

## Pricing Schedule (Ex GST)

<b>Fixed Fee (Standard Purchase or Sale)</b>	<b>\$495.00</b>
<b>Sale conveyance including preparation of Auction Contracts</b>	<b>\$495.00</b>
<b>“Off the Plan” Purchase (subject to registration of Plan of Sub)</b>	<b>\$550.00</b>
<b>Settlements due 30 Days (or less) from date of instruction</b>	<b>\$770.00</b>
<b>Spousal Transfer</b>	<b>\$385.00</b>
<b>Related Party Transfer (no contract)</b>	<b>\$385.00</b>
<b>Refinance</b>	<b>\$220.00</b>
<b>Contract Subject to Occupancy Permit issue</b>	<b>\$770.00</b>
<b>Application by Surviving Proprietor</b>	<b>\$250.00</b>
<b>Application by Legal Personal Representative</b>	<b>\$250.00</b>
<b>Application to change name on Title</b>	<b>\$250.00</b>
<b>Company Share / Stratum / General Law Title Sale or Purchase</b>	<b>N/A</b>
<b>Owner Builder Sale</b>	<b>N/A</b>
<b>Terms Contract</b>	<b>N/A</b>

## Additional Charges which may be incurred (Ex GST)

<b>Disbursements and Government Charges</b>	<b>At Cost</b>
<b>Settlement Agents Fee ( if required)</b>	<b>At Cost</b>
<b>Review of Contract (if no purchase eventuates)</b> <b>- Should you purchase the property this will <u>not</u> be charged</b>	<b>\$110.00</b>
<b>Change of Settlement Date (per request)</b>	<b>\$110.00</b>
<b>Preparation of Purchaser’s Caveat</b>	<b>\$55.00</b>
<b>Negotiation as to the Terms of the Contract</b>	<b>\$110.00</b>
<b>More than one extension of Finance( first one free)</b>	<b>\$49.50</b>
<b>Preparation of Licence Agreement</b>	<b>\$220.00</b>
<b>Review of Licence Agreement</b>	<b>\$110.00</b>
<b>Rescission or Default Notices</b>	<b>\$220.00</b>
<b>Preparation of Application for Stamp Duty Concession / Rebate</b>	<b>\$110.00</b>
<b>Development of unforeseeable complications*</b>	<b>Advisement</b>
<b>Provision of additional and/or further copy documents**</b>	<b>\$0.55</b> <b>per page</b>

\*In rare circumstances, problems that are unforeseeable at the beginning of a transaction may develop. Matters including disputes with the other parties to your transaction, serious defects with the relevant property, mistakes made by a client’s lender and abnormal funding arrangements can require extra work on a file and thus, extra charges are incurred. However, Propertytransfers.com.au will always advise you before any such additional charges are incurred, enabling you to choose how you wish to proceed.

\*\*Propertytransfers.com.au does not charge for the photocopying reasonably required in order to complete a transaction however should you request copies of documents not ordinarily provided and/or additional copies of documents, there will be an additional charge for this.

## **Propertytransfers.com.au Services**

Set out below are the terms and conditions for use of the services of Propertytransfers.com.au. Please read them carefully and if you have any questions, do not hesitate to ask us.

### **Services**

Propertytransfers.com.au will represent you on a purchase or sale of real estate which is located in the State of Victoria. We can also help you in relation to many other property transactions

### **Costs charged by Propertytransfers.com.au in relation to Purchase or Sale of Real Estate**

For most residential property transactions, Propertytransfers.com.au will charge a fixed price of \$495.00 excluding GST (“the Fixed Fee”) plus disbursements that we incur on your behalf.

We charge at cost for all disbursements. Necessary disbursements usually include titles searches and fees for statutory certificates. The precise cost of obtaining these will vary depending upon the property concerned.

### **Exclusions**

The Fixed fee will not apply to:

- Purchases or Sales for a price exceeding \$1m;
- “Off the Plan” transactions;
- Settlements due 30 days or less from the date upon which we are instructed;
- Terms Contracts;
- Sales by Auction;
- Sales by Owner Builders;
- Transactions subject to Occupancy Permit issue;
- Land that is held by Company Share, Stratum or General Law Title;
- Arranging or discharging multiple mortgages;
- Commercial land transactions;
- Transactions that are subject to unusual special conditions.

### **Additional Costs**

The vast majority of our clients’ transactions proceed smoothly and the only charge made to you by Propertytransfers.com.au will be the Fixed Fee plus disbursements. However, in some circumstances, you may have particular requirements or matters may arise that require extra work. Accordingly, in some situations, the Fixed Fee will not apply. In such circumstances, please note the price list set out in the “Pricing Schedule”.

## **TERMS AND CONDITIONS**

### **Terms and conditions of payment**

The Fixed Fee is payable immediately upon settlement of the transaction and Propertytransfers.com.au is authorised by you to deduct the Fixed Fee from settlement funds.

If any part of the Fixed Fee remains owing after settlement of your property transaction, you agree to make payment in full within 7 calendar days of settlement.

If you terminate the services of Propertytransfers.com.au before settlement of your transaction for any reason whatsoever, (including, for example, removal of the relevant property from sale), the fee charged by Propertytransfers.com.au will be \$350.00 (plus GST and any outgoings which have already been incurred) which will be due and payable within 7 days.

