

**COMPLETE, SIGN AND RETURN TO EVERINGHAM LAWYERS
MUST BE RETURNED NO LATER THAN 2 WEEKS BEFORE SETTLEMENT**

Questions and Authority for Buyer of Residential Property

RE: «26»
PROPERTY: «27»

Please provide the following information:	Yes	No
Buyers' Full Name(s) or Buying Entity:		
Current Address:		
Postal Address (if different):		
Phone:		
Mobile:		
Email:		
Is the email checked regularly during the day, every day? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Not Applicable.		
By providing an email address you consent to the use of electronic communications via email.		
Are you concerned with there being any other errors in the contract (e.g. address incorrect, pool on land but not on contract, etc)?	<input type="checkbox"/>	<input type="checkbox"/>
Dates of birth(s):		
Name:	____/____/____	
Name:	____/____/____	
Please tick the appropriate box – is this your:		
<input type="checkbox"/> First Principal Place of Residence	<input type="checkbox"/> Vacant Land	
<input type="checkbox"/> Principal Place of Residence	<input type="checkbox"/> First Home Vacant Land	
<input type="checkbox"/> Investment Property		
I / We are Australian Citizens (as defined by the OSR which excludes permanent residents, companies incorporated outside Australia, Trusts with a country of tax residence outside Australia or other bodies formed outside Australia)	<input type="checkbox"/>	<input type="checkbox"/>
Are you a permanent resident of Australia?	<input type="checkbox"/>	<input type="checkbox"/>
Were you born outside of Australia?	<input type="checkbox"/>	<input type="checkbox"/>
If so where were you born:		
Buyers Tax File Number:-		
Buyers Tax File Number:-		
GST – Registration Status	[]	[]
Australian Business Number ABN - if applicable		

<p>Are there any particular issues concerning the property which you require particular searches to be undertaken? (e.g. unapproved structures, non-compliance swimming pool fence, flooding, contaminated land).</p> <p>If yes, give details:</p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is there a pool on the property?</p> <p>If yes, have you received a Pool Safety Certificate or Exception Certificate?</p>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <i>Client to brief a pool inspector.</i>
<p>Are you proposing a pre-settlement inspection?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Will you be making arrangements with the real estate agent for handover of keys or security access devices at settlement?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Have you or are you intending to buy <u>other</u> property:</p> <ul style="list-style-type: none"> <input type="checkbox"/> From this seller (or an associated or related party to the seller)? <input type="checkbox"/> That is adjoining or closely located to this property? <input type="checkbox"/> That is to be used with this property (e.g. an adjoining block to redevelop, a business plant or equipment)? <p>We need to know because the other property may be considered in determining the transfer of duty payable on this purchase. Please note that giving a false declaration could result in serious penalties.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>Please advise your bank account details so that we can bank any refund owing to you after settlement directly into your account. Note: This cannot be an internet only account.</p> <p>Account Name:</p> <p>Bank:</p> <p>BSB Number:</p> <p>Account Number:</p>		
<p>Is there anything else we should know about the property or the purchase?</p>	<input type="checkbox"/>	<input type="checkbox"/>

<p>Foreign ownership</p> <p>Is any individual Buyer not an Australian Citizen or permanent resident of Australia?</p> <p>If the Buyer is a company, is the company owned or controlled by foreign persons?</p> <p>If the answer to either of the above questions is Yes – has the Foreign Investment Review Board issued a no objection notice for the purchase of the Property?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>The Office of State Revenue requires us to provide the following information:</p> <p>For any individual Buyer who is not an Australian Citizen (regardless of whether they are a permanent resident) provide the following information:</p> <ul style="list-style-type: none"> • Details of Country of tax residence: • Details of Nationality or citizenship: • Passport number & country of issue: • Visa number: • Visa subclass: • Visa expiry date: • Overseas identifier (e.g. tax ID number): • FIRB application number. • Other overseas identifier (e.g. ID card): 		
<p>The Office of State Revenue requires us to provide the following information:</p> <p>If any Buyer is a company or other entity formed outside Australia, or a trustee of a trust with non-Australian tax residence, please provide the following information:</p> <ul style="list-style-type: none"> • Details of Country of tax residence: • Country of formation or incorporation; • Overseas registration number (ABN/ACN equivalent) • FIRB application number: • Other overseas identifier (other government registration number) <p>We will require a certified copy of the Trust Deed which has been certified on every page by a Justice of the Peace or Commissioner for Declarations.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<p>If the Buyer is a company:</p> <p>Where is the company incorporated?</p> <p>Provide Australian Company Number (ACN) or Australian Registered Body Number (ARBN);</p> <p>Has the company provided a copy of corporate resolution or written confirmation authorising a director or employee to give instructions?</p>	<p>Australia <input type="checkbox"/> Outside Australia <input type="checkbox"/></p> <p><i>If outside Australia, provide details of place of incorporation:</i></p> <p>.....</p> <p>.....</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p><i>If no, please provide written authorisation when returning this Questionnaire and Authority.</i></p>	

