Nankivell Conveyancing — Terms of Engagement (Residential Conveyancing Form 1 Preparation)

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. **Scope of Authority**
   We confirm that the scope of authority that we (Nankivell Conveyancing Pty Ltd) have been engaged for is to:

   2.1 Act as conveyancers for the preparation of a Form 1 for you, in your private sale or on behalf of your real estate agent

3. **Fee Estimate**
   This authority provides you with figures that are an indication of charges, on the basis of details presently known and on the assumption that the transaction(s) will not prove to be substantially more complex or time-consuming than expected. If the matter does not proceed to completion, work performed, searches undertaken, and payments made up to that point will remain chargeable.

4. **Verification of Identity (VOI)**
   The Registrar-General's Verification of Identity Requirements provides a framework for legal practitioners, conveyancers, or mortgagees to take reasonable steps to verify the identity of a party to a conveyancing transaction. The purpose of carrying out verification of identity (VOI) is to reduce the risk of identity fraud and the registration of fraudulent land transactions. We acknowledge that a fee will be charged on the settlement statement for each Verification of Identification processed by Nankivell Conveyancing Pty Ltd. If valid identification is already held by Nankivell Conveyancing Pty Ltd, they may use the information held if it suits the requirements of the transaction and the fee may be waived. This will be determined on a case-by-case basis.

5. **Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) 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.

6. Archiving As required by ARNECC (The Australian Registrar's National Electronic Conveyancing Council)
   Your documents will be archived by the business for a period of 7 years. Archive fees will be charged on your settlement statement.

7. Validity of fees
   The fees in this authority are valid for 60 days subject to receiving your instruction. Within this period our fees will not increase.

8. Basis of fees
   Our fee is based upon the information provided. If this is incorrect or changes, you should let us know immediately. This authority is subject to any changes in government charges.

9. Disbursements
   You acknowledge that during the course of the transaction, unavoidable, additional disbursements or professional fees may be incurred and that Nankivell Conveyancing Pty Ltd will advise you of any such costs and they will be payable by you.

10. Good and Services Tax (GST)
    You acknowledge that under the circumstances that GST is required to be paid on any fees or disbursements you will be required to cover the cost.

11. Security In order to secure our fees and charges
    You hereby charge the property identified in the Form 1 with the payment of all amounts that may become due and payable to us. This entitles us to lodge a caveat on the title of the property restricting transactions with the property until our costs are paid.

GENERAL TERMS OF ENGAGEMENT

12. Terms of our engagement
    Our terms of engagement are set out in this document (including any schedules) and these general terms.

13. Replacement of earlier agreements
    On acceptance by you of our terms of engagement, they will replace any earlier agreement between us, or statement made by us, in relation to the matter described in the engagement letter.

14. Scope of our engagement
    The scope of our engagement is described in our engagement letter.

15. Payment of our bill of costs
    The terms of payment of our invoice will be net cash within SEVEN (7) days.

16. Joint and several liability
    If there is more than one client named in our engagement letter, all clients will be jointly and severally liable for our costs, except to the extent we have agreed to a different billing arrangement. For example, if we have agreed that clients will be proportionately liable for our costs, we will apportion and issue our bills of costs accordingly.

17. **Interest**
    Interest on our costs unpaid for 30 days is payable at a rate equal to the Reserve Bank of Australia's cash rate target specified as at the date of the relevant invoice plus 2%.

18. **Methods of payment**
    You may elect to pay your invoice via electronic funds transfer, cheque, credit card (please note a 1.1% surcharge applies to credit card payments). If a credit card transaction is not completed, that is we do not receive the funds the subject of the payment for any reason, you will remain liable to pay the amount of our bill and any applicable surcharges if any credit card payment subsequently occurs.

19. **Dishonoured payments**
    You must reimburse us for any fees, charges, or costs incurred as a result of any dishonored payments. This includes all bank fees, merchant charges, and administrative costs associated with processing or attempting to reprocess the payment. In addition, if a dishonored payment results in any penalties, interest, or additional charges imposed by financial institutions, you will be liable for these costs in full.

