

## Buyer And Seller Appointment Terms And Conditions

### 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 read together make up the complete costs agreement (\*Costs Agreement\*), thank you for taking the time to read these.

#### You can accept the Costs Agreement by:

1. Completing our webform
2. Signing (e-sign or by hand) and returning the acknowledgement below;
3. By telling us that you accept our offer verbally or by email; or
4. 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.

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.

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 authorised instructions from all of you.

If one of you accept the Costs Agreement, the acceptance will be for and on behalf of all of you.

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

1. These Appointment Terms and Conditions; then
2. 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.

#### **IMPORTANT**

Your 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.



## 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 our Scope of Work 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 additional works.

If you would like to instruct us to exclude any steps that are generally considered usual and necessary in a standard residential conveyance, or to save costs by not taking a certain action, such as ordering costs, please make a request in writing to your paralegal/lawyer. In doing so, you acknowledge that you accept any and all risks associated with the exclusions, and you 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
- Building Contracts or other related agreements
- 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



- Leases, letting or residential tenancies
- Caretaking and letting agreements
- Shortening or waiving of the cooling off period
- Advice on financial agreements, court orders, deeds of family arrangements
- 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:

1. 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;
2. Cooperate in the matter and do all that we reasonably request of you in a timely manner;
3. Accept and follow our reasonable legal advice; and
4. 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:**

1. The progress of your matter; and
2. 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 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.

#### **4. Cost Disclosures**

The Legal Profession Uniform Law Act VIC applies to legal costs in relation to Victorian matters. The Legal Profession Uniform Law Act NSW applies to legal costs in relation to New South Wales matters. The Legal Profession Act 2007 applies to legal costs in relation to Queensland matters.

**You have rights under the applicable Act referred to in clause 4 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

**VIC** - Victorian Legal Services Board and Commissioner

**NSW** - Office of the Legal Services Commissioner

**QLD** - Legal Services Commission

- Apply for costs to be assessed within 12 months if you are unhappy with our costs; or
- Apply for the costs agreement to be set aside.

For more information about your rights, please read the fact sheet titled "Legal costs – your right to know" which you can obtain from us or the Legal Services Commissioner.

#### **5. Payment**

**Sale transactions:**

Our fees are payable in stages:

- Fixed professional fee (drafting) and search package costs payable on engagement and completion of searches (stage 1 costs)
- Balance of Conveyancing fees and search package fees payable at settlement (stage 2 costs)
- You may opt in and agree to be charged a \$1 upfront fee using a credit card and the balance of your total conveyancing fees (stage 1 costs and stage 2 costs) are payable on the day of settlement of the property, if settlement occurs; or
- Where your property has not sold, your total conveyancing fees and searches (stage 1) will be deducted from your debit/credit card after 90 days.
- If for any reason, we are unable to deduct monies from your 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.





## Purchase Transactions

Our fees are payable in stages:

- If an optional Contract Review is requested, the fixed professional fee for the review is payable on completion of the review (stage 1 costs)
- Balance of Conveyancing fees and search package fees payable at settlement (stage 2 costs).

### 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:

1. \$110 (inclusive of GST) plus a fee associated with any searches ordered, and
2. An amount proportional to the amount of work performed as a part of this Costs Agreement as assessed by our legal practitioner.

These fees are 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 conveyancing 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:**

1. Please advise your paralegal or lawyer you intend to use our statutory trust account;
2. You will be provided with a link to a password protected webpage giving you clear instructions for depositing money via email;
3. You must call and speak to your paralegal and request the password and confirm the details of the transfers that you will make. This call will be file noted by your paralegal or lawyer; and
4. 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 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 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:**

1. You do not provide us with timely, accurate and proper instructions or information;
2. We decide that by continuing to act for you, we would be required to act contrary to any legal, regulatory or professional conduct obligation;
3. You fail to provide us with adequate identity documents to support your transaction;
4. You breach these terms;
5. Any invoices are not paid by the due date or you do not pay a requested advance payment on account of future legal costs;
6. You indicate to us that you have lost confidence in us;
7. 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;
8. We believe, acting reasonably, that there is fraud or attempted fraud occurring in relation to your transaction;
9. Work required by you falls outside our Scope of Work, including where you seek to terminate an unconditional Contract; or
10. 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:

1. Third parties who provide services to us (who may be located overseas), including but not limited to Think Support Services Inc;
2. Our professional advisers and insurers;







3. The State Revenue Office (VIC/NSW), the Electronic Lodgment Network Operators (ELNO), The Land Use Victoria (VIC) ; Land Registry Services (NSW/QLD)
4. 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:

1. 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,
2. 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) (<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.

