



## **SCHEDULE**

### **Scope of Authority**

1. We confirm that the scope of authority that we (Nankivell Conveyancing) have been engaged for is to:

1.1. act as conveyancers for the preparation of a Form 1 for you on behalf of your real estate agent

### **Fee Estimate**

2. This authority provides you with figures that are an indication of charges, on the basis of details presently known and on the assumption that the transaction(s) will not prove to be substantially more complex or time-consuming than expected. If the matter does not proceed to completion, work performed, searches undertaken, and payments made up to that point will remain chargeable.

3. The Registrar-General's Verification of Identity Requirements provides a framework for legal practitioners, conveyancers, or mortgagees to take reasonable steps to verify the identity of a party to a conveyancing transaction. The purpose of carrying out verification of identity (VOI) is to reduce the risk of identity fraud and the registration of fraudulent land transactions. We acknowledge that a fee will be charged on the settlement statement for each Verification of Identification processed by Nankivell Conveyancing. If valid identification is already held by Nankivell Conveyancing, they may use the information held if it suits the requirements of the transaction and the fee may be waived. This will be determined on a case-by-case basis.

4. As required by ARNECC (The Australian Registrar's National Electronic Conveyancing Council) your documents will be archived by the business for a period of 7 years. Archive fees will be charged on your settlement statement.

5. The fees in this authority are valid for 60 days subject to receiving your instruction. Within this period our fees will not increase.

6. Our fee is based upon the information provided. If this is incorrect or changes, you should let us know immediately. This authority is subject to any changes in government charges.

### **Disbursements**

7. You acknowledge that during the course of the transaction, unavoidable, additional disbursements or professional fees may be incurred and that Nankivell Conveyancing will advise you of any such costs and they will be payable by you.

### **Good and Services Tax (GST)**

8. You acknowledge that under the circumstances that GST is required to be paid on any fees or disbursements you will be required to cover the cost.

## **Security**

9. In order to secure our fees and charges, you hereby charge the property identified in the Form 1 with the payment of all amounts that may become due and payable to us. This entitles us to lodge a caveat on the title of the property restricting transactions with the property until our costs are paid.

## **GENERAL TERMS OF ENGAGEMENT**

### **Terms of our engagement**

1. Our terms of engagement are set out in this document (including any schedules) and these general terms.

2. On acceptance by you of our terms of engagement, they will replace any earlier agreement between us, or statement made by us, in relation to the matter described in the engagement letter.

### **Scope of our engagement**

3. The scope of our engagement is described in our engagement letter.

### **Payment of our bill of costs**

4. The terms of payment of our invoice will be net cash within FOURTEEN (14) days.

5. If there is more than one client named in our engagement letter, all clients will be jointly and severally liable for our costs, except to the extent we have agreed to a different billing arrangement. For example, if we have agreed that clients will be proportionately liable for our costs, we will apportion and issue our bills of costs accordingly.

6. You will be liable to pay the invoice issued to you whether or not you have a right of recovery or indemnity from a third party and whether or not a third party seeks a review of our costs.

7. Interest on our costs unpaid for 30 days is payable at a rate equal to the Reserve Bank of Australia's cash rate target specified as at the date of the relevant invoice plus 2%.

8. You may elect to pay your invoice via electronic funds transfer, cheque, credit card (please note a 1.1% surcharge applies to credit card payments). If a credit card transaction is not completed, that is we do not receive the funds the subject of the payment for any reason, you will remain liable to pay the amount of our bill and any applicable surcharges if any credit card payment subsequently occurs.

### **Money held by us on trust**

9. We may require you to pay funds into our trust account before we commence or continue work on or incur significant disbursements in relation to your matter. We will provide details to you of any such amount as and when we require it. If this is likely, we will give you as much notice as possible.

Our trust account details are as follows:

Bank: ANZ Victor Harbor

Account: Nankivell Conveyancing Pty Ltd Trust Account

BSB: 015-716

A/c Number: 4756 97315

Should you receive an email which contains changed trust account payment details, please telephone the responsible partner or principal referred to in our engagement letter to verify that information and do not respond to that email.

10. By retaining us, you will give us the authority to pay professional fees and disbursements from any money that we were holding for you in our trust account in accordance with the Act.

11. If we pay costs from funds held in our trust account we will send you a trust account statement.

### **Dealing with documents**

12. Where we create or we are in possession of hard copy documents you consent to us converting them to an electronic file and destroying the hard copy.

13. When your matter is over, we will keep documents that you have left with us. We will be authorised to destroy our entire file, except documents you have asked us to keep in safe custody, seven years after we give you our final bill of costs.

14. If you ask us to retrieve a file or a document and provide the file or document or a copy thereof to you then we may charge you a reasonable retrieval, copying and delivery fee.

### **Privacy**

15. In the course of our business we may collect personal or sensitive information from various sources including publicly-available information and records of our communications. We collect personal information to provide our services, meet our obligations and protect our lawful interests and we may share that information with courts, regulatory authorities, service providers and others.

16. These parties may be located in other states or countries, and while they will often be subject to privacy and confidentiality obligations, you accept that they may not always comply with the specific requirements of Australian state or federal privacy laws.

### **Electronic communication**

17. Electronic transmitted information cannot be guaranteed to be secure or error free and it is possible that information may be adversely affected or unsafe to use due to matters outside our reasonable control. We will not be liable to you in respect of any loss, damage, error or omission arising in connection with the electronic communication of information to you, except where it is caused by a negligent act or omission or the breach of a consumer guarantee by us.

### **Disclosure to credit reporting bodies**

18. We may disclose certain information about you to credit reporting bodies, for example, to determine your credit worthiness or if you fail to pay our bills.

### **Jurisdiction**

19. The laws of SA will apply to our terms of engagement.

### **Termination of our engagement**

20. You may terminate this agreement at any time by written notice. We may stop acting for you if:

- you do not pay any invoice when due;
- you do not give us adequate instructions or you give us instructions that we consider are false or misleading;
- a conflict of interest arises;
- we consider that we have completed all work within the scope of our engagement; or
- there is any other just cause for doing so.

21. If we cease to act for you for any reason:

- we will remove our name from the court record in any court proceedings;
- you will receive a final bill of costs that will include all outstanding costs; and
- you must pay our costs up to the date we cease to act.

### **Definitions**

22. In our engagement letter (including any schedules):

- you or your means the client named in our engagement letter and where there is more than one of you it means each of you jointly and severally; and
- we, our or us means Nankivell Conveyancing.