

**VENDORS COST AGREEMENT, TAX INVOICE,
INITIAL STATEMENT OF ACCOUNT
ABN 12 461 038 271**

CLIENT:

PROPERTY:

Thank you for your instructions to act for you in this matter. 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, the client/s, to act in the sale of the property and to do such things, as are proper and necessary for the conduct and settlement of the sale of the property.

FIXED PRICE FEES

The client agrees to pay all fees and disbursements in respect of acting on the sale of the property including all normal title searches (**to the value of \$90.00**), council (zoning) certificate, drainage diagram, sewer location print, agency fees, exchange fees, sundry items, facsimiles, photocopying, postage, etc, in the amount of **\$2,500.00** inclusive of GST. The fees and disbursements are payable in the following manner:

1. \$550.00 (inclusive of GST) plus any excess title searches **immediately** being our costs for preparing the Contract for Sale; and
2. The balance of our fees and disbursements being \$1,950.00 on or before completion.

If you do not proceed with this transaction, a proportion of our costs will be payable based on work attended to at the discretion of Flash Conveyancing. Payment should be made immediately upon request.

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 stated 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.

AUTHORITY FROM OTHER PARTY

By signing this Costs Agreement, you are both giving your irrevocable authority for us to take instructions from either one of you.

ADDITIONAL FEES

CAVEAT

In the event that there is a Caveat registered on title and we are required to have this removed prior to settlement there will be an additional fee of up to \$440.00 (inclusive of GST) unless we are not involved in this additional work. This fee includes liaising with the Caveator, arranging for Withdrawal of Caveat be prepared within the time provisions, paying out of the debt (if applicable).

PURCHASER NOT PROCEEDING - EXCHANGE UPON A COOLING OFF PERIOD

Please note that should you exchange contracts under a cooling off period and your purchaser then decides not to proceed and rescinds the contract there will be a fee of up to \$440.00 (inclusive of GST) for all work done to date.

SALE BY AUCTION

Should you decide to take your sale to Auction, due to the amount of enquiries that are received by prospective purchasers leading up to Auction, there will be an additional fees. Please see below:

| | |
|---------------------------------------|--------------|
| 1 Proposed Purchaser | No extra fee |
| 2-5 Proposed Purchaser enquiries | \$330.00 |
| 6 – 12 Proposed Purchaser enquiries | \$440.00 |
| Above 13 Proposed Purchaser enquiries | \$600.00 |

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 instruct us to make requests or changes on your behalf **after** the contract has become legally binding (i.e., after the cooling-off period ends or after an auction). If you ask us to negotiate any change with the purchaser's solicitor, they will almost certainly require you to pay their legal fees for the work involved. These fees, which you will be responsible for, typically start at **\$330** and can be as high as **\$2,000 (including GST)**, depending on the complexity of your request.

Separately, our firm charges a fixed fee of **\$440 (including GST)** for the legal work involved in reviewing and advising you on specific agreements that may be requested by you after exchange, including:

- A **licence agreement** for you to lease the property back after settlement.
- A **licence agreement** to provide the purchaser with early access to the property.

SETTLEMENT FEE

1. Settlement Fee - \$140.58

ID Verification - \$49pp via Australia Post, \$27.50 via Scantek or \$30.00 via TriVOI

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.

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

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Our office account details are:

GENERAL ACCOUNT

Name: Flash Conveyancing

Bank: NAB

BSB: 082356

A/C: 883657216

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 that is different to the bank account first advised to us in your questionnaire without verifying this with you via mail or telephone using your original contact details provided in your completed questionnaire.

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