

Superannuation Instalment Trust (SIT) order form

Documents			
Date of instructions:	<input type="text"/>	Date documents required by:	<input type="text"/>
Documents to be sent to: (please tick <input checked="" type="checkbox"/>)	<input type="checkbox"/> Referring adviser or <input type="checkbox"/> Client		
Referring adviser			
Referring adviser company name:	<input type="text"/>		
Contact Name:	<input type="text"/>		
Street address:	<input type="text"/>		
Postal address:	<input type="text"/>		
Contact numbers:	Phone: <input type="text"/>	Fax: <input type="text"/>	
Email address:	<input type="text"/>		
Client details			
Full name(s):	<input type="text"/>		
Preferred mailing name:	<input type="text"/>		
Residential address:	<input type="text"/>		
Postal address:	<input type="text"/>		
Contact numbers:	Business: <input type="text"/>	Home: <input type="text"/>	
	Fax: <input type="text"/>	Mobile: <input type="text"/>	
Email address:	<input type="text"/>		

Details for preparation of superannuation instalment trust (SIT) deed

State or Territory in which SIT is to operate:

Property to be acquired

Property address:

Property description:
(include lot number,
plan number, parish,
county & title reference)

Funding arrangements

Financier: (please tick)

Self funded

or

Bank financier

A. If self funded

McMahon Clarke is to prepare the loan documents and mortgage (please tick if required)

Details of lender:

Address:

Only complete the below information if McMahon Clarke is required to prepare loan documents:

Loan amount:

Interest payable:

Interest rate:

Repayment date:

Party liable for the
payment of costs:

Is the lender advancing whole of the funds needed to acquire the property? (please tick Yes / No

B. Third party financier

Name of lender:

Note: Our scope of work does not include a review of the loan documentation including any mortgage or guarantee. If you would like us to review these documents, then you should instruct us to do so and provide us with copies of all documents pertaining to the finance arrangements. Please see the Fees page of this order form.

Details for preparation of superannuation instalment trust (SIT) deed

The trustee of the superannuation instalment trust (SIT) can be either individuals or a company. Please only complete the details for the relevant trustee type.

SIT trustee—if individual(s)

Trustee 1

Full name:

Address:

Trustee 2

Full name:

Address:

SIT trustee—if a company

McMahon Clarke is able to incorporate a new corporate trustee. If required, please tick the box below and complete all company details. Please return the completed instruction sheet and a cheque for \$412 made payable to "McMahon Clarke Legal Trust Account". This is the ASIC fee for registration of a company.

We require McMahon Clarke to incorporate a corporate trustee for the SIT? (please tick) YES / No

Note: Any of the following information marked with a hash (#) is only required if McMahon Clarke is to establish the corporate trustee.

Any information not marked with a hash (#) **must** be completed by all clients using a corporate trustee.

Company name:

Company ACN:

Registered office:

Principal place of business:

Director/Shareholder 1

Full name:

Address:

Place of birth:

Date of birth:

Number of shares:

Details for preparation of superannuation instalment trust (SIT) deed

Director/Shareholder 2

Full name:

Address:

Place of birth:

Date of birth:

Number of shares:

Director/Shareholder 3

Full name:

Address:

Place of birth:

Date of birth:

Number of shares:

If you require more officeholders and shareholders, then please provide details on the further information page at the end of the order form.

Secretary

Full name:

Address:

Place of birth:

Date of birth:

Do you want the corporate trustee to sign all documents under company seal?

YES / NO

Details of self managed superannuation fund (SMSF)

The trustee of the self managed superannuation fund (SMSF) can be either individuals or a company. Please only complete the details for the relevant trustee type.

Name of SMSF:

SMSF trustee—if individual(s)

Trustee 1

Full name:

Address:

Trustee 2

Full name:

Address:

SMSF trustee—if a company

Company name:

Company ACN:

Registered office:

Directors:

(please list the full names of **all** current directors. If more than two, then use the additional space at the end of the order form)

Secretary:

(please list the full name of the secretary)

Will the corporate trustee sign under company seal?

Yes / No

Important notes: We need to review the documents establishing the SMSF to ensure they contain the powers necessary for the SMSF to enter into the SIT arrangement. If necessary, we will amend the trust deed of the SMSF to include appropriate powers.

Accordingly, please provide us with the following documents for review (**note: we require originals, not copies**):

1. Trust deed establishing the SMSF.
2. Any subsequent document which varies or amends the original trust deed.

It is important that the loan to the SMSF and any personal guarantees provided by members or trustees or directors of trustees of the SMSF comply with superannuation borrowing rules. You should have a solicitor review this documentation.

Fees

Our professional fees are as set out below. Please tick the option(s) you require to acknowledge you accept our fees.

Scope of work

Incorporation of new trustee company and preparation of the SIT:

Yes, I choose this option.