Client Cyber Alert

Hackers have targeted matters like yours and have diverted funds from intended accounts. This has meant clients of law practices across Australia have lost money. You can help us reduce this risk.

To

Everingham Lawyers
4/85 Michael Avenue
CABOOLTURE QLD 4510

If I/we provide instructions to you to act for me/us then I/we:

✘ WILL NOT

Contact you using a phone number listed in any communication from you that asks for money or sets out account numbers or details **without first** checking the phone number in a prior separate paper communication from you or checking your website or white or yellow pages telephone listing.

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Contact you using a phone number listed in any communication from you that asks for money or sets out account numbers or details **without first** checking the phone number in a prior separate paper communication from you or checking your website or white or yellow pages telephone listing.

✘ WILL NOT

Open attachments, click on hyperlinks or download buttons in unexpected emails **without first** contacting the sender to check legitimacy.

✔ WILL

Contact, by telephone, to confirm verbally the bank account details for any payments I expect to receive by **reading out and reading back the account and BSB numbers.**

✔ WILL

Give the same warnings to anyone else we know who is involved in the matter (e.g. the agent, broker, family member involved or any other third party) and may also be involved in transferring money.



WILL

Contact you by telephone to confirm verbally any changes to our bank account details. If in any doubt about emails or other electronic communications that appear to have come from you, contact will be made by telephone.

Signed by buyer: _____



Buyer Print Name: _____

Date: _____

Signed by buyer: _____



Buyer Print Name: _____

Date: _____

Authority

To: Everingham Lawyers
4/85 Michael Avenue
CABOOLTURE QLD 4510

1. I/we instruct you to act on my/our behalf and to take such steps as may be necessary for the proper conduct of the matter including the payment from your Trust Account for monies to be paid to other parties as I/we instruct, and to you for outlays and disbursements including any GST which may be incurred by you in the course of carrying out my/our instructions. On the completion of the matter or the rendering to me of a tax invoice for fees and outlays you are authorised to deduct the amount shown on that invoice from monies which may be lodged into your Trust Account on my/our behalf.
2. I/We authorise you to pay from Everingham Lawyers Trust Account to Everingham Lawyers General Account any funds held by you on my behalf (whether jointly or solely) in payment of professional costs and professional charges/disbursements. This authority includes transfer between files held by me and related entities as defined in the *Corporations Act 2001 (Cwth)*. I confirm that these charges will be/are detailed in your tax invoices. We acknowledge that where this file is to be created in joint names that all parties are jointly and severally liable for the tax invoices issued on this file.
3. For the purpose of the GST laws you are appointed as my Agent for the conduct of this matter or any other matters you attend to on my/our behalf, particularly in the payment of monies or incurring outlays on my/our behalf for the supply of any goods or services or the payment of any tax, fee or charge on my/our behalf. I/we acknowledge that you will not be liable for any omission or act as my Agent as described in this paragraph, in circumstances where you are unable or deem it inappropriate to do so.
4. I/we understand that the seller is not obligated to grant any extensions of time, that the Law Practice may not take any steps without my/our instructions and that I/we may lose rights or (in some circumstances) the seller may terminate the contract if I am/we are not available to provide instructions when required. Therefore, if the Law Practice is unable to contact me/us on a critical contract or special condition date, I/we authorise the Law Practice to seek and agree to an extension of time for the relevant due date until such time as the Law Practice is able to contact us for instructions. I/We understand that in this case without my instructions the Law Practice cannot vary the contract or negotiate the payment of interest as a condition of the extension. If the seller requests an extension of time and you are unable to contact me/us, I/we understand that you will be proceeding on the basis that the extension will not be granted.
5. I/we acknowledge and agree to complete this transaction using PEXA (electronic conveyancing). I have been provided with the Residential Booklet outlining the electronic conveyancing process and authorise you to take whatever steps are necessary to settle electronically (if available). If you do not wish to complete the transaction via electronic transactions please advise Michelle Davies in writing.
6. I/we acknowledge and agree that some original land titles documents may be lodged with the Queensland Department of Natural Resources and Mines (DNRM) and it is a requirement of DNRM that these documents be destroyed after a period of 30 days from the date of lodgement. I/we hereby authorise you to destroy these documents when you are required by DNRM unless instructed otherwise.

