

CITY ADDRESS
Suite 202, Level 2 105 Pitt Street
Sydney NSW 2000
Ph: (02) 8315 3118
Fax: (02) 8221 9792

WESTERN SYDNEY ADDRESS
Heritage House A Richmond
Marketplace
82 Market St Richmond NSW 2753
Ph: (02) 8315 3118
Fax: (02) 8221 9792

REGIONAL ADDRESS
42-44 Market St
Mudgee NSW 2850
Ph: (02) 6798 9714
Fax: (02) 6372 6030
E: info@dottandcrossitt.com.au



Our First Review™ of a contract for sale of property in New South Wales

In agreeing to purchase a First Review™ report from us you agree to the following terms:

You acknowledge that:

1. a sum of **\$249 (inclusive of GST)** is to be paid as an upfront fee to us in consideration for accepting your instructions and making the necessary preparations to produce the report. This fee is **not trust monies** and is **non-refundable** except in the limited circumstances set out in the 'Appointment Terms' annexed to this letter;
2. the First Review report will cover the following areas:
 - (a) An introductory letter explaining the structure of the First Review™ report and commenting on some aspects of the path towards an exchange of contracts. The introductory letter will also give a **First Review™ 'risk grading'** to the contract which needs to be read subject to the important qualifications described in the report;
 - (b) A section entitled "*The Property*" commenting on aspects such as the size and dimensions of the lot, any encumbrances or relevant dealings on the title and aspects related to insurance for the property. If the land is Torrens Title, the report will usually annex a plan of the lot identifying any relevant dealings on the land;
 - (c) A section entitled "*The Contract*" commenting on your legal obligations under the contract with a focus on any special conditions inserted by the vendor's solicitor which introduce financial penalties or any other unusual risks;
 - (d) If the land is Torrens Title, a section entitled "*Council & Zoning*", describing some of the restrictions on use and development of the land disclosed by the mandatory Planning Certificate attached to the contract. If the land is Strata Title, this section will usually be omitted or abbreviated given the lesser significance of zoning for that type of property;
 - (e) If the land is Strata Title, a section entitled "*Body Corporate and Strata*", making some general comments about the management of the strata and relevant by-laws. You should note that these comments are no substitute for obtaining a Strata Report.;
 - (f) A section entitled '*Tax*' making some limited comments on taxation issues relating to the transaction;
 - (g) **A draft letter addressed to the Vendor's solicitor proposing some amendments to the contract to improve your position; and**
 - (h) A section entitled '*Further Notes*' which makes some further, general comments about purchasing land in New South Wales.
3. the benefit of the First Review™ report is strictly limited to the addressee of the report and/or immediate family members and may not be assigned to another person without our written consent; and
4. the provision of our legal services comprising the First Review™ report are subject to the further terms and conditions comprised in the 'Appointment Terms' annexed to this letter.

With your approval we will send the letter to the Vendor's solicitor referred to at paragraph 2(g) above, including any additional requests you may have, and report back to you with their response for **no further fee or charge**. Should protracted or unusually complex negotiations be required after that step, we reserve the right to charge an additional fee – although we would expect this to be unusual.

The retainer comprising the First Review™ report does not extend beyond the scope set out above. In particular, it does not include any specific advice on any relevant Strata Report nor any neighbouring properties and developments (but which we would suggest is an important part of the due diligence). Nor does our advice extend to us having made any inquiries of Council.

If you require us to do other legal work, it will not be covered by this fee and we will make separate arrangements with you about it. We won't commence any legal work which we believe to fall outside of the scope of this fee arrangement without first discussing it with you.

Yours sincerely,

Jared Zak

Principal Solicitor (Lawyer)

APPOINTMENT TERMS

Our agreement

These are the general terms on which we provide the First Review™ report. They must be read together with our letter above which describes the scope of the advice. If you instruct us on the conveyancing for the relevant property, the terms of that engagement will be notified and agreed with you separately.

Our professional relationship

In each matter in which we act for you, we act as your independent legal adviser solely in your interests unless you agree that we can act for another party as well. We will always seek your consent in writing to acting for another party and, where possible, allocate you a different solicitor/conveyancer.

Assumptions

The assumptions on which we have based our First Review™ report are:

- no specialist advice will be required in relation to tax (GST, land tax or stamp duty) or planning matters is required;
- your finance for purchase of the property is fully-approved.

Use of our trust account - beware of a fraud targeting real estate buyers

Scammers have targeted solicitors and their clients in conveyancing transactions by hacking into email accounts and/or making fake email accounts impersonating solicitors you have worked with in order to request monies on trust. Note we will never request monies on trust via email without following up with a phone call confirming the transaction.