The fee for incorporating a new company will be \$600 plus GST (i.e., \$660 inclusive of GST) and outlays. ASIC charge a registration fee of \$412 to incorporate a new company. At the same time you send us this completed form, please provide us with the ASIC fee of \$412 on account of the registration fees. You can provide these funds either by—

- cheque made payable to “McMahon Clarke Legal Trust Account”, or
- direct deposit to our Trust Account at:

A/c Name : McMahon Clarke Trust Account
Bank : ANZ Bank
A/c Number : 8335 49073
BSB : 014 002
Branch : cnr Queen and Creek Streets, Brisbane, Queensland

All company documents will be provided to you electronically on a compact disk. If you prefer to receive your documents in a company register, we can prepare this for you. If you choose to have a register prepared by us, there will be an additional fee of \$200 plus GST (i.e., \$220 inclusive of GST) and outlays. Please tick the box below if you would like a company register prepared.

Yes, please prepare a company register.

The professional fee for the work involved in establishing a SIT will be \$4,500 plus GST (i.e., \$4,950 inclusive of GST) and outlays. This includes preparation of a deed of amendment if the existing terms of your superannuation trust deed are not adequate to allow borrowing or meet your financier's requirements.

Preparation of SIT only:

Yes, I choose this option.

The professional fee for the work involved in establishing a SIT will be \$4,500 plus GST (i.e., \$4,950 inclusive of GST) and outlays. This includes preparation of a deed of amendment if the existing terms of your superannuation trust deed are not adequate to allow borrowing or meet your financier's requirements.

Review of loan documentation or any guarantees being provided by third parties prior to execution:

Yes, I choose this option.

It is important that the loan to the SMSF and any personal guarantees provided by members or trustees or directors of the trustee of the SMSF comply with superannuation borrowing rules. You should have a solicitor review this documentation.

The professional fee for a review of loan documentation or guarantees to ensure compliance with the superannuation borrowing rules will be \$400 plus GST (i.e., \$440 inclusive of GST). If the loan documents or guarantees do not comply with the superannuation borrowing rules, we will contact you to advise and provide a further fee estimate.

If yes, then please provide us with copies of the documents for review.

Preparation of necessary loan and security documentation if finance being self funded:

Yes, I choose this option.

The professional fee for work involved in preparing a loan agreement and mortgage documentation in a registrable form will be \$2,500 plus GST (i.e., \$2,750 inclusive of GST) and outlays such as registration fees. This will be a fixed fee plus hourly rates for terms outside standard loan agreement). This fee includes attending to registration of the mortgage on behalf of the lender.

If you would like us to provide this service, then a person from our office will be in contact shortly to discuss the further details required in order for us to complete this documentation.

Fees

Fee agreement

Our scope of work is as indicated by you above.

By signing this declaration and returning this completed instruction sheet to us, you are agreeing to the fees and charges quoted above. Any consultation time with you or your adviser/s will be charged at hourly rates. As set out in this instruction sheet, any additional instructions you provide to us or additional drafting that is required will be charged at our firm's hourly rates. We will provide you with an estimate of the additional costs once we know the extent of the additional work involved.

By signing this form you warrant on your own behalf and on behalf of the parties for whom the documents will be prepared that you have read and agreed to this declaration, you have read the **important notice to client** on page 11 of this document and the instructions you have given are complete and accurate and can be relied upon by us in preparing the documents. We will not verify the accuracy of the information with you.

We need you to confirm you want us to commence work on your behalf by signing and returning this complete instruction sheet and declaration to us.

Client 1

Signature:

Name:

Date:

Client 2

Signature:

Name:

Date:

Special instructions or further information

Appointment terms

Our agreement

This attachment sets out the general terms on which we provide legal services. It must be read together with our appointment or proposal letter which describes the scope of work we are to perform for you on a given matter.

Litigation costs

In any matter requiring court or tribunal proceedings, you will be responsible for the fees and costs, irrespective of the outcome. If you are successful in the litigation, then you may only recover some of the fees and costs incurred from another party. If you are not successful in the litigation, then you may be required to pay another party's fees and costs.

The work we do

To provide our legal services to you, we must be given a complete and clear set of instructions, preferably in writing. Those instructions should provide background material, factual information, documentation (where relevant) and what you would like us to do. You should not assume that we will provide legal services which extend beyond our scope of work.

If we are required to amend or review any documents provided by you in the course of the matter, then we are entitled to presume, unless we are advised to the contrary, that you have provided or identified the most current version of that documentation to be amended or reviewed.

Oral advice

During our conduct of your matter, we may provide oral advice in meetings and over the telephone. The benefit of subsequent information, or a more comprehensive consideration of the matters discussed, may affect the view we expressed. For that reason, if you wish to rely on any oral advice, you should first seek written confirmation of the advice.

Goods and services tax

In this fee agreement "GST" means any tax imposed by any government or regulatory authority which is a tax on the supply of goods and services, a tax on consumption, an indirect tax, a value-added tax or other similar impost.

Any amount we charge under this fee agreement for fees or outlays is exclusive of GST. If we become liable to pay GST in connection with or as a result of the supply of any advice, good, service or other thing under this fee agreement, then in addition to paying the amount due, you must also pay to us on demand the amount of GST we are liable to pay.