For properties situated and located within New South Wales- The laws of New South Wales apply to this Costs Agreement.

For properties situated and located within Queensland- The laws of Queensland apply to this Costs Agreement. For properties situated and located within Victoria- The laws of Victoria 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.

# Privacy Collection Statement

## **\*Privacy Collection Statement\***

Protecting your privacy is important to Conveyancing.com.au. During the course of our engagement, we will collect and use information about you as set out in this statement (including personal and confidential information).

By signing and returning the Engagement Letter to us, telling us you accept the Engagement Letter or continuing to instruct us after you have received the Engagement Letter, you also agree to the terms of this Privacy Collection Statement, including consenting to the uses and disclosures of this information.

## **\*In particular, you consent to:\***

- \*• The disclosure of personal information to our Introducer Partners and our Business Partners; and\*
- \*• Our payment/receipt of referral fees.\*

**[\\*Please contact us immediately if you do not consent to the uses or disclosure of the information set out below.\\*](#)**

## **\*Why we collect your information\***

Your information enables us to send information, provide you with updates and process your product or service order, including:

- Processing and facilitating arrangements for conveyancing, and any additional products or services requested by you during the conveyancing process;
- Verifying your identity;
- Communicating with you before, during and after conclusion of your conveyancing matter;
- Communicating with you and relevant third parties various milestones concerning your transaction (such as completion of searches, contract exchange, updates on financing, and the status and completion of settlement);
- Identifying and facilitating delivery of products and/or services through our related companies or business partners or both;
- Developing and improving conveyancing products and services;
- Assisting us in running our business including performing administrative and operational tasks (such as training and managing staff, risk management, planning research and statistical analysis, and systems development and testing); and
- Contacting you with marketing and promotional materials regarding our offers or promotions, and those of our related companies, trusted partners and other third parties.



### **\*Disclosure of your information\***

We may disclose your information to any of our employees, officers, related companies, insurers, professional advisers, agents, trusted partners, suppliers or subcontractors as necessary to perform the services.

#### **We may also share your information with:**

- **\*Our service providers and other third parties\*** (who may be located overseas including in the Philippines, US, NZ and Singapore) so that they can assist us to provide you with the requested products and services;
- **\*Organisations that have an alliance with us\*** to share information for marketing or analytics purposes (and any of its outsourced service providers or agents), to enable them or us to provide you with products or services; and/or to promote a product or service that may be of interest to you;
- **\*Third parties involved in the property transaction\*** (e.g. a seller's agent) for the purpose of discussing various milestones concerning your transaction; and
- **\*Third party review platforms\*** for them to email you requesting you to leave a review of your experience with [Conveyancing.com.au](https://www.conveyancing.com.au) on their platform.

If you don't provide us with this information, we may be unable to provide you with the services you have requested.

### **\*Disclosure of information to our partners\***

We know buying or selling (or transferring) a home can be a stressful time, there are so many things to think about, and knowing what you have to do and when, can be time consuming and confusing. We have helped thousands of Australians on their property journey, and we would like to help you with yours.

By partnering with services that can offer you the help you need, when you need it, we can guide you through the steps you need to take in order to get into your new home with confidence.

There are two relationships we have which may involve us paying or receiving a fee in connection with your conveyancing matter: (i) Introducer Partner Referrals; and (ii) Business Partner Referrals.

### **\*Introducer Partner Referrals\***

As at 1 February 2024, we have entered into referral agreements with the following introducer partners:

- \*• First Title (ACN 075 279 908) (AFSL 263876) \*
- \*• Stewart Title (ABN 59 101 720 101)\*
- \*• MovingHub Pty Ltd\*
- \*• Royal Automative Club Victoria (RACV)\*
- \*• Westpac\*





(collectively \*"Introducer Partners"\*)

From time to time, we may add or remove businesses from this list of Introducer Partners. Please contact us if you would like a current list of all Introducer Partners.

We may receive certain fees from our Introducer Partners if you purchase a product or service from those Introducer Partners (including those described below):

- \*RACV\* - \$50 ex GST for each sale of a RACV home insurance policy that originates from a CCA lead.
- \*First Title\* - \$82.50 processing fee on all policies.
- \*Stewart Title\* - \$75 processing fee on all policies. Stewart Title waives any rights and remedies or relief to which they become entitled to in their policies by way of subrogation against us and provide an indemnity where a claim is brought against us with respect to a matter that would be covered under the Stewart Title policies.

