

Real estate settlements

Product disclosure statement



Our charges

Our **flat rate settlement fee** covers all of the services usually required to complete settlement under a standard contract including postage, petty, photocopying, telephone calls, faxes and settlement attendance. It does not include **disbursements** – government, bank and strata fees – which you must reimburse us for **at cost**. If you are buying, you must also pay government transfer duty and transfer of land registration fees calculated according to the value of the property.

We offer a range of **additional legal services** charged on either a fixed price or timed basis (listed below). **We will not supply or bill you for any additional service** unless you specifically authorise us to do so.

Settlement – flat rate fees

Services	Buyer \$ (inc GST)	Seller \$ (inc GST)
Search the certificate of title. Arrange for you to sign the Transfer of Land document. Liaise with your financial institution, usually your bank (Lender), to attend settlement. If you are the seller, arrange for you to satisfy Landgate's Verification of Identity requirements. If you are the buyer: <ul style="list-style-type: none"> advise the local authority, Water Corporation, Office of State Revenue and any strata company to record you as the owner of the property; and attend to the assessment of transfer duty. Adjust all rates, taxes and strata levies and prepare settlement statements as necessary. Book (and re-book once if necessary) and attend settlement on your behalf and: <ul style="list-style-type: none"> if you are the buyer, either lodge the documents at Landgate or give them to your Lender to lodge at Landgate; or if you are the seller, distribute the proceeds of sale in accordance with your instructions. Includes reasonable correspondence, telephone calls, documents and meeting with you as necessary to provide these services.	990	660

Disbursement	Buyer \$ (inc GST)	Seller \$ (inc GST)
Certificate of title search – Landgate	24	24
Bank cheque fees as applicable (estimate)	10	10
Certificate of title check search – Landgate	12	-
Electronic advice of sale enquiry fees - Landgate, Local Authority, Water Corporation and Office of State Revenue (estimate). The exact fee depends on the amount charged by the Local Authority.	200	-
Section 43 certificate – where there is an active strata company	110	-
ASIC search fees, courier costs (as applicable)	At cost	At cost



Additional legal services

Fixed price services	Buyer \$ (inc GST)	Seller \$ (inc GST)
Off-the-plan contracts Where you are buying under an off-the-plan contract we will give you a letter of advice summarising important obligations under the contract and liaise with you and the other party as to the progress of subdivision.	550	-
Consultations for legal advice – 30 minutes / 60 minutes	198 / 385	198 / 385
Deceased estates Prepare an application to transfer the property into the name of the executor or administrator (application by personal representative). Prepare an application by surviving joint tenant (survivorship application).	-	275
Amended/new certificate of title Prepare an application to replace a lost certificate of title and supporting statutory declaration. Prepare an application to amend a name on a title and supporting statutory declaration.	-	550
Declaration of identity Where you cannot meet Landgate's Verification of Identity requirements, prepare and arrange execution of a Declaration of Identity.	-	165
Re-booking settlement Re-book and attend settlement for the third and subsequent time(s) (per booking).	220	220
Leases and encumbrances Liaise with the holder of the second and subsequent registered encumbrances (for example a second mortgage or caveat) to attend settlement and discharge its security. The charge indicated is per security holder. Where the property is the subject of a lease, attend to any adjustment of rent and prepare a Notice to the tenant as required under clause 6 of the General Conditions.	-	330
Default and termination Where the other party does not comply with the contract, prepare and serve a Default Notice. Prepare and serve any other Notice - e.g. Notice of termination and Deposit Holder Notice.	660	660
	550	550

Timed services

Other advice or assistance, not described elsewhere in this statement; for example:

- negotiating or formalising any variation of the contract;
- advice relating to transfer duty;
- services relating to delayed settlement such as penalty interest disputes; and
- advice regarding any encumbrance affecting the property, for example any lease, easement or restrictive covenant.

We will charge you:

For the time that we spend (calculated in increments of 1 minute or part thereof) at these maximum hourly rates (inclusive of GST):

Partners of the firm	\$495
Lawyers (admitted for more than 5 years)	\$440
Junior lawyers (admitted for less than 5 years)	\$330
Articled clerks and law undergraduates	\$220

For the following fixed charge activities at these fixed rates (inclusive of GST):

Photocopying and printing per page	\$0.165
Scanning and registering documents per page	\$0.165
Cataloguing documents per document	\$5.50

We will give you an estimate of our charges for any timed services on request.



