

# Conveyancing Excellence

Responsible Entity: Contract Review Pty Ltd (Licence No. 936L) Director: Matthew Charles Duker (Licence No. 935L)

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## RETAINER - TERMS AND CONDITIONS TO VENDORS OF REAL ESTATE

### Part 1.

#### OUR FUNCTION AS A CONVEYANCER ACTING ON YOUR BEHALF

Our most important function is to protect your interests and our services can include, but are not limited to:

- Making enquiries regarding property and ordering certificates and searches;
- Preparation of Section 32 Vendor's Statement and Contract of Sale;
- Preparation of Section 27 Release of Deposit Statement;
- Liaising with your Agent;
- Liaising with your Bank;
- Attending to execution of the Transfer of Land
- Preparing and completing the State Revenue Office Duties Online Form;
- Arranging settlement with parties involved;
- Perusing and checking statement of adjustments;
- Attending Settlement
- Notifying authorities that property has been sold and
- Regular correspondence with you reporting on progress of sale.

This is not an exclusive list of the functions we are able to undertake for you, but we hope it does provide an understanding of the scope of our services.

### Part 2.

#### OUR PROFESSIONAL COSTS

Our fees are calculated as follows

- ★ Quoted Professional Fees (confirmed by email)
- ★ Plus Disbursements
- ★ And Additional Charges incurred by us on your behalf
- ★ Plus GST
  - *Less any monies paid up front on account*

Quoted Professional fees covers the services and functions described in Part 1

Disbursement expenses include: Property Enquiries, Searches and Certificates, Telephone Calls, Faxes, Emails, Photocopies, Agents fees, Electronic settlement fees, PEXA Fees (if settling electronically), Lodging fees and Government Fees. We will necessarily pay out monies to Government authorities for property enquiries, title searches, owners corporation certificates (\$150) and various statutory authority certificates on your behalf. We will also be sending correspondence by way of emails, faxes and telephone and arranging photocopies and preparing bound paper Contracts of Sale where necessary. We will advise you of those charges and include them in your final account at settlement.

Additional charges that *may* be incurred are as follows:-

- Work undertaken in respect of arranging release of deposit monies prior to settlement (AUD\$150.00 plus GST)
- Arranging a Application by Personal Representative or Application by Surviving Proprietor documentation for deceased estate matters / Withdrawal of Caveat / Charge / Second Mortgage (depends on amount of work involved)
- Bringing the settlement date forward or seeking an extension of the Settlement Date (AUD\$150.00 plus GST)
- Any extraordinary attendances outside the standard functions involved in a conveyancing matter (\$200 per hour plus GST)
- Administration fees handling trust monies, in receipting and disbursing trust funds upon your written instructions (AUD \$110.00 plus GST)
- Retrieving an archived file (AUD \$75)
- Preparation of printed bound paper Contract and S32 Statements (\$150 plus GST)
- Emails, faxes, mail and postage (generally \$90 plus GST)
- Verification of Identity if conducted by us at our office (\$39 INC GST per person)
- PEXA Settlement Fee (\$90 plus GST)

Our fees are usually payable as follows -

#### **Deposit upfront**

Our Terms of Engagement require an initial payment (deposit) of AUD\$395.00 at the same time as you instruct us to act on your behalf.

#### **Balance**

The balance of fees are payable on or before settlement, usually by deduction from balance of sale proceeds

#### **Dispute in Relation to Costs**

The following avenues are open to you in the event of a dispute in relation to costs—

- (i) making a complaint to the Director under Part 8 of the **Fair Trading Act 1999**;
- (ii) making an application to VCAT under Part 9 of the **Fair Trading Act 1999**.

### **Part 3.**

#### **ARCHIVING AND DESTRUCTION OF YOUR FILE**

By accepting the terms and conditions of this Retainer, you hereby authorise Conveyancing Excellence, upon completion of settlement to destroy your physical file after a period of 3 months. We will endeavour to scan and retain your file in a digital format and back this up for an indefinite period of time,. We will retain your physical file for a period of 3 months from date of settlement, which will allow you time to instruct us to hand over your physical file to you if you require it, otherwise the physical file will be destroyed which you hereby authorise.

### **Part 4.**

#### **ASSISTANCE IN OTHER MATTERS**

We are very happy to assist you with enquiries regarding your sale or purchase of any residential, commercial, industrial or rural property in any part of Victoria.

We look forward to being of service to you.

## **Matt Duker - Director & Licensed Conveyancer Conveyancing Excellence**

This office holds professional indemnity insurance against civil liability for conveyancing transactions up to \$1.5 million.  
Matthew Charles Duker (Licence No. 000935L) and Contract Review Pty Ltd ABN 78 600 190 654 (Licence No. 000936L) trading as  
Conveyancing Excellence hold a Licence under the Conveyancers Act 2006.

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[https://docs.google.com/document/d/1Vqn4WDVt\\_GR9BO9NEzH3OlwRnCmsLI71EIfCeUh37LM/edit?usp=sharing](https://docs.google.com/document/d/1Vqn4WDVt_GR9BO9NEzH3OlwRnCmsLI71EIfCeUh37LM/edit?usp=sharing)