



Nankivell Conveyancing — Terms of Engagement (Residential Conveyancing & Related Property Services)

1. Definitions

In these Terms of Engagement:

- **you** or **your** means the client(s) who engage us and, if there is more than one client, each of you **jointly and severally**.
- **we, our** or **us** means **Nankivell Conveyancing**.

2. Our engagement and scope of authority

2.1 Engagement

These Terms of Engagement apply to all work we perform for you in connection with your matter. By instructing us to act (including by email, telephone, in writing, or by continuing to provide instructions after receiving these Terms), you agree to these Terms.

On acceptance, these Terms replace any earlier agreement, arrangement, understanding, or statement (whether oral or written) relating to our engagement.

2.2 Scope of engagement

The scope of our engagement is described in our engagement letter and any subsequent written confirmation of scope we provide.

Our residential conveyancing and related services may include (as applicable and as agreed for your matter):

- **Residential sales and purchases**
 - Acting on the sale of residential property
 - Acting on the purchase of residential property
 - Preparing and/or assisting with preparation of the Form 1 (vendor's statement) for your private sale or on behalf of your real estate agent
 - Performing a cross-check of your Contract, Form 1 and the searches provided within the cooling-off period
 - Private contracts
- **Other residential conveyancing and property services (as instructed and as noted in your Letter of Engagement)**
 - Court ordered transfers
 - Transfers of property between business partners, family members, and members of de facto relationships

- Registration of titles for marriages, deaths, and changes of name
- Change of name on title
- Change of address / address for service update
- Lodgement of caveats, withdrawal of caveat, or removal of caveat
- Application to register survivor
- Registration of a transmission application
- Discharge of mortgage
- Discharge of encumbrance
- Registration of a new encumbrance
- Similar or related services as set out in your Letter of Engagement
- **General conveyancing tasks**
 - Requesting and reviewing standard property searches and certificates
 - Preparing standard settlement documentation and arranging settlement and registration through electronic platforms where applicable
 - Liaising with real estate agents, lenders, and other stakeholders as required

If you request additional work outside the agreed scope, we will confirm any change to scope and (where required) provide updated costs disclosure.

3. What we do not do (unless agreed in writing)

Unless expressly agreed in writing, our services do not include:

- taxation, accounting, or financial advice
- valuation advice
- building, pest, contamination, asbestos, or other physical property condition advice
- town planning, development approvals, or surveying advice
- litigation or disputes
- advice to any person other than you.

4. Your responsibilities and instructions

You must provide complete and accurate information and timely instructions. We are entitled to rely on information you provide unless we expressly agree otherwise.

Where there is more than one client, each of you is authorised to provide instructions unless you notify us in writing of a different arrangement.

5. Fees, estimates, and changes

5.1 Estimates only / matter does not proceed

Any figures we provide are an indication only. If the matter does not proceed for any reason, any work performed, searches undertaken and payments made on your behalf remain chargeable.

5.2 Validity period and changes

Our fees (including any estimate) are valid for 60 days from the date you instruct us and are based on the information you provide. Fees and disbursements are subject to change, including due to any changes in government charges.

5.3 Additional disbursements and professional fees

You acknowledge that additional disbursements or professional fees may be incurred. We will advise you if this occurs, and they will be payable by you.

5.4 GST

Where GST is required to be charged on our fees or disbursements, you will be required to cover that cost.

6. Billing and payment terms

6.1 When payment is due

Our invoices are payable net cash within seven (7) days.

However, where a conveyancing matter proceeds to settlement, we will generally arrange for our professional fees and disbursements to be **collected at settlement** (for example, as an adjustment on the settlement statement), unless we request payment earlier.

If there is more than one client, all clients are jointly and severally liable for all fees and disbursements unless we agree otherwise in writing.

6.2 Interest

Interest on our costs unpaid for 30 days is payable at the Reserve Bank of Australia cash rate target plus 2%.

6.3 Payment methods and surcharges

You may elect to pay by EFT, cheque, or credit card. Credit card payments attract a 1.1% surcharge.

If a credit card transaction is not completed for any reason, you will remain liable for the outstanding amount.

