

NSW Conveyancing Fees for the Purchase of Property

Valid to 31/12/2026

- Our Professional Fees are fixed.
- All prices are **GST inclusive**.
- Disbursements may vary and hence we have provided an estimate range for these costs. Disbursements are charged to you at the price that it costs us; there is no additional benefit to us from additional searches.
- Please be aware that there will be other amounts that you will need to pay which do not form part of our fee structure and would usually be the same for whatever conveyancing service you use. Examples of this are PEXA (electronic settlement) fees and registration fees. These will be different depending upon what type of property you are buying and they are not listed in the fee Schedule.

Established House, Unit, or Land

	Professional Fees	Disbursements (estimate)	Total
Total	\$2,090	\$250 - \$500	\$2,340 - \$2,590
Paid in full on Settlement			

Off the Plan

	Professional Fees	Disbursements (estimate)	Total
On Exchange	\$660	\$50 - \$100	\$660 - \$760
On Settlement	\$1,430	\$0 - \$200	\$1,430 - \$1,630
Total	\$2,090	\$50 - \$300	\$2,090 - \$2,390

If we provide advice on your matter and it does not proceed to exchange of Contracts, we reserve the right to charge \$660 (inclusive of GST).

If your matter is rescinded or terminated, we reserve the right to charge our full fee.

NSW Conveyancing Fees for the Sale of Property

Valid to 31/12/2026

- Our Professional Fees are fixed.
- All prices are **GST inclusive**.
- Disbursements may vary and hence we have provided an estimate range for these costs. There may be additional notations on title and you will need to pay for these searches. Disbursements are charged to you at the price that it costs us; there is no additional benefit to us from additional searches.
- We will request you to pay our Contract Preparation Fees and the associated Disbursements at the time of preparation of the marketing Contract. The balance of the Professional Fees and any unpaid disbursements need to be paid at settlement.
- If your property is on the market for a substantial period of time without a sale it may be necessary/prudent to update some or all of the searches. We will discuss this with you if it is required. You will need to pay for the new updated searches.
- There may be searches that the Purchaser will reimburse you for on settlement.
- Please be aware that there will be other amounts that you will need to pay which do not form part of our fee structure and would usually be the same for whatever conveyancing service you use. Examples of this are PEXA (electronic settlement) fees and registration fees. These will be different depending upon what type of property you are selling and they are not listed in the fee Schedule.

Established House or Land

	Professional Fees	Disbursements (estimate)	Total
Contract Preparation	\$660	\$300 - \$600	\$960 - \$1,260
On Settlement	\$1,430	\$100 - \$150	\$1,530 - \$1,580
Total	\$2,090	\$400 - \$750	\$2,490 - \$2,840

Established Unit

	Professional Fees	Disbursements (estimate)	Total
Contract Preparation	\$660	\$300 - \$700	\$960 - \$1,360
On Settlement	\$1,430	\$100 - \$250	\$1,530 - \$1,680
Total	\$2,090	\$400 - \$950	\$2,490 - \$3,040

COSTS DISCLOSURE STATEMENT

Division 3.2 of the *Legal Profession Act 2006* (ACT) requires that the following matters related to costs be disclosed to you: This document provides you with important information about the cost of our legal services, and your rights, as required by the *Legal Profession Act 2006* ACT (the Act).

PART 1 – YOUR RIGHTS

1.1 Right to negotiate a costs agreement with us

You have a right to negotiate a costs agreement with us.

1.2 Right to receive a bill of costs

You have a right to receive a bill of costs for the legal services provided by us to you. We will send you a bill of costs containing information of our professional charges and disbursements, including GST, after completion of the work, **or** at intervals of at least one month, **or** at other times as agreed with you, when the work is in progress, excepting that disbursements may be billed to you as they arise.

1.3 Right to request an itemised bill

If a lump sum bill is given to you for more than the threshold amount of \$1,500 (excluding disbursements), you have the right to ask for an itemised bill not later than 90 days after the day the lump sum bill was given to you. If the bill is for an amount equal to or less than the threshold amount of \$1,500 (excluding disbursements), you do not have the right to ask for an itemised bill.

1.4 Right to progress reports

You have a right to request written progress reports on your matter. Our normal charge-out rates will apply for this service. If we have agreed a fixed fee with you for our professional charges, we may at our discretion charge you extra for such reports. You have a right to request a written report on the legal costs incurred to date or since the last bill of costs was given to you, free of charge. We must give you these reports where your request is reasonable.

1.5 Your rights if you dispute our legal costs

Division 3.2.7 of the Act gives you the right to apply to the Supreme Court to have all or any part of our legal costs assessed for fairness and reasonableness, including whether or not it was reasonable to carry out the work to which the legal costs relate and whether or not the work was carried out in a reasonable way.

Any such application must be made not later than 12 months after the day the bill was given to you, the request for payment was made, or, if neither a bill was given nor a request made, not later than 12 months after the day the costs were paid. Applications may be made out of time in certain circumstances.