Acting as a representative of Stewart Title does not mean we are obliged to use Stewart Title exclusively. Additionally, we are not an agent of Stewart Title and have no authority to bind Stewart Title in any way.

- \*Moving Hub\* - Commissions for electricity \$132, gas \$99, broadband \$66, pay TV, \$55, cleaning and removals \$5.50 and storage \$38.50
- Home and contents insurance 2.0%;
- Car insurance 2.0%;
- Landlord Insurance 2.0%;
- Landlord Advantage insurance 3.0% , per sale of base premium in each case
- \*Westpac - \*0.4%+GST remuneration on all successful loans settled and paid from conveyancing.com.au referrals  
\_\*\\*fees as at \*\_\*1 February 2024

While an arrangement such as this has the potential to cause a conflict of interest (as we may receive a payment from a third party), we do not recommend any of the Introducer Partner's products or services, and suggest that you consider whether those products or services are right for you.

Should any conflict of interest arise, or should any detriment be caused to you as a result of our relationships with our referral partners, you have the right to terminate our agreement and choose a different conveyancing firm.

You also have the right to seek independent legal advice about these referrals and about any perceived conflict of interest.

By agreeing to the Engagement Letter, you agree that we may disclose to our Introducer Partners your name, your telephone number, your email address and the type of transaction you have



engaged us for (including the address of the property you have purchased or sold) and your settlement date.

If you provide consent, our Introducer Partners may contact you to discuss the professional services that they offer. There is no cost to you for this referral, and you are not obliged to use any service offered to you by an Introducer Partner.

If you do engage with an Introducer Partner you accept that Conveyancing.com.au is not liable for any loss suffered or incurred by you in any way whatsoever as a result of such engagement.

**\*Business Partner Referrals\***

If you have been referred to us by another professional in the property transacting industry, such as your Real Estate Agent, RACV, or CCA Digital Pty Ltd (\*Business\* \*Partners\*), we may pay that Business Partner a referral fee upon successful settlement of your transaction. Please contact us if you would like a current list of all Business Partners.

The table below contains a list of some of the benefits that may be payable. We won't seek to recover any of these fees from you.

By agreeing to the Engagement Letter, you agree that we may disclose to our related companies and our Business Referral Partners details about you and about various milestones concerning your transaction (such as completion of searches, the ordering, booking and satisfaction of building and pest inspections, contract exchange, payment of deposit, updates on financing, contracts becoming unconditional and the status and completion of settlement).

Please note an arrangement like this has the potential to cause a conflict of interest (due to the perception we may consider the interests of the Business Partner in order to receive additional referrals). However, nothing about these referral arrangements will impact the services we provide to you, and we will always endeavour to act in your best interests.

Should any conflict of interest arise, or should any detriment be caused to you as a result of our relationships with our Business Partners, you have the right to terminate our agreement allowing you to choose an alternate conveyancing firm.

You have the right to seek independent legal advice about referrals and about any perceived conflict of interest.

If you do engage with a Business Referral Partner you accept that Conveyancing.com.au is not liable for any loss suffered or incurred



by you in any way whatsoever as a result of such engagement.

For more on what personal information we collect, use and disclose, please see our Privacy Policy - [Conveyancing.com.au](https://www.conveyancing.com.au). Our privacy policy also contains information about how you can contact us about any privacy concerns you may have, or to request to access or correct the personal information we hold about you.

Other than as stated in this Privacy Collection Statement and our Privacy Policy, we will not disclose or act in any way which would disclose your personal information to any other person without your consent.



## 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.

SERVICE	COST (INCLUSIVE OF GST)
<strong>CONTRACT REVIEW</strong>	
Land Contract Review – Off the plan property	From \$399
Surcharge for contract review of contracts over 1000 pages	\$275
Surcharge for same day contract review <i>Requests received after 3pm –subject to the capacity of our legal team to complete the review.</i>	\$100 in addition to fee payable for contract review
Additional Negotiation after a Contract Review <i>We offer reasonable (standard) negotiation as part of our Contract Review service. This legal work is not infinite and we need to charge when the additional negotiation becomes prolonged, we will advise you if the negotiations are beyond standard.</i>	\$550 per hour (Principal Lawyer)  \$330 per hour (Lawyer)  \$220 per hour (Conveyancer)
Defence Housing Australia surcharge for contract review	\$275
<strong>CANCELLATION OF OUR SERVICES</strong>	
Cancellation fee for contract review <i>Payable if you cancel once lawyer has commenced the review.</i>	\$110
Termination fee for a conveyance <i>Payable for cancellations after completion of the engagement webform, where we have commenced work on your file.</i>	\$150
<strong>URGENCY AND PRIORITY SURCHARGES</strong>	
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