7. I/We agree that the Law Practice may destroy my/our file relating to this transaction on the earlier of:
- (a) any specified time agreed between the Law Practice and us (such as a timeframe specified in a costs agreement or retainer); or
 - (b) 7 years after settlement of my/our transaction or the termination of my/our engagement.
8. I/We understand that my/our verbal or written instructions to you are binding and that you will (if applicable) act on the instructions of either or any of us. I/We understand that you will not accept instructions on my behalf from any other party unless authorised to do so by me/us in writing. I/We acknowledge that it may be necessary for you to obtain information from various authorities (including the Council) regarding this property and you are hereby authorised to do so on my/our behalf.
9. Should it be necessary to retain part of the purchase price in a Solicitor's Trust Account by way of safeguard post settlement, with the agreement of yourself and the other party, then should any legal work be required in relation to the moneys retained, this is my/our Authority for you to render to me/us a tax invoice or invoices for such work at the normal charge out rate of the Solicitor or Paralegal who carries out that work.

ESTIMATED FEES AND OUTLAYS

Professional Fees:	\$«81»	inclusive of GST
Estimated Outlays:	\$«82»	inclusive of GST for Standard Searches Only
Stamp Duty:	\$«100»	
Registration Fees:	\$«101»	<i>NB: Cash Contracts Only</i>

As you are not obtaining finance to complete the transaction, we will lodge the transfer and the release of the seller's mortgage (if applicable) for registration following settlement. You will need to provide us with a cheque payable to "Department of Natural Resources and Mines" in payment of the registration fees. Alternatively, you can deposit cleared funds to our Trust Account in payment of those fees, when providing us with the duty or settlement funds.

We advise this figure has been given on the basis that your transaction proceeds to completion without dispute or delay. Should your matter become disputed or unduly protracted, we reserve the right to increase our professional fees commensurate with the time and skill involved in finalising your transaction.

Please note that should your matter not proceed due to termination from either party professional fees in the sum of \$275.00 including GST plus outlays will be payable by you.

Details of our Trust Accounts for payment of your Searches (Estimated Outlays) are as follows:

Everingham Lawyers Trust Account
 National Australia Bank, Capital Office, Brisbane
 BSB No: 084 004
 Account No: 85 374 5098
 Ref: «58» «59»

To ensure that payment is received and dealt with correctly, please quote «2» on all deposits to our bank account

It is very important that you transfer these funds as soon as possible to ensure that searches are returned in a timely manner.

Office Service Charges

Our office outlays are charged to you as per the following schedule:

Item	Rate (Ex. GST)	Unit
Photocopying	\$0.50	Per page
Colour Photocopying	\$2.00	Per page
Printing	\$0.50	Per page
Colour Printing	\$2.00	Per page
Scanning	\$1.00	Per page
Postage	Variable	In line with Australia Post Charges
Mileage	Variable	Charged Per kilometre in line with the rate provided by the Legal Services Award.
Outgoing Phone Calls	Variable	In line with service providers charges for international calls only.
Courier	Variable	In line with Courier Charges.
Town Agents Fees	Variable	Dependent on travel and time required. Conveyancing settlements capped at \$100.00.
PEXA Fees	Variable	In line with service providers charges.
Item	Rate (Inc GST)	Unit
Binding of Documents	\$5.00	Per document
Copying of CD/DVDs/USB	\$20.00	Per disc
A4 Lever Arch Black Folders	\$6.70	Per folder
Brief Folders	Variable	In line with supplier charges.
Dividers:		
• Coloured 5 Tabs	\$ 1.50	Per pack
• Numbered (1-12)	Variable	In line with supplier charges.
• Numbered (1-31)	Variable	In line with supplier charges.

Charging Clause

For the purposes of better securing the performance of this agreement by the Client in favour of the Firm, the Client hereby charges in favour of the Firm:

1. The proceeds of any litigation or dispute which the Firm conducts on behalf of the Client under this or any other retainer;
2. Any real or personal property of any form.

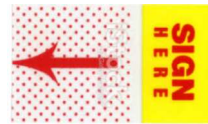
Signed by buyer: _____



Buyer Print Name: _____

Date: _____

Signed by buyer: _____



Buyer Print Name: _____

Date: _____