Legal fees, costs and disbursements

You have the right to negotiate this costs agreement with us. Our legal fees and total estimated disbursements and costs are set out in the costs letter.

Bills

You are entitled to receive a bill from us. We may give you a lump sum or an itemised bill. If we give you a lump sum bill, you may request an itemised bill within 30 days of the bill being payable. It will be provided within 21 days of your request. You will not be charged for preparing an itemised bill.

Our bills are payable within 7 days after issue. We may stop work until unpaid bills are paid. We may also charge you interest on any amount unpaid for 30 days or more after we have given you the bill. The rate of interest will be two percentage points above the Cash Rate Target of the Reserve Bank of Australia.

If there is a dispute regarding our costs, you may (in addition to any other rights you may have):

- apply for costs to be assessed within 12 months if you are unhappy with our costs;
- apply for the costs agreement to be set aside.

For more information about your rights, please read the fact sheet titled "*Legal costs – your right to know*" which you can obtain from us or the Legal Services Commissioner.

Our work for you

To provide you with the legal services you require, we need you to give us clear and complete instructions. We ask that you provide all relevant facts. Our work does not extend beyond the scope of work we have agreed with you. Often we need to make assumptions in order to provide advice. Please carefully review any assumptions and let us know immediately if any assumptions are incorrect or inappropriate or if you think we have misunderstood your instructions.

You have the right to ask us for written reports on:

- the progress of your matter; and
- the fees and costs to date or since your last bill.

Referral Fees

Occasionally, as a form of advertising, we will pay a mortgage broker or a real estate agent who has referred us to you a flat fee of \$300.

Refund Policy

The fee charged for the First Review™ report is non-refundable except in the following circumstances:

- we fail to provide the report within two (2) hours of it having been ordered, providing the order is made between the hours of 8am – 6pm Monday – Friday and between 9am – 12 noon on Saturday; or
- in the case the report contains a manifest and significant error.

Confidentiality

Our duty of confidentiality is fundamental to our practice. However, you agree that we may disclose your confidential information to the extent we consider it appropriate for:

- the purpose of conducting the matter, including to third parties who provide services to us;
- to our professional advisers and insurers; and
- if legally required or permitted or if authorised by you.

Provision of your details to Third Parties

Throughout the conveyancing process, you will be asked whether you require related services. If you request these services you consent to Dott & Crossitt Solicitors providing the third party service provider with your details as necessary for the service provide to offer the relevant service to you.

Fees paid to Dott and Crossitt Solicitors®

Dott & Crossitt Solicitors® may be paid a fee by their Referral Partners where you have given consent and we have provided your details to them and you have subsequently independently engaged their services.

These Fees include:

Title Insurance Processing Fee (for all policies)	\$82.50
Eagle Eye Insurance (Buildings and Contents Insurance)	\$100
Mortgage Broker referral fee	An amount up to 20% of the upfront brokerage fee received by the broker

Dott and Crossitt Solicitors® is very proud of the Referral Partners it introduces to you. Each of them has undergone an extensive review process for both quality of product and service and such reviews are ongoing. If you have any feedback on the service offered by our Referral Partners, please email feedback@dottandcrossitt.com.au as your input is always appreciated and will be taken seriously.

If you suffer loss

You may be entitled to recover damages or compensation from us if you suffer loss as a result of our conduct up to and limited to \$2 million which is the limit of our professional indemnity insurance through the Legal Practitioners Liability Committee. However, if you are partly responsible for the loss, the amount of the damages or compensation can be reduced having regard to the extent of your responsibility.

Email

Electronic communications may not appear in the same format in which they are sent, are sometimes delayed or not delivered, can be copied and edited and may contain computer viruses. To the extent permitted by law, we are not liable for any loss or damage if this occurs.

How our appointment may end

Our appointment may be ended:

- by you at any time and for any reason;
- by us, on giving reasonable notice, if a legal conflict arises or other just cause, such as if you breach the agreement, require us to act unlawfully or unethically, do not give us adequate or timely instructions, do not pay our bills, have lost confidence in us or are no longer able to be party to a legal agreement.

You must pay us our fees and costs incurred up to the time our appointment ends and for any work we do after that time. If we have agreed a fixed fee, you agree to pay us what we reasonably consider reflects the work we have done for you.

Your records

You agree that Dott and Crossitt Solicitors® will, upon closing your file, retain any papers to which you are entitled to and leave them in our possession (save for documents deposited in our safe custody) for no more than six (6) months. After that time we will digitally image your papers and destroy the originals. The digital copies of your papers will be stored on our servers for a period of no longer than seven (7) years.

Relevant law

These terms (together with our costs agreement) are governed by the laws of New South Wales.