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<b>Defence Housing Australia surcharge for conveyancing</b>	<b>\$275</b>
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*Defence Housing Australia provide housing and related services to members of the Australian Defence Force and their families. These transactions contain extra provisions and obligations which require extra work outside of our standard fixed fee.*

#### **CHANGE OF TERMS**

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<b>Change of settlement time or date after the first change</b>	<b>\$110</b> per date or time change
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<b>Deposit and/or finance extension requests after the first change</b>	<b>\$110</b> per extension request
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<b>Unreasonable postponement of settlement caused by you or your lender</b>	<b>\$220</b> (minimum charge)
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<b>Deed of Variation to Contract (drafting of variation/Review of variation)</b>	<b>\$330</b>
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<b>Rework of customer error in name disclosure</b>	<b>\$250</b>
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*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 will charge for the work to redo key documentation.*

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<b>Licence agreement drafting</b>	<b>\$330</b>
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*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.*

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<b>Licence agreement review</b>	<b>\$330</b>
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#### **ADDITIONAL LEGAL SERVICES**

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<b>Additional Legal Work outside the scope of a normal conveyancing transaction</b>	<b>\$550</b> per hour (Principal Lawyer)
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*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.*

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	<b>\$330</b> per hour (Lawyer)
	<b>\$220</b> per hour (Conveyancer)

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<b>Property Contract drafting</b>	<b>\$299</b>
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*Drafting is included in our Victorian and NSW fixed sale costs but additional fees may apply if re-drafting is required or if QLD drafting is requested(no.*

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<b>General Power of Attorney drafting</b>	<b>\$330</b>
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*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.*

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<b>Deceased estate: Survivorship Application or Transmission Application</b>	<b>\$330</b>
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*If we are required to lodge a Survivorship application during the file (joint proprietors on title with a deceased party) or a Transmission application during the file (for a deceased party not holding as joint proprietor). 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.*

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<b>Preparation of statutory declaration for client for use in Verification of Identity.</b>	<b>\$175</b>
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<b>Preparation of a statutory declaration for client</b>	<b>\$175</b>
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<b>Preparation of an Owners Corporation Certificate in lieu of an Owners Corporation Manager</b>	<b>\$220</b>
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<b>Non-Transfer (other) Land Titles lodgments</b>	
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<b>Preparation of purchasers Caveat</b>	<b>\$250</b>
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*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.*

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<b>Withdrawal of caveat (non-disputed)</b>	<b>\$350</b>
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*This fee relates to the work required to facilitate discharging a non-disputed 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.*

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<b>Application to replace lost paper title (Victoria)</b>	<b>\$530</b>
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*This fee relates to the charge where we are required to complete a lost title application for a lost paper title in Victoria. It is important to note this charge pertains to the professional fees only. The Land Registry fee for the application is approx. \$400+ and subject to change.*



### **Matters In Default (Breach) Of Contract**

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. In addition to our *“additional legal work”* fees outlined above Notices may be served for breaching parties during a transaction.

<b>Issuing a Notice of Default</b>	<b>\$770</b>
<b>Receiving and reviewing a Notice of Default</b>	<b>\$330</b>
<b>Legal Trust Account</b>	
<b>Trust account electronic funds transfer (EFT) to an Australian bank account</b>	<b>\$55</b>
<b>Trust account EFT to an international bank account</b>	<b>\$75</b>
<b>Fees to use our Trust account after settlement (Retention of Trust Funds) into our Trust Account</b>	<b>\$192.50</b>
<b>Trust account cheque fee</b>	<b>\$10 each</b>



### **Non-Digital Conveyancing Requirements**

Conveyancing.com offers an affordable e-conveyancing experience. Most settlements we perform in VIC, QLD and NSW are electronic via 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.

<b>Verification of Identity in person</b>	<b>\$220</b>
<b>Surcharge for paper settlements</b>	<b>\$550</b>
<b>Banking / collection of cheques</b>	<b>\$30</b>