

CONTACT: Mary-Jean Lewis
EMAIL: contact@ardentlawyers.com.au
PHONE: (02) 4444 6808

Ardent Lawyers

	Full name	Address	Mobile	Email
Vendor 1				
Vendor 2				
Vendor 3				
Vendor 4				

Collectively referred to as "*the vendors*".

TERMS OF ENGAGEMENT - SELLER

We here at Ardent Lawyers are very excited to help you with the sale of the below property.

These are very exciting times and we're looking forward to guiding you through the conveyancing process.

This document sets out our engagement terms and cost agreement for conveyancing matters.

We confirm that you have instructed us to act in the sale of the following property:

Fixed Fee Quotation

Our fixed fee is \$1,980 incl GST and includes the disbursements we may require to complete your transaction.

Disbursements include items that Ardent Lawyers has to pay for in order to facilitate the conveyance. For example, we may be required to pay for:

1. Title searches;
2. Contract for Sale fees;
3. Dealing searches on title;
4. Conduct searches in relation to nearby authorities and their interest in the property;
5. Rates enquiries;
6. Postage and printing;

Please note: Should you decide to take your property off the market you will be liable to pay our fixed fee charge.

Please note: our fixed fee pricing does not include any adjustment for rates, water usage, water charges, discharge of mortgage (bank) fees or the PEXA usage fee (\$132.66) which may apply on settlement.

Mail to:
Suite 9-10, The Pavilion
274 Green Street, ULLADULLA NSW 2539

Email: contact@ardentlawyers.com.au
Telephone: (02) 4444 6808
Website: www.ardentlawyers.com.au

2/134 Island Point Road
ST GEORGES BASIN NSW 2540

Ardent Lawyers Pty Limited
ABN: 23 621 090 800

Liability Limited by a scheme approved under Professional Standards Legislation

What we need from you

So that we can commence working on this matter, we require the following:

1. Each vendor to provide their drivers licence/photo ID and passport. We will need to sight your ID in person or by video chat in due course;
2. Signed engagement terms and PEXA authority (see below);
3. Answers to the below requisitions on title; and
4. A deposit into our trust account.

Trust account deposit

Please deposit the sum of \$500.00 into the following account:

Account name: Ardent Lawyers Law Practice Trust Account
Bank: National Australia Bank
BSB: 082-356
Account: 9028 69741
Reference: Your Surname

Once you have processed the payment, please provide our office with a copy of a payment receipt so that we can commence working on the file immediately.

Authorities

The vendors hereby authorise Ardent Lawyers to:

1. Act on their behalf with respect to the sale of the property referred to above;
2. Receive money into their trust account;
3. Pay their professional costs and disbursements from monies received into the trust account; and
4. Sign documents on their behalf to facilitate the sale including but not limited to signing a transfer or using electronic signing technology as provided by the PEXA interface.

We, the vendors have read this document and understand its contents. We have been afforded the opportunity to ask Ardent Lawyers any questions in relation to these engagement terms and accept the contents therein:

Vendor's name	Signature	Date

For our clients: By agreeing to allow Ardent Lawyers to act for you, you have opted in to receive marketing communication from us via text, phone and email. Please reply to this notification to opt out any marketing communication.

CLIENT AUTHORISATION

Version 7

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s)

Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form.

Representative Reference: _____

CLIENT DETAILS

	CLIENT 1	CLIENT 2
NAME	_____	_____
ACN/ABN	_____	_____
ADDRESS	_____	_____

TRANSACTION DETAILS

AUTHORITY TYPE	<input type="checkbox"/> SPECIFIC AUTHORITY (set out conveyancing transaction details below)	<input type="checkbox"/> STANDING AUTHORITY ends on revocation or expiration date: ____/____/____ (tick relevant conveyancing transaction(s) below)	<input type="checkbox"/> BATCH AUTHORITY (attach details of conveyancing transaction(s))
	CONVEYANCING TRANSACTION(S) 1	CONVEYANCING TRANSACTION(S) 2	
PROPERTY ADDRESS	_____		
LAND TITLE REFERENCE(S) (and/or property description)	_____		
CONVEYANCING TRANSACTION(S)	<input type="checkbox"/> TRANSFER <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> OTHER (set out below or attach details)	<input type="checkbox"/> MORTGAGE <input type="checkbox"/> DISCHARGE/ RELEASE OF MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> WITHDRAWAL OF CAVEAT	<input type="checkbox"/> TRANSFER <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> MORTGAGE <input type="checkbox"/> DISCHARGE/ RELEASE OF MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> WITHDRAWAL OF CAVEAT <input type="checkbox"/> OTHER (set out below or attach details)
ADDITIONAL INSTRUCTIONS	_____		

CLIENT AUTHORISATION AND SIGNING

	CLIENT 1 / CLIENT AGENT 1	CLIENT 2 / CLIENT AGENT 2
I CERTIFY that: (a) I am the Client or Client Agent; and (b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and (c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client. I AUTHORISE the Representative to act on my behalf, or where I am a Client Agent to act on behalf of the Client, in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to: (a) sign documents on my behalf as required for the Conveyancing Transaction(s); and (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and (d) do anything else necessary to complete the Conveyancing Transaction(s).		
	DATE / /	DATE / /
	CLIENT/CLIENT AGENT NAME	CLIENT/CLIENT AGENT NAME
	CAPACITY	CAPACITY
	If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)	If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)
	NAME	NAME
	DATE	DATE

REPRESENTATIVE DETAILS AND SIGNING

	REPRESENTATIVE	REPRESENTATIVE AGENT (if applicable)
NAME	_____	_____
ACN/ABN	_____	_____
ADDRESS	_____	_____
I/We CERTIFY that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent. SIGNATURE OF REPRESENTATIVE OR REPRESENTATIVE AGENT IF APPLICABLE:		
	SIGNATORY NAME: _____	SIGNATORY NAME: _____
	CAPACITY: _____	CAPACITY: _____
	DATE / /	DATE / /

Terms of this Client Authorisation

1 What is Authorised

The Client authorises the Representative to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

- (a) sign documents on the Client's behalf as required for the Conveyancing Transaction(s); and
- (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and
- (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and
- (d) do anything else necessary to complete the Conveyancing Transaction(s).