20. **Recovery costs**
    If you fail to make any payment when due, and we take any action to recover the outstanding amount or enforce our rights under this agreement, you must reimburse us for all costs and expenses incurred on a full indemnity basis. This includes, but is not limited to, legal fees incurred for advice, negotiations, litigation, or enforcement proceedings, as well as any fees or commissions paid to debt recovery agencies. You are also responsible for all court filing fees, process server fees, and enforcement costs. If we engage any third parties, such as agents or consultants, to assist in debt recovery, you will be liable for their fees and any other costs reasonably incurred as a result of your non-payment.

21. **Enforcement of security interest**
    If we hold a security interest over any of your assets or property, and enforcement action is required due to non-payment or any other default, you must reimburse us for all related costs. This includes expenses associated with registering, maintaining, or discharging the security interest, as well as legal and professional fees incurred in repossession, liquidation, or insolvency proceedings. Additionally, you are responsible for any costs arising from the recovery, storage, valuation, and sale of secured assets, as well as any loss we suffer due to depreciation, damage, or delays in disposal.

22. **Survival**
    Your obligations under this clause will continue to apply even after the termination or expiration of this agreement and will remain enforceable until all outstanding amounts have been paid in full.

23. Money held by us on trust

We may require you to pay funds into our trust account before we commence or continue work on or incur significant disbursements in relation to your matter. We will provide details to you of any such amount as and when we require it. If this is likely, we will give you as much notice as possible.

Our trust account details are as follows:

Bank: ANZ Victor Harbor
Account: Nankivell Conveyancing Pty Ltd Trust Account
BSB: 015-716
A/c Number: 4756 97315

Should you receive an email which contains changed trust account payment details, please telephone the responsible partner or principal referred to in our engagement letter to verify that information and do not respond to that email.

25. Authority to pay from trust

By retaining us, you will give us the authority to pay professional fees and disbursements from any money that we were holding for you in our trust account in accordance with the Act.

26. Trust account statement

If we pay costs from funds held in our trust account we will send you a trust account statement.

27. Dealing with documents

Where we create or we are in possession of hard copy documents you consent to us converting them to an electronic file and destroying the hard copy.

28. File retention and destruction

When your matter is over, we will keep documents that you have left with us. We will be authorised to destroy our entire file, except documents you have asked us to keep in safe custody, seven years after we give you our final bill of costs.

29. Retrieval fees

If you ask us to retrieve a file or a document and provide the file or document or a copy thereof to you then we may charge you a reasonable retrieval, copying and delivery fee.

30. Privacy

In the course of our business we may collect personal or sensitive information from various sources including publicly-available information and records of our communications. We collect personal information to provide our services, meet our obligations and protect our lawful interests and we may share that information with courts, regulatory authorities, service providers and others.

31. Overseas recipients

These parties may be located in other states or countries, and while they will often be subject to privacy and confidentiality obligations, you accept that they may not always comply with the specific requirements of Australian state or federal privacy laws.

32. **Electronic communication**
 Electronic transmitted information cannot be guaranteed to be secure or error free and it is possible that information may be adversely affected or unsafe to use due to matters outside our reasonable control. We will not be liable to you in respect of any loss, damage, error or omission arising in connection with the electronic communication of information to you, except where it is caused by a negligent act or omission or the breach of a consumer guarantee by us.

33. **Disclosure to credit reporting bodies**
 We may disclose certain information about you to credit reporting bodies, for example, to determine your credit worthiness or if you fail to pay our bills.

34. **Jurisdiction**
 The laws of SA will apply to our terms of engagement.

35. **Termination of our engagement**
 You may terminate this agreement at any time by written notice. We may stop acting for you if: a. you do not pay any invoice when due;

 b. you do not give us adequate instructions or you give us instructions that we consider are false or misleading;

 c. a conflict of interest arises;

 d. we consider that we have completed all work within the scope of our engagement; or

 e. there is any other just cause for doing so.

36. **Consequences of cessation**
 If we cease to act for you for any reason: a. we will remove our name from the court record in any court proceedings;

 b. you will receive a final bill of costs that will include all outstanding costs; and

 c. you must pay our costs up to the date we cease to act.