

**PURCHASERS COST AGREEMENT, TAX INVOICE,  
INITIAL STATEMENT OF ACCOUNT**

**ABN 12 461 038 271**

**CLIENT:**

**PROPERTY:**

In accordance with the Conveyancing Licensing Act 2003 we set out hereunder the terms relating to the work performed by us on your behalf:

**CONVEYANCING WORK**

Flash Conveyancing is appointed by you to act in the purchase of the property and to do such things, as are proper and necessary for the conduct and settlement of the purchase of the property.

**COSTS**

You agree to pay all fees and disbursements in respect of acting on the purchase of the property including all normal enquiries of local authorities (s66 & s603 Certificates), title searches, agency fees, exchange fees, stamp duty processing fees, sundry items, facsimiles, photocopying, postage, etc. in the amount of **\$2,500.00** GST inclusive without further agreement.

Below are items which are relevant to the proper conduct of the purchase. Not all of these are applicable to you however you agree to pay those that are applicable if instructed by you or required by your mortgagee:

**Strata Title (Unit/Villa/Townhouse)**

Strata Report	approx. \$400.00-\$500.00
LPI Government Registration Fees	\$175.70 (transfer) + \$175.70 (mortgage)
Certificate of Currency	\$33.00 - \$55.00
Section 184 Certificate (Strata Certificate)	\$119.90
Title Insurance	from \$375.40
Settlement Fee	\$140.38
ID Verification	\$49pp via Australia Post or \$27.50 via Scantek or \$30.00 via TriVOI

**Torrens (House)**

Pest & Building Report	\$500.00 - \$750.00
Survey Report	\$1,700.00 approx
Building Certificate from Council	\$250.00 approx
Title Insurance	from \$500.53
LPI Government Registration Fees	\$175.70 (transfer) + \$175.70 (mortgage)
Settlement Fee	\$140.38
ID Verification	\$49pp via Australia Post or \$27.50 via Scantek or \$30.00 via TriVOI

All fees and disbursements are payable on or before completion. Please be advised that these fees are valid for 3 months from the date we send this costs agreement to you. Should you wish to engage our services after the 3 month period, then the new fees will apply if applicable.

**The above fee and disbursements cover the normal procedures relating to the conveyance. Should further work arise during the transaction you will be notified of the nature of the work and any additional fees and disbursements which may apply.**

## ADDITIONAL FEES

### Not proceeding

Please note that review of the Contract is included in our fee however should you request us to undertake further correspondence or negotiations with the agent and/or vendors conveyancer also including arranging for any property inspections and you choose not to proceed with the purchase there will be a fee of \$480.00 (inclusive of GST) for all work done to date OR \$650.00 if the contract is an off the plan (unregistered). This fee will also apply to properties which are sold at Auction in which you are not successful at securing.

### Urgency Review Fee

Should the Contract be provided to us on short notice prior to the auction day or you need an urgent unconditional exchange (ie S66W Certificate no cooling off Certificate) an urgency/turnaround fee is as below:

Less than 1 full business day turnaround (ie same day review)	\$330.00
1 to 2 business days turnaround	\$175.00
More than 3 business days notice	\$0.00

### Not proceeding - Exchange upon a cooling off period

Please note that should you exchange contracts under a cooling off period and you then do not proceed with this purchase there will be a fee of \$480.00 (inclusive of GST) for all work done to date OR \$650.00 if the contract is an off the plan (unregistered).

### Notice to Complete

Should you instruct us to issue a Notice to Complete on your behalf a further fee of \$330.00 (inclusive of GST) shall apply. This fee includes re-arrangement of settlement including dealing with all parties and re-negotiations.

### Unregistered Land and Off the Plan

If the property you are purchasing is unregistered, there will be a further charge of \$500.00 (inclusive of GST) due to the size and complexity of the Contract and length of time until settlement. Also, \$650.00 is due and payable after contracts have been exchanged.

### **Purchasing in an arrangement involving a put option and/or a call option**

Occasionally when you purchase a new home from a developer you may need to enter into a contract which involves a put option and/or call option in which a builder may have an option on the land and they nominate you to be the final purchaser. This has complex stamp duty processing requirements in which are not able to be done in house. Revenue NSW requires these contracts to be assessed by them prior to settlement. For added work in writing to Revenue NSW and providing all necessary documents to them in order to assess duty our further fees of \$440.00 (inclusive of GST) will be payable. Should Revenue NSW require a stamp duty valuation as part of the assessment, the stamp duty fee may be between \$250.00 and \$450.00 approx which will also be payable.

