

## ACG - STONNINGTON CONVEYANCING

A Member of the Australasian Conveyancing Group – [www.acgol.com](http://www.acgol.com)

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### 2023 - LIST OF FEES (effective from 1/7/2023) \*

#### **VENDOR - "STAGE 1" - PREPARATION AND SUPPLY OF DOCUMENTS FOR SALE/AUCTION:**

- 1 complete Hi Res, PDF Copy and e-mailed to You and your Agent
- Up to 3 complete securely bound copies supplied direct to your Agent (if paper copies are requested)

DETAILED SECTION 32 VENDOR STATEMENTS	\$520.00	) 14 Day Provisional account sent,
		) plus disbursements incurred
SEARCHES & DISBURSEMENTS ( <u>At cost</u> - <u>Est.</u> only)	\$450-\$600.00	) on your behalf, plus GST.
(Varies, especially for high-rise & multiple <i>Owners Corporation</i> Properties)		
OUR <u>STANDARD SALE CONTRACTS</u>	\$360.00	FOR AUCTION or PRIVATE SALE
PLUS GST @ 10%		

Includes applying for CGT Clearance Certificate for you, Prep. & Service of your GST Withholding Certificate. We recommend that we also prepare the Contract in all cases (and will unless you specifically instruct us not to), even though when a real estate agent sells a property by "private sale" (i.e. by negotiation), they can prepare a "Standard" REIV Contract. However, for all Auctions or if a custom drafted contract (Special Conditions) are required (e.g. where there is no real estate agent involved, or where an agent requires drafting assistance of Conditions – e.g. for Commercial Properties/GST & Lease issues, "Off Plan" Building sales, Owner Builder sales, Leased properties, extra "Licensed areas", Stratum & Company Title sales, etc.), we charge at an hourly rate of \$360.00, plus GST, depending on size of job and complexity.

#### **VENDOR - "STAGE 2" - CONVEYANCING FROM DAY OF SALE THROUGH TO SETTLEMENT**

FOR ALL ATTENDANCES BELOW	\$1,500.00	Billed & Paid at Settlement
	OR \$ 1,850.00	for Properties \$3.0M+
	OR \$ 2,550.00	for "Off Plan" Sale Settlement

Serving/Chasing Section 27 "Release of Deposit" with your Bank and the Purchaser, Arranging Discharge of Mortgage and Loan Payout Figures, VOI (Verification of Identity at our Office), Attending to Transfer and Duties On Line Digital Form, Calculating of Adjustments of Rates & Taxes, Settlement Statements, Calculating and Booking Bank Payments required to clear all Rates & Taxes and Payout one (1) mortgagee, Booking and Instructing all Parties for Settlement on PEXA, Sending Disposition (change of ownership) Notices, etc. PLUS GST @ 10% AND DISBURSEMENTS (MINIMAL WHERE WE HAVE ALREADY PREPARED SALE DOCS.)

<b><u>PURCHASE CONVEYANCING SETTLEMENT</u></b>	\$ 1,500.00	All Billed & Paid at Settlement
	OR \$ 1,850.00	for Properties \$3.0M+
	OR \$ 2,550.00	for "Off Plan" Purchase Sett.

Serving "First Letter" to freeze Deposit Release, Searching and checking Title and Certificates, Assessing Section 27 "Release of Deposit" request, Preparing PEXA Transfer (and/or Nominee Duties on Line Digital Form is \$180.00 if required), VOI (Verification of Identity at our Office), Chase & Check Vendor's CGT & GST Certificates, Providing all Documents to your Lender, Calculating Adjustments of Rates & Taxes, Settlement Statements, Calculating and Booking Payments required, Booking and Instructing all Parties for Settlement, preparing and sending Acquisition (Change of Ownership) Notices, Immediate Notifying Agent and You of Settlement for Key Collection), etc.

DISBURSEMENTS (At Cost - Estimate only) \$450-\$600.00 (Depends on what vendor provides) & *Owners Corporation/s* or not) PLUS GST @ 10%

- OPTION - PREPARATION AND LODGING OF PURCHASER'S **CAVEAT** - \$180 (plus GST) +L.T.O., PEXA.
- **STRONGLY RECOMMENDED OPTION – DETAILED PRE-SIGN/PROPERTY ASSESSMENT WRITTEN REPORT ON PROPERTY & DOCUMENTS** – RANGES FROM \$550.00 - \$1,100.00 incl. GST depending on Complexity – if Owners Corporation or not, Off-Plan or not, length of Vendor's Special Conditions, etc.
- **WE ALSO OFFER FULL SERVICE BUYER NEGOTIATION/BID AT AUCTION/ADVOCACY SERVICES** - PLEASE ASK FOR DETAILS or see [www.melbournebuyersadvocates.com](http://www.melbournebuyersadvocates.com)

<b><u>PEXA/OTHER FEES</u></b>	- PEXA BASE WORKSPACE FEE	\$ 132.66 (inc. GST)
(at COST, where applicable, currently)	- TRUST ACCOUNT USE (inc. Admin & Bank Fees)	\$198.00 (inc. GST)
	- FILE FEE – STATIONERY, POST, PHONE, etc.	\$ 60.00 (inc. GST)

\* All fees & costs set out on this schedule are subject to Annual Review without notice. Unless stated, they do not apply to "off-plan" (i.e. construction not commenced or completed, (usually base fee of \$2,550.00 plus GST), Owner Builder Vendors, Unregistered Plan of Subdivision work, Commercial, Company Share and Stratum Title properties, CGT &/or GST Withholding Tax remitting, fixing non-complying Owners Corps, Related Party transfers, preparing or dealing with any Licences, Assignments or additional documents required, where the Vendor does not match the registered Owner of the property, checking and witnessing mortgage and lending documents or other non-standard (as above) Attendances, etc., - add Hourly Rate of \$360.00/hour plus GST. .

