

SCHEDULE OF FIXED FEES
PURCHASE (MANUAL SETTLEMENT)
(HOUSE / LAND / UNIT / APARTMENT / VILLA / TOWNHOUSE REGISTERED)

Conveyancing Costs	
Reviewing contract of sale and building contract (if part of the land contract), providing advice and negotiating terms and conditions with the vendors solicitor; Post exchange attending to searches (if instructed) and enquiries, serving requisitions, attending to settlement adjustments, drafting transfer, attending to stamp duty, and preparation for settlement.	\$1,100.00 (incl GST)
THE FOLLOWING DISBURSEMENTS ARE INCLUDED IN THE FIXED FEE (ESTIMATE ONLY)	
1 X s603 certificate	
1 x Water Rate	
OSR Stamp Duty fees	

PLEASE THE ABOVE DISBURSEMENTS ARE AN ESTIMATE ONLY AND FURTHER DISBURSEMENTS MAY BE INCURRED. IF THERE ARE ANY ADDITIONAL CHARGES WE WILL ADVISE YOU ACCORDINGLY.

ADDITIONAL DISBURSEMENT NOT INCLUDED IN THE FIXED FEE:	
Pexa Transaction fee - Please note that if the vendor elects to use Pexa to finalise settlement this is charged by Pexa	\$116.60
Your Registration fees to transfer the title (e.g. registration of transfer) – This should be covered by your loan, if you are getting a mortgage. Check with your bank.	\$146.40 per dealing
Australia Post VOI – It is compulsory that we verify your identity.	\$49.00
Infotrack Web VOI – This is a link sent to your phone.	\$12.95
Settlement agents' fees for manual settlement (if settlement is not settled electronically via PEXA)	\$180.00 including GST
Local Land Services Certificates	\$78.00 per certificate
Any additional water licence or other rural land searches (this depends on the land)	Estimate \$180.00

The following government searches are not included in the agreed fixed fee. This is optional and please note that we highly recommend these searches be conducted to investigate the possibility of a government entity seeking an interest in the property, which the Vendor has not he Contract. By accepting our schedule of fees, you understand the risks to conducting these searches.

Estimate Only – Prices may vary depending on the location of your property (ESTIMATES ONLY)	
Ausgrid	\$55.32
Jemma Gas Networks	\$66.48
Rail Corporation	\$59.80
Road Maritime Services	\$59.80
Transgrid	\$91.75
Endeavour Energy	\$91.75
Telco	\$129.77

COSTS DISCLOSURE

In accordance with Part 4 of the Conveyancing Licensing Act 2003, you may notify the Civil and Administrative Tribunal of any dispute in regard to our fees.

COSTS AGREEMENT

PURCHASE

Thank you for your instructions to act in this matter. We are required by the Conveyancers Licensing Act 2003 to set out the following terms of our engagement for your acceptance or further negotiation.

1. The work we will carry out

- (a) To taking your instructions on the contract, negotiating its terms, discussing the entity of the purchaser;
- (b) Arranging pest and building inspections and inspection by you of council files where necessary (if requested)
- (c) Reviewing contracts including building contract attached to the land contract and providing advice and negotiating terms and conditions with the vendor.
- (d) Exchanging contracts and thereafter investigating the title in detail (if instructed by you).
- (e) Making the necessary searches and enquires of the relevant public authorities (should you want us to conduct these searches).
- (f) Obtaining replies from the vendor to relevant title questions.
- (g) Completing first home buyers documentation where applicable, and attending to stamping requirements, receiving checking and attending to signing of mortgage documentation and arranging compliance with their requirements.
- (h) Arranging settlement and the adjustment and payment of outstanding rates, overseeing registration of the title into your name, and finalising the accounts and reporting to you.
- (i) All attendances, correspondence and telephone calls.

The scope of work covered by our retainer is confined to the conveyance of the property and not unusual additional work, for instance disputes or advice on other property matters. If the work on the matter exceeds the normal reasonable bounds there will be additional charges. If the work on the matter exceeds the normal reasonable bounds as disclosed in the above, there will be additional charges. We will consider the complexity of such matters and charge them accordingly. Our hourly rate is \$220.00 Including GST.

2. Payment of our fees

- (a) Payment of our fees and disbursements are due and payable on settlement or unless otherwise stated by us.
- (b) GST is included in our fees.

3. Termination of this agreement

- (a) We will not continue to do the work if you fail to pay our bills, if you fail to provide us with adequate instructions, if you indicate to us that we have lost your confidence or if a conflict of interest arises which interferes with our ability to provide proper and independent advice.
- (b) We will give you at least 14 days notice of our intention to terminate our agreement, and of the grounds on which the notice is based. You will be required to pay our charges for work done, and for expenses incurred, up to the date of termination.
- (c) You may terminate this agreement in writing at any time. If you do so you will pay our charges and expenses incurred up to the time of termination.

4. Electronic communication

- (a) We are able to communicate electronically with clients and other parties using electronic mail, both direct and via the Internet, and using computer disks. If we communicate electronically with or for you, you acknowledge and agree as follows:
 - (i) There are some delivery risks in using electronic mail and you accept the risk of interception of the email by third parties or of non-receipt or delayed receipt of the message; and
 - (ii) Computer viruses and similar damaging items can be transmitted through emails and by introducing computer disks into your system. We use virus-scanning software to reduce these risks and ask that you do the same. However, it is not possible to completely eliminate the risk of introducing viruses.

- (b) If we communicate electronically with or for you, you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication.
- (c) Conveyancing matters are now settled electronically via a portal called PEXA. We may request that funds are transferred into a PEXA source account in order for settlement to be finalised. We will email the source account details to you and you must **prior to transferring** any funds into the source account contact us via telephone on (02)42856653 or 0406 853 798 to verify the source account details verbally.
- (d) Due to reports of increasing attempted frauds on law firms relating to the transfer of money we request that YOU DO NOT act on any communication asking you to transfer or deposit money without first contacting us by telephone on (02)42856653 or 0406 853 798 to confirm the authenticity of the request.

5. Acceptance

Please sign and return a copy of this agreement as your acceptance of the terms of this agreement. If a signed copy of this agreement is not received by us your acceptance of the terms of this agreement will be acknowledged by you confirming further instructions to proceed with the transaction.

I / We accept the above terms

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Name:

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Signature:

Date:.....