

**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»

<b>Please provide the following information:</b>	<i>Yes</i>	<i>No</i>
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.		
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? If so where were you born:	<input type="checkbox"/>	<input type="checkbox"/>
Buyers Tax File Number:- .....		
Buyers Tax File Number:- .....		
GST – Registration Status	[ ]	[ ]
Australian Business Number ABN - if applicable		
How do you intend to hold the property?  <input type="checkbox"/> Joint Tenants – upon the death of one person, the share in the property held by the deceased person immediately goes to the survivor. <input type="checkbox"/> Sole Owner		

Please provide the following information:	Yes	No
<p><input type="checkbox"/> Tenants in Common – the share held by the deceased person goes in accordance with his/her Will.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> In Equal Shares (i.e. 50/50)</li> <li><input type="checkbox"/> Other Shares – Please specify _____</li> </ul> <p>Please refer to the Booklet on the differences between the methods of holding your interest in the Property. These methods affect your succession plans, duty payable and Foreign Investment Review Board requirements.</p>		
<p>I/We expect to receive vacant possession at settlement.</p> <p>If you are purchasing the property as an investment property as an investment property, please confirm whether you will be managing the property or appointing a managing agent.</p> <p>Name of Managing Agent:</p> <p>Agency: <span style="float: right;">Phone:</span></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are you obtaining finance</p> <p>How much are you borrowing?</p> <p>Name of financial institution:</p> <p>Contact Person: <span style="float: right;">Phone:</span></p> <p>Do you authorise us to provide your financier with information from your file for example the Contract, Settlement Statement, rebates or deductions?</p> <p>If obtaining finance, please provide us with a copy of your finance approval letter.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is the entire balance of purchase money coming from one source (e.g. your bank)?</p> <p>If no, advise other sources and amounts?</p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are you seeking a building inspection report?</p> <p>If yes, has an inspector been briefed?</p>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <i>Client to do this straight away.</i>
<p>Do you require a surveyor to check boundaries or potential encroachments?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Have you completed an insurance proposal in respect of the improvements on the property?</p>	<input type="checkbox"/>	<input type="checkbox"/> <i>Client to do this straight away.</i>
<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>	<input type="checkbox"/>	<input type="checkbox"/>

Please provide the following information:	Yes	No
..... ..... .....		
<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>
Are you proposing a pre-settlement inspection?	<input type="checkbox"/>	<input type="checkbox"/>
Will you be making arrangements with the real estate agent for handover of keys or security access devices at settlement?	<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"> <li><input type="checkbox"/> From this seller (or an associated or related party to the seller)?</li> <li><input type="checkbox"/> That is adjoining or closely located to this property?</li> <li><input type="checkbox"/> That is to be used with this property (e.g. an adjoining block to redevelop, a business plant or equipment)?</li> </ul> <p>We need to know because the other property may be considered in determining the transfer of duty payable on this purchase. <b>Please note that giving a false declaration could result in serious penalties.</b></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><b>Foreign ownership</b></p> <p>Is any individual Buyer <b>not</b> 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 <b>not</b> an Australian Citizen (regardless of whether they are a permanent resident) provide the following information:</p> <ul style="list-style-type: none"> <li>• Details of Country of tax residence:</li> <li>• Details of Nationality or citizenship:</li> </ul>	<p>.....</p>	

Please provide the following information:	Yes	No
<ul style="list-style-type: none"> <li>• Passport number &amp; country of issue:</li> <li>• Visa number:</li> <li>• Visa subclass:</li> <li>• Visa expiry date:</li> <li>• Overseas identifier (e.g. tax ID number):</li> <li>• FIRB application number.</li> <li>• Other overseas identifier (e.g. ID card):</li> </ul>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<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"> <li>• Details of Country of tax residence:</li> <li>• Country of formation or incorporation;</li> <li>• Overseas registration number (ABN/ACN equivalent)</li> <li>• FIRB application number:</li> <li>• Other overseas identifier (other government registration number)</li> </ul>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<p><b>If the Buyer is a company:</b></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</i></p>	
<p>Is there anything else we should know about the property or the purchase?</p>	<input type="checkbox"/>	<input type="checkbox"/>

# 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

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

**✘ WILL NOT**

Transfer any money more than \$10,000 **without first** telephoning your law practice to verbally confirm the account number, details and amounts.

**✘ 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.

**✘ WILL NOT**

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

**✔ WILL**

Contact your law practice if in any doubt about emails or other electronic communications that appear to have come from you.

**✔ 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.

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 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.
6. 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.

7. 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.
8. 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 receipted 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.**

**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.

**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.
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.

Signed by buyer: \_\_\_\_\_



Buyer Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by buyer: \_\_\_\_\_



Buyer Print Name: \_\_\_\_\_

Date: \_\_\_\_\_