The Client acknowledges that the Client is bound by any documents required in connection with a Conveyancing Transaction that the Representative signs on the Client's behalf in accordance with this Client Authorisation.

2 Mortgagees

Where:

- (a) the Representative represents the Client in the Client's capacity as mortgagee; and
- (b) the Client represents to the Representative that the Client has taken reasonable steps to verify the identity of the mortgagor,

the Client indemnifies the Representative for any loss resulting from the Client's failure to take reasonable steps to verify the identity of the mortgagor.

3 Revocation

This Client Authorisation may be revoked by either the Client or the Representative giving notice in writing to the other that they wish to end this Client Authorisation.

4 Privacy and Client information

- 4.1 The Client acknowledges that information relating to the Client that is required to complete or process the Conveyancing Transaction(s), including the Client's Personal Information, may be collected, stored and used by, and disclosed to, stored and used by:

- (a) the Duty Authority;
- (b) ELNOs;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

4.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.

4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

5 **Applicable law**

This Client Authorisation is governed by the law in force in the Jurisdiction in which the Property is situated. The Client and the Representative submit to the non-exclusive jurisdiction of the courts of that place.

6 **Meaning of words used in this Client Authorisation**

In this Client Authorisation, capitalised terms have the meaning set out below:

Australian Consular Office Witness means a person listed in section 3 of the *Consular Fees Act 1955* (Cth).

Batch Authority means an authority for the Representative to act for the Client in a batch of Conveyancing Transactions details of which are attached to this Client Authorisation.

Capacity means the role of the signatory (for example an attorney or a director of a company).

Client means the person or persons named in this Client Authorisation.

Client Agent means a person authorised to act as the Client's agent but does not include the Representative acting solely in this role.

Compliance Examination has the meaning given to it in the ECNL.

Conveyancing Transaction has the meaning given to it in the ECNL.

Duty Authority means the State Revenue Office of the Jurisdiction in which the property is situated.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the application law, as amended from time to time.

ELNO means Electronic Lodgment Network Operator.

Identity Agent means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative, to act as the agent of the Representative or mortgagee, and who:

- (a) the Representative or mortgagee reasonably believes is reputable, competent and appropriately insured; and
- (b) is authorised by the Representative or mortgagee to conduct verification of identity on behalf of the Representative or mortgagee in accordance with the Verification of Identity Standard.

Jurisdiction means an Australian State or Territory.

Land Registry means the agency of a State or Territory responsible for maintaining the Jurisdiction's titles register and, where the responsibility has been delegated, it includes the delegate.

Participation Rules means the rules relating to use of the electronic lodgment network determined by the Registrar from time to time.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Prescribed Requirement means any published requirement of the Registrar that Representatives are required to comply with.

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

Representative is the Australian legal practitioner, law practice or licensed conveyancer named in this Client Authorisation who acts on behalf of the Client and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

Representative Agent means a person appointed in writing by a Representative to act as the agent of the Representative including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

Specific Authority means an authority for the Representative to act for the Client in completing the Conveyancing Transactions described in this Client Authorisation.

Standing Authority means an authority for the Representative to act for the Client as described in this Client Authorisation for the period of time set out in this Client Authorisation.

Subscriber has the meaning given to it in the ECNL.

AGENT DETAILS

Please provide details for the agent who will be listing your property:

Contract for the sale and purchase of land 2022 edition

TERM

MEANING OF TERM

eCOS ID: 105357343

NSW DAN:

vendor's agent

Phone: (02) 4454 1333

co-agent

Fax:

vendor

Ref:

DETAILS OF PROPERTY FOR SALE

Please provide details for your property:

land

(Address, plan details
and title reference)

☐ VACANT POSSESSION ☐ Subject to existing tenancies

improvements ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:

☐ other documents:

A real estate agent is permitted by *legislation* to fill up the items in this box in a sale of residential property.

inclusions

☐ air conditioning

☐ clothes line

☐ fixed floor coverings

☐ range hood

☐ blinds

☐ curtains

☐ insect screens

☐ solar panels

☐ built-in wardrobes

☐ dishwasher

☐ light fittings

☐ stove

☐ ceiling fans

☐ EV charger

☐ pool equipment

☐ TV antenna

☐ other:

exclusions

REQUISITIONS ON TITLE

Please provide your answers to the following questions:

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?

“Initial period” of an owners corporation of a strata scheme means the period:

(a) commencing on the day the owners corporation is constituted, and

(b) ending on the day there are owners of lots in the strata scheme (other than the original owner) the sum of whose unit entitlements is at least one-third of the aggregate unit entitlement.

2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

FOR PROPERTYS WHICH ARE LIKELY TO SELL > \$750,000

We need to confirm whether Foreign Resident Capital Gains Tax needs to be paid.

Please circle your answers to the following questions:

1. Has your Australian residency status changed since your last tax return or will it change before you sell the property? YES NO
2. Have you lodged a tax return for the last two years (for both years)? YES NO
3. Are you holding the property on behalf of a foreign resident or on behalf of other entities that include a foreign resident? YES NO

Selling a property