Terms and conditions

1 Definitions

In this statement the following terms have the following meanings:

General Conditions	the <i>Joint Form of General Conditions for the Sale of Land</i> published by The Law Society of Western Australia and the Real Estate Institute of WA Inc;
services	the services described in preceding tables;
standard contract	a contract for the sale and purchase of land in Western Australia drafted substantially in accordance with the standard form published by the Real Estate Institute of WA Inc and incorporating the General Conditions;
off-the-plan contract	a contract for the sale and purchase of land in Western Australia where that land is not a lot at the date of the contract, including sales of vacant land and strata properties;
we, our and us	Birman & Ride and Flat Rate Settlements (ABN 57 325 569 850);
you	the person(s) or entity(ies) receiving this statement.

2 Agreement

- 2.1. We will supply you the services described herein upon the terms set out in this statement.
- 2.2. Part 10 of the *Legal Practice Act 2008* applies to this agreement.
- 2.3. You will be deemed to accept an offer to provide services from us by:
 - 2.3.1. signing and returning our settlement authority;
 - 2.3.2. instructing us or allowing us to undertake work on your behalf; or
 - 2.3.3. paying to us any money that we request.
- 2.4. If there is more than one of you, all of you are jointly and severally liable to discharge your obligations to us and to pay our bills and any one of you will be deemed to have the authority of all of you to instruct us.

3 Billing and terms of payment

- 3.1. You must pay our charges on the earlier of:
 - 3.1.1. the settlement date as defined in your contract; or
 - 3.1.2. 14 days of us giving you a bill.
- 3.2. Upon our request you must pay into our trust account monies on account of our anticipated fees and disbursements.
- 3.3. You authorise us to apply any monies that we hold on trust for you:
 - 3.3.1. to pay disbursements; and
 - 3.3.2. in payment of any monies payable by you to us (i.e. in satisfaction of your bills);
 in respect of this or any other matter where you are liable to pay us monies or where we need to incur disbursements for you.
- 3.4. We may render you bills at frequencies of not less than one week for the value of the work that we have completed. We may bill you for disbursements when they are incurred.
- 3.5. In the absence of an agreement to the contrary, lawyers' charges are regulated by the *Legal Practitioners (Solicitors Costs) Report 2013 (WA) (Costs Determination)*. Our charges in this agreement may exceed those allowed by the Costs Determination. Upon request we will provide you with a copy of the Costs Determination.

4 Legal costs - your rights

- 4.1. The law of Western Australia applies to legal costs in relation to this matter.
- 4.2. You have the right to:
 - 4.2.1. negotiate a costs agreement with us;
 - 4.2.2. receive a bill from us;
 - 4.2.3. request an itemised bill after you receive a lump sum bill from us;
 - 4.2.4. request written reports about the progress of our service (for which we will charge you) and the charges incurred (at no cost to you);
 - 4.2.5. within 12 months of receiving a bill, apply for our charges to be assessed;
 - 4.2.6. apply for any cost agreement you enter into with us to be set aside;
 - 4.2.7. accept or reject any offer we make for an interstate costs law to apply to this matter;
 - 4.2.8. notify us that you require an interstate costs law to apply to your matter;
 - 4.2.9. be notified of any substantial change to the matters disclosed in this offer; and
 - 4.2.10. make a complaint under Part 13 of the *Legal Profession Act 2008*.
- 4.3. For more information about your rights, please read the fact sheets *Legal Costs Your Right to Know* and *Your Right to Challenge Legal Costs*. You can ask us for a copy, obtain them from the Legal Practice Board or download them from the websites of the Legal Practice Board or the Law Society of Western Australia.
- 4.4. Before entering into an agreement with us you should consider obtaining independent legal advice as to the terms of this document.
- 4.5. You may contact your file manager to discuss legal costs.

5 Authority to release information

- 5.1. You authorise us to release your personal information and copies of documents relating to the services to any person if it is reasonably necessary for us to do so in supplying the services to you.
- 5.2. We use a range of internet-based services hosted by third parties (**cloud computing service providers**) in delivering services and in the management and marketing of our business. You consent to us disclosing confidential information to our cloud computing service providers. We undertake reasonable due diligence prior to using any cloud computing service provider including data security and prevention of unauthorised access.

6 Termination

- 6.1. You may terminate this agreement at any time by notice to us.
- 6.2. We may terminate this agreement by notice to you if:
 - 6.2.1. you fail to give us adequate instructions or if you instruct us to do anything which is unethical or unlawful;
 - 6.2.2. you fail to pay us monies on account of our charges or disbursements when we reasonably request you to do so;
 - 6.2.3. you fail to pay our bills to you on time; or
 - 6.2.4. we are acting for both parties and a conflict arises.
- 6.3. If either party terminates the agreement you must pay a reasonable amount for the work that we have completed.