## OUR TRADING TERMS - from 1/7/2023

Most of our files can be taken all the way through to settlement with our base fees **FIXED**, as previously given to you (or attached/enclosed herewith) in writing (we also usually e-mail out our fees schedule to clients). Our fees are also published and updated annually on our website – please visit <http://www.acgol.com/vic/costs.shtml>

Further, virtually all **VENDOR - SALE** files are done and billed by us in TWO stages:-

- Upon completion and forwarding of all required **Sales Documents** (includes re-imbusement to us for all Searches & Certificates already paid for by us and as attached to your Sec. 32 Vendor Statement) – the Sale Documents account is a **fourteen (14) day account**, and then
- Just prior to, or at settlement and paid by you from your sale proceeds at **Settlement**.

Virtually all **PURCHASE** files are simply billed by us just prior to settlement and paid by you or your bank/lender just prior to, or at, **Settlement**. If very long Settlement or Complex, we **may** issue an Interim Account.

**OTHER/NON-STANDARD/INCOMPLETE/CONSULTANCY** files are Billed at \$360.00/hour + GST.

Upon issue of any written Tax Invoice by Stonnington Conveyancing: -

1. Unless otherwise stated in the Invoice, shall be a secured charge against the relevant Property and will be payable on the **sooner** of:-
  - Fourteen (14) Days after the date of invoice, or
  - Settlement date of your file
2. If our invoice is not paid in full to us in accordance with the above terms, the following shall also apply:-
3. Stonnington Conveyancing (“We”/”Our”/”Us”) shall without prejudice to any other remedies available to us, be entitled to withdraw any time “written off” or any other discount applied, and charge interest on the amount outstanding calculated from the date payment is due until the date full payment is made on the amount outstanding from time to time at the rate of Ten (10%) Percent per annum (on a simple interest daily rate);
4. In the event that a client fails to pay the whole amount due in accordance with the above trading terms, then We shall be at liberty to instruct a collection agency and/or solicitors to recover the monies outstanding under our invoice and the client shall also be liable for any costs, charges, commissions and expenses incurred and properly payable by us to such collection agency and/or solicitors relating to the recovery of our invoiced sum;
5. Where our Client is a Company, payment of the Tax Invoice/s issued by us is agreed also to be personally Guaranteed by all Director/s of the said company (without the need to sign any further guarantee);
6. Any monies recoverable by us from the client pursuant to the trading terms above shall be added to the amount shown on the invoice and shall be recoverable as a liquidated debt;
7. Any amounts owing to us under invoice and/or under these trading terms shall be a secured debt constituting a charge against the land for the Property for which the work was performed, or part-performed, by us,
8. Where we are holding or controlling money for you in our Trust Account including for a related file, but an Invoice from us remains unpaid, you Authorise us to pay our Invoice forthwith when due from those Trust monies (together with any interest, or other collection costs set out above, if due), and
9. The signing or use of any sales documents enclosed herewith and/or forwarding of any further instructions to us in your file shall constitute confirmation and further acknowledgment of receipt of these trading terms and agreement and acceptance of them in full, including personally guaranteeing by Company Directors of a Company Client.

If there is a dispute as to fees and costs, the following avenues are open to you:-

- Please first address any queries directly with us – we can almost certainly explain and resolve any dispute
- Making a complaint to the Director of Consumer Affairs Victoria under Part 6.2 of the *Australian Consumer Law & Fair Trading Act, 2012*, and
- Making an Application to VCAT under Chapter 7 of the *Australian Consumer Law & Fair Trading Act, 2012*,

### PAYMENT OPTIONS FOR OUR ACCOUNT

**EFT** - you may pay the above account direct to our company bank account, by “**internet banking**”, but please **key your SURNAME ref & e-mail a notification** to [malvern.vic@acgol.com](mailto:malvern.vic@acgol.com) that you have done so, to ensure your account is properly marked as PAID. The details are:-

Account Title: Australian Conveyancing Group (Malvern) Pty Ltd  
trading as Stonnington Conveyancing  
Bank: Commonwealth Bank of Australia  
Branch: Malvern, Glenferrie Road  
BSB: 063 353  
Account No.: 1008 1963

If **EFT** is not possible, other options are to drop **CASH** or **CHEQUE** off at 1612 High Street, Glen Iris, – you may, of course, forward a cheque by post (to P.O. Box 207, Glen Iris VIC 3146). Sorry, but we don’t have the “Touch”, “Chip” or “Swipe” equipment for EFTPOS or Credit Cards at the Office.