6.4 Dishonoured payments

You must reimburse us for any fees, charges, or expenses we incur as a result of any dishonoured payments (including, without limitation, bank fees, merchant charges, administrative costs, penalties, and interest).

6.5 Recovery and enforcement costs (full indemnity)

If you do not pay amounts due, you must reimburse us for all costs we incur in recovering any unpaid amounts on a full indemnity basis, including legal fees, debt recovery agency fees, and court filing fees.

6.6 Survival

Your obligations regarding payment and recovery continue to apply even after termination or expiration of our engagement, until all outstanding amounts have been paid in full.

7. Security over property (caveat to secure costs) — Vendors only

7.1 When this clause applies

This clause applies only where we act for you as a vendor in a sale transaction (including where we prepare and/or assist with preparation of the Form 1).

7.2 Charge and caveat right (vendors)

Where this clause applies, you hereby charge the property identified in the Form 1 (and/or the property the subject of our engagement) to secure the payment of our fees and disbursements. This entitles us to lodge a caveat (where available and appropriate) to protect our interest until our costs are paid.

7.3 Costs of enforcing security (vendors)

If we hold or enforce a security interest under this clause, you must reimburse us for all related costs including (without limitation) the costs of registering, maintaining, or discharging the security interest and any costs associated with recovery action.

8. Trust money

8.1 Funds in trust

We may require you to pay funds into our trust account in advance (for example, to cover disbursements).

8.2 Authority to pay fees/disbursements from trust

By retaining us, you give us authority to pay our fees and disbursements from any money held for you in our trust account in accordance with the applicable Act. We will send you a trust account statement.

8.3 Fraud warning — verify any change to trust account details

If you receive an email containing changed trust account payment details, you must telephone the responsible partner or principal on a trusted number to confirm the details and do not respond to that email.

9. Verification of Identity (VOI)

Verification of Identity (VOI) is required under the Registrar-General's Verification of Identity Requirements. A fee will be charged for each person required to complete VOI.

If valid identification is already held and is suitable, we may use that information and the VOI fee may be waived.

10. AML/CTF (Anti-Money Laundering and Counter-Terrorism Financing) checks

You acknowledge that we may be required by law to conduct AML/CTF checks before we can act and/or continue to progress your matter.

You agree to promptly provide any information and documents we request for AML/CTF purposes (which may include proof of identity and information about the source of funds and the purpose of the transaction).

If required AML/CTF checks are not completed to our satisfaction or within required timeframes, we may pause work, refuse to act, or cease acting as permitted by law.

11. Electronic communications

Electronic transmitted information cannot be guaranteed to be secure or error-free. We will not be liable for any loss, damage, or errors arising from electronic communications except where caused by a negligent act or omission by us or the breach of a consumer guarantee by us.

12. Privacy and information handling

We may collect personal or sensitive information from you and from third-party sources to provide our services, meet our legal and regulatory obligations, and protect our lawful interests.

We may share your information with courts, regulatory authorities, service providers, and others as required for the matter. These parties may be located in other states or countries, and you accept that they may not always comply with Australian privacy laws.

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

13. Document storage, archiving, and destruction

As required by ARNECC, documents will be archived for a period of **7 years**. Archive fees will be charged and itemised on the settlement statement (where applicable).

You consent to us converting any hard copy documents to an electronic file and destroying the hard copy.

You authorise us to destroy our entire file seven years after we give you our final bill of costs, except for items held in safe custody.

If you request retrieval of archived documents, we may charge you a reasonable retrieval, copying, and delivery fee.

14. Termination

14.1 Your right to terminate

You may terminate our engagement at any time by written notice. You must pay our costs and disbursements up to the date we cease to act.

14.2 Our right to stop acting

We may stop acting for you if:

- a. you do not pay our bills when due;

- b. you do not give us adequate instructions or provide information we reasonably require (including identity/VOI and AML/CTF information), or if you do not fall within our preferred client criteria as determined by our AML/CTF policies and procedures;

- c. a conflict of interest arises;

- d. we consider that we have completed all work within the agreed scope; or

- e. there is other just cause.

If we cease acting, we will issue a final bill and you must pay our costs up to the date we cease to act.

15. Governing law

The laws of South Australia apply to these Terms of Engagement.