The Act gives you the right to apply under Section 288 to have any costs agreement entered into between us set aside on the basis that it is not fair or reasonable.

1.6 Right concerning a corresponding law.

You have the right to accept our offer to enter into a costs agreement with us on the basis that the corresponding law of another State or Territory is applicable, such as where the legal services are or will be provided completely or primarily in that State or Territory or where the matter has a **substantial connection** with that State or Territory.

In some circumstances you have the right to enter in an agreement providing for, or to notify us that you require, the corresponding provisions of a corresponding law of another State or Territory to apply to the costs disclosure and assessment for your matter. These rights are set out in SS 264 – 268 of the *Legal Profession Act 2006*.

PART 2 – COSTS

2.1 The Basis on which our costs will be calculated

The law of the ACT applies to legal costs in this matter.

However, if you enter into an agreement or give notification that a corresponding law will apply, we will disclose costs as they are applicable in that State or Territory. In those circumstances, you have the right to contract with us that the costs assessment scheme in the ACT is applicable, in the event of any dispute as to costs arising with us.

2.1.1 Professional Charges

We will charge you professional fees for the work we do in accordance with the above Fee Structure.

2.1.2 Disbursements

We will incur disbursements on your behalf. Disbursements may include but are not limited to, filing and other Court fees, registration fees, Counsel's fees, medical or other report fees, document production fees, experts' fees, travel and accommodation expenses, courier fees, long distance telephone or other communication charges, bank charges, postage, enquiry fees, search fees, process server's fees, transcript fees, agent's fees, witnesses fees and expenses, externally incurred photocopying fees, printing and binding fees, investigator's fees, and government charges, taxes or duties (including any GST that may be payable on disbursements).

You must pay our disbursements regardless of the outcome of your matter, and regardless of whether our services are terminated by you or by us prior to the completion of the work we have been instructed to do. Further, we may at any time, require you to pay money or further monies into our trust account to cover (or we may at any time require you to otherwise secure to our satisfaction) the anticipated cost of any disbursements before they are actually incurred. We may send you a bill of costs for our disbursements at any time.

2.2 Estimate of Costs

The estimate is made on the quality and quantity of information available to us at this time. It may change if more information is discovered or made available to us that complicates or extends the amount of work required by us to complete your instructions. It is an **estimate, not a quotation** and subject to change.

- 2.2.1 It is not reasonably practicable at this time to provide an accurate estimate of the total legal costs. Instead a **range of estimates** is provided inclusive of GST.

Our professional fees

Refer to Fee Structure above

These estimates are made on the information available to us at this time. They may change when more information is available to us. Some of the major variables which will affect the estimates could be:

1. The quality, quantity and timeliness of the information supplied by you;
2. The duration of the matter generally;
3. The volume and complexity of factual evidence;
4. The length of any hearing, if the matter does proceed to that stage;
5. Any unforeseen issues that arise in the matter.

PART 3 – BILLING

3.1 Our billing arrangements

We will send you a bill of costs containing information of our professional charges and disbursements and expenses, including GST:

- At intervals of at least one month, excepting that disbursements may be billed to you as they arise; or
- After completion of the work, excepting that disbursements may be billed to you as they arise; or
- At other times as agreed with you, when the work is in progress, excepting that disbursements may be billed to you as they arise.

If we give you an interim bill, it may not include all of our costs which have accrued up until the date of that interim bill. You also have a right to seek an assessment of the interim bill by the Supreme Court under Division 3.2.7 of the Act, either at the time the interim bill is given or at the time the final bill is given, whether or not the interim bills have been paid.

3.2 Interest on unpaid costs

If our costs are not paid within 30 days of receipt by you of our bill of costs, we may charge you interest on the unpaid amount at the rate prescribed under the *Court Procedures Rules 2006*, Schedule 2, Part 2.2, Table 2.3 (which is the rate that is 6% above the cash rate last published by the Reserve Bank of Australia). The rate may vary at the time the Bill of Costs is issued.

PART 4 – OTHER MATTERS RELEVANT TO YOUR COSTS

4.1 Right to be notified of any substantial changes

You have a right to be notified under 276 of the Act, of any substantial change to anything contained in this disclosure document.

4.2 Person/s responsible for your matter and legal costs

The solicitor is responsible for your matter and you may contact them regarding your matter and your legal costs.

4.3 Engagement of another law practice

In certain circumstances, we may be required to engage, on your behalf, the services of another law practice to provide specialist advice or services, including, but not limited to, the advocacy services of Counsel, or the services of another solicitor in another State to act as our agent. We will consult you as to the terms of that law practice's engagement and you may be made an offer to enter into a costs agreement directly with that law practice. Any law practice engaged by us will disclose costs in a similar manner and we will disclose those costs to you.

4.4 GST

All professional charges and disbursements in this document are GST inclusive unless otherwise stated.