, give the consequences if the default is not remedied and the time provided in the contract to remedy the default and refer to the relevant provision in the contract. If the default is not remedied then the issuer may end the Contract.

A notice to complete is a notice that the sender (issuing party) issues to the receiver (party who receives the notice). The notice requires the receiver to complete the contract within a reasonable timeframe following the provisions of the contract.

#### **19. Receiving and reviewing a Notice of Default and/or Rescission or Notice to Complete**

This fee relates to our firm receiving a Notice of Default or Notice to Complete on behalf of a client.

#### **20. Change of settlement time or date after the first change**

This fee relates to a situation where our client has requested multiple changes to the contract settlement date. The first change is considered part of our fixed fee. Ongoing changes to the settlement date incur a fee of \$110 per change, reflective of the work required to accommodate a change. This is a discretionary fee and you should consult your leader for guidance.

#### **21. Deposit and/or finance extension requests after the first change**

This fee relates to a situation where our client has requested multiple extensions to the finance or deposit due date. The first request is considered part of our fixed fee. Ongoing changes to the settlement date incur a fee of \$110 per change, reflective of the work required to accommodate a change. This is a discretionary fee and you should consult your leader for guidance.

#### **22. Unreasonable postponement of settlement caused by you or your lender**

This fee relates to a situation where we are unable to proceed to settlement due to a delay caused by the client or their lender. We are probably going to allow an initial postponement without the charge but we should always liaise with the Settlement Lead to determine.

Examples of this would be:

- A lender failing to sign off a PEXA workspace and creating a delay in settlement
- Unreasonable delay caused by the instructions of our client not to settle. For instance, the pot plant has been removed and I'm not settling until it is put back

#### **23. Preparation of statutory declaration for client for use in Verification of Identity.**

This fee relates to the preparation of a one and the same statutory declaration for the purposes of confirming a client's identity.

Scripting "in order to confirm your identity, we are required to request a one and the same statutory declaration complement your identity documents. We can draft this for you and as per our schedule of costs, a fee of \$175 inclusive of GST is payable."

#### **24. Preparation of a statutory declaration for client**

This fee relates to the preparation of a statutory declaration for a client. This is separate to the fee relating to verification of identity.

#### **25. Preparation of an Owners Corporation Certificate**

This fee relates to the situation where an Owners Corporation is self-managed and CCA are required to draft the Owners Corporation Certificate on behalf of a client.

Scripting "as your Owners Corporation is self-managed, it will require an Owners Corporation Certificate to be drafted. This is a compulsory disclosure document required to be included in the Section 32. As per our schedule of costs, the fee for preparation of the Certificate is \$220 inclusive of GST."

#### **26. General Power of Attorney drafting**

A general non-enduring power of attorney authorises a person or persons to act on your behalf in relation to your financial matters for a specified period of time. For example, if you need another person to act on your behalf to complete the property settlement.

#### **27. Surcharge for same day contract review**

This fee relates to the surcharge applicable to same day reviews received after 3pm that day. This is always subject to the capacity of the AU legal team to complete the review.

Scripting "I have checked with our legal team and we can accommodate your review today. We advise that there will be a same day surcharge of \$100 on the review, reflecting the reprioritisation of resources to perform the review today."

#### **28. Defence Housing Australia surcharge for contract review**

Defence Housing Australia provide housing and related services to members of the Australian Defence Force and their families. Occasionally, we will come across conveyancing transactions that involve purchasing ex-defence housing properties. These contracts contain extra provisions and obligations.

The additional fee is reflective of the extra work involved in reviewing the contract.

Scripting “there is a surcharge payable for properties involving Defence Housing Australia. This is reflective of the extra work required to review the additional clauses in the Contract.”

#### **29. Defence Housing Australia surcharge for conveyancing**

Defence Housing Australia provide housing and related services to members of the Australian Defence Force and their families. Occasionally, we will come across conveyancing transactions that involve purchasing or selling a property to or from Defence Housing Australia. These transactions contain extra provisions and obligations which require extra work outside of our standard fixed fee.

The additional fee is reflective of the extra work required in completing the transaction.

Scripting “there is a surcharge payable for properties involving Defence Housing Australia. This is reflective of the extra work required throughout the process.”

#### **30. Banking / collection of cheques**

This fee relates to the cost of banking or collecting cheques on your behalf.

#### **31. Trust account electronic funds transfer (EFT) to an Australian bank account**

Standard trust fee

#### **32. Trust account EFT to an international bank account**

Standard trust fee

#### **33. Fees to use our Trust account (when this is optional)**

Standard trust fee to voluntarily use our trust account

#### **34. Trust account cheque fee**

Standard trust fee

#### **35. Verification of Identity in person**

Providing a verification of identity in person should be avoided at all costs. If approved by senior management, the individual may attend an authorised office and the fee payable is \$220 inclusive of GST.

This is not an advertised service.

#### **36. Surcharge for paper settlements**

Most settlements we perform in VIC, QLD and NSW are through PEXA. There are some exceptions and these need to be completed in paper. Paper settlements are much more challenging to accommodate – especially being a digital conveyancing service.

We charge this surcharge to account for the extra work on top of our professional fees for conducting a settlement by paper.

Scripting “we are a digital business that specialising in guiding you through the process. Our preferred method of settling matters is using electronic settlement provider PEXA. In the event you choose to settle via paper, we charge a surcharge of \$550.”

#### **37. Additional Legal Work outside the scope of a normal conveyancing transaction**

We charge a fixed fee that reflects the cost of running a standard conveyancing file. Occasionally, a file will become complicated and require additional work to be completed. This work is completed by one of our experienced team of Lawyers and Conveyancers.

It is important to be able to identify when this applies and have the confidence to advise the client accordingly.

Examples of this would be:

- Negotiated to exit a Contract of Sale
- Significant Contract amendment requests and ongoing negotiation
- Extra work during the course of the conveyancing transaction not part of the standard service
- Requested additional attendances with a Lawyer or Conveyancer (CCA error excluded)