If you fail to make payment in accordance with these terms, Propertytransfers.com.au may enlist the use of a mercantile agent to obtain payment and/or it may list your failure to make payment with a credit reporting agency. Such a listing may affect your ability to secure finance in the future.

### **Solicitor backed**

Although, we are backed by qualified legal practitioners, our conveyancers and sales agents are not lawyers and cannot give legal advice. If we believe that you need legal advice, we will advise you accordingly and should you request, refer you to a qualified lawyer.

### **Professional Indemnity Insurance**

In compliance with the Legal Profession Act 2004, Propertytransfers.com.au holds professional indemnity insurance.

### **Internet Failure**

Propertytransfers.com.au is not responsible for any losses caused by internet based errors including internet signal power, reception or routing, configuration of your equipment and/or reliability of your connection.

### **Privacy Policy**

So that Propertytransfers.com.au can deliver services to you, it will be necessary for you to provide us with personal information including your name, email address, telephone number, current postal address, property address, property price, estate agent details, mortgagee/lender details including mortgage account number(s) and details of the other party to your transaction (including their conveyancer or solicitor).

We do not trade, sell or rent any such information and at all times, we use the highest level of security available to us to protect your personal information. When you instruct us, we will issue you with a unique username and password in order that you can access your Web Tracker.

### **Personal details acknowledgement**

You must immediately notify Propertytransfers.com.au of any change to your email address, postal address and/or telephone numbers.

### **Our website**

The information on this website is not legal advice or a current statement as to the state of the law. The information contained on it should not be relied upon in place of professional advice.

Propertytransfers.com.au makes no representations about any information posted on this website and to the extent permitted by law excludes (and where law does not permit such exclusion, limits to the extent permitted by law) all:

- warranties and representation about the accuracy, suitability, currency and reliability of the information/content of the website; and
- liability for any direct, indirect and consequential losses and/or costs damages or expenses incurred in any way (including but not limited to that arising from negligence), connected with any use of or access to this website or any reliance on the information contained herein.

### **Introduction**

Propertytransfers.com.au may pay a fee or commission to third parties for their introduction of clients to us.

## **INFORMATION FOR SELLERS**

### **Section 32 Statement**

We will provide you with a questionnaire which you will need to complete before the Section 32 'Vendor's Statement' can be prepared to us. It is important that you provide us with full and accurate answers to the questions asked as an incomplete or misleading Vendor's Statement could invalidate your sale.

If your property has not been sold within 3 calendar months providing the Section 32 Statement, or if the property is withdrawn from sale for any reason, we will charge you an amount of \$350.00 (plus GST and disbursements). You agree to pay this fee within 7 days of us sending an invoice to you.

## **INFORMATION FOR PURCHASERS**

### **Payment of Deposit**

Purchasers are liable to ensure that the deposit due under the contract is paid in full by the due date for such payment.

Failure to pay the deposit by the due date may cause the purchaser to be in default of the contract. This may entitle the vendor to charge penalty interest to the purchaser and to serve a rescission (default) notice on the vendor. Failure to comply with a rescission notice may allow the vendor to terminate the contract and keep any monies already paid under it.

### **Contracts that are 'subject to finance'**

Contracts that are stated to be "subject to finance" or words to that effect enable purchasers to enter into contracts to purchase land before they have obtained confirmation from a lender that they will be able to borrow sufficient funds to complete the transaction. Under such contracts, if the purchaser cannot obtain finance, he/she may end the contract and obtain the return of any deposit already paid.

Such contracts usually stipulate a time limitation for approval of finance. Unless the purchaser notifies the vendor within the stipulated period that finance has been refused (and is able to provide evidence of this upon request) the contract may become unconditional.

If you are the purchaser under such a contract, it is essential that you keep Propertytransfers.com.au informed of the progress of your finance application. If you need longer than the stipulated time to obtain approval, you must inform Propertytransfers.com.au of this. When your finance has been approved, we recommend that you ask your lender for written confirmation of such approval.

Purchasers should remember that a failure to inform the vendor's representative within the stipulated time that finance is not approved will most likely result in the contract becoming unconditional. This would require a purchaser to complete the contract even if finance is later refused, failing which he/she may forfeit any deposit already paid.

### **Structure of property ownership**

Joint ownership of property can be structured in various ways. Unless you advise otherwise, Propertytransfers.com.au will assume that married couples wish to be registered as joint proprietors. All other co-purchasers will be registered as tenants in common in equal shares (unless otherwise specified in the contract).

If you have any queries about the nature of 'joint proprietorship' and/or 'tenants in common' please ask us.

### **Purchaser's Caveat**

Once you have signed a contract to purchase property, you are, in most instances, entitled to lodge a caveat over the title to protect your interest until settlement. Lodgement of such a caveat notifies any party who then wishes to deal in the property of your interest in it and means that your rights will come before theirs.

Lodgement of a purchaser's caveat is not included in our standard costs. Our charge for preparation of a purchaser's caveat is \$55.00 and in addition to this, a fee will be incurred by Titles Office which you will be required to provide prior to lodgement.

Whilst it is not compulsory to do so, we recommend that purchasers lodge a caveat in order to protect their investment in the property until settlement.

If you would like us to prepare and lodge such a caveat for you, please instruct us accordingly.

### **Stamp duty and Land Registry fees**

After your purchase has settled, you will be required to pay stamp duty and land registry fees. These fees will often be deducted by your mortgagee at settlement. If you have any questions about these fees, please ask us.