### **Matter outside the scope of a standard conveyancing matter**

Where there is work that is required to be done by us which is not part of a standard conveyancing matter such as but not limited to negotiating leasebacks and early occupation following exchange, arranging for licence agreements to be drawn up and/or reviewed and advice given, a death of a party to the contract, attending to including preparing and/or review of Deeds of Rescission and re-exchange of contracts. All of these circumstances require further advice and liaising between parties via phone and email and are NOT part of a normal transaction. Our further fees in relation to any of the above shall be \$440.00 (inclusive of GST).

Please be aware that additional legal costs will apply if you ask us to make changes after your contract becomes legally binding, such as after the cooling-off period ends or after an auction. If we need to negotiate any changes with the seller's lawyer, they will almost certainly charge you for their time. These fees, which you would be responsible for, usually start at **\$330** and can be as high as **\$2,000 (including GST)**, depending on how complex your request is. Separately, our firm charges a fixed fee of **\$440 (including GST)** for the legal work involved in reviewing and advising you on specific agreements you might request after exchange, such as a license agreement for early access to the property or a lease back for the vendor or a Deed of Mutual Rescission to cancel and re-exchange the contract. This fixed fee applies even if the other side's representative prepares the documents.

### **BOOKING AN APPOINTMENT OUTSIDE OF BUSINESS HOURS**

Our standard office hours are **Monday to Friday, 9:00 am to 5:00 pm**.

We understand that you may have commitments during these times. If you require a one-hour appointment outside of our standard hours, we offer the following for an additional fee GST included:

- **Weekday Evenings (Mon - Fri, 5:00 pm to 8:00 pm):** A fee of **\$220** applies.
- **Weekends (Sat or Sun, 9:00 am to 5:00 pm):** A fee of **\$330** applies.

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The full fee for any after-hours appointment must be paid prior to the meeting.

### **Statement required by CLA 2003, S36 (2)(d).**

The client, in accordance with Part 4 of the Conveyancers Licensing Act 2003 may notify the NSW Civil & Administrative Tribunal (NCAT) of any dispute in regard to conveyancer's fees.

### **TERMINATION**

This Agreement may be terminated by you at any time. If our services are terminated by you then you agree to pay our costs and disbursements incurred up to the termination date.

We may end our agreement to act for you if:

- You fail to pay our bills;
- You do not provide proper or adequate instructions when required and in a reasonable time;
- A conflict of interest arises which interferes with our ability to provide proper and independent advice;
- You lose faith in our ability to act for you.

We will provide you with a minimum of fourteen (14) days notice of our intention to cease acting for you and at the same time advise you of the grounds for our ceasing to act. You can end your instructions for us to act at any time.

### **DOCUMENTATION**

You acknowledge that Flash Conveyancing are legally required to hold your file for a total of six (6) years and at the expiration of seven (7) years, you hereby authorise us to destroy your file.

### **IMPORTANT NOTE ON FUNDS TRANSFERS**

Our office account details are:

#### **GENERAL ACCOUNT**

Name: Flash Conveyancing  
Bank: NAB  
BSB: 082356  
A/C: 883657216

#### **TRUST ACCOUNT**

Name: Flash Conveyancing Trust Account  
Bank: NAB Bank  
BSB: 082356  
A/C: 776336871

Your cyber security is important to us. As you would be aware, email is not a secure means of communication. Please understand and acknowledge the following security procedures we follow as part of your conveyancing transaction to maintain security.

We will NEVER send you an email requesting you transfer funds to an account that is different to the bank account details as above. If a change is required, we will call you first to verbally advise the details and will also email you for dual verification.

Do not transfer any funds without first phoning our office on 02 8883 4987 to verify any changes to banking details.

We will not act on any email from you requesting we transfer funds to a bank account or a bank account that is different to the bank account advised in our face to face meeting without first verifying this with you via mail or telephone using your original contact details.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signed by the client/s .....

Signed on behalf of Flash Conveyancing:.....