Outstanding accounts

Our payment terms are strictly 14 days from the date the invoice is issued. Accounts are payable in full without any set off or deduction. If our accounts are not paid within the payment terms, then we may stop work on your file.

Intellectual property

We retain copyright and all other intellectual property rights in everything we create in connection with your matter. You have permission to use the documents we produce for the specific matter on which we are retained, but if you wish to use the document on any other matter, then you must first gain our written permission.

If you provide us with a document you require us to adopt or review, then you warrant that our use of it for your matter will not infringe any other person's intellectual property rights.

Authority to advertise

If the transaction which is the subject of this retainer eventuates and becomes known in the public domain, then you agree we will be able to advertise that we have assisted in the transaction. Further, by signing this agreement you authorise us to make use of any trademark or identifying mark of yours in an advertisement or proposal we may place or send to other parties.

File management

After your matter is completed, your file will be archived by our information management agents. A fee applies to the retrieval of files once they are stored in our archival facility.

For any work we undertake on your behalf we will retain your file for seven years from the date the matter is completed. After seven years we will destroy the file, unless we receive a written request to retain the file. Your signature on this letter authorises us to destroy any of your files seven years from the date of completion. Any original documents will be returned to you at the completion of the matter or filed in our safe custody system.

Trust account authority

Your signature on this letter will confirm our fee agreement and will also stand as an authority for us to transfer from our trust account to our general account any amounts owing for professional fees and outlays. Your signature will also authorise us to transfer funds between different files where we act for you on more than one matter

Fees and costs schedule

Legal fees

This list sets out the hourly rates (exclusive of GST) we currently charge. They vary with the experience and specialisation of our professional staff.

You are charged only for the time spent on your matter. Time is recorded in six minute increments and we round up to the nearest six minutes.

We may change these rates from time to time without notice to you.

Partners / Special counsel—financial services	\$550/hour
Partners—property, commercial, private client	\$450–\$550/hour
Litigation consultant	\$450–\$550/hour
Senior associate	\$400/hour
Associate	\$360/hour
Property consultant	\$360/hour
Solicitor (depending on seniority)	\$260–\$340/hour
Paralegal	\$160–\$190/hour

Services and disbursements

This list sets out the amounts (exclusive of GST) we currently charge for common services and disbursements.

Our charges are calculated according to usage.

We add to charges for services and disbursements any fees imposed by third parties (e.g., lodgement agents, couriers, banks, online service providers, ASIC fees, etc).

We may charge for other, and change the amounts we charge for, services and disbursements from time to time. For example, if we are required to travel in relation to your matter, then we may also charge additional costs such as airfares, accommodation and meal allowances.

Document production

binding (per document)	5.00
emails (outgoing)	2.00
attachments to emails (outgoing)	1.00
compact disk	2.00
photocopying (per page)	0.75
presentation folders	18.00

Fax

facsimile (per page, outgoing within Australia)	2.00
facsimile (per page, outgoing International)	4.00

Telephone

long distance and mobile	according to time
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Sundries

postage, local calls, stationery, incidentals	25.00
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Archived file retrieval

priority response	100.00
standard response	50.00

Important notice to client

Who to contact if there are problems

1. You may contact the Queensland Law Society if you have a complaint about the fees and costs charged or the work performed by your solicitor or firm.
2. Here are the phone number and postal address for the Queensland Law Society:
Telephone: 3842 5888
Address: GPO Box 1785, Brisbane Qld 4001

Client able to negotiate agreement and get legal advice

3. You have the right to negotiate this client agreement with your solicitor or firm before you sign it.
4. You may obtain independent legal advice before signing this client agreement.

Client able to change solicitor or firm

5. You may change solicitor or firm at any time even if this client agreement says otherwise.
6. If you change solicitor or firm, it is important for you to give your original solicitor or firm notice of the change as your original solicitor or firm may charge and recover fees and costs from you for work done before notice is given.
7. Your original solicitor or firm may keep your file until you pay all fees and costs or reach an agreement about paying them.

Agreement about who will do legal work

8. This client agreement must state the names and status (for example, partner, senior associate, employed solicitor, articulated clerk, paralegal or consultant) of the people who will do the legal work for you.

Agreement about fees & costs payable for work

9. This client agreement is the basis for determining how much you pay for work done by your solicitor or firm.
10. A client agreement may set a lump sum amount for fees and costs.
11. Otherwise, the client agreement must state the basis on which fees and costs will be calculated (whether or not including a lump sum) and give either—
12. an estimate of the total amount of fees and costs likely to be payable for the work, or
13. if it is not reasonably practicable to estimate the total amount of fees and costs likely to be payable for the work, then a range of estimates of the total amount of fees and costs likely to be payable for the work and an explanation of the significant variables that will affect the calculation of the amount.
14. However, your solicitor or firm is not bound by the estimate or range of estimates given in this client agreement.
15. Extraordinary items of work not normally done for similar work must be expressly approved by you even if this client agreement says otherwise.
16. Clause 13 has no application if this client agreement sets a lump sum amount only for fees and costs.

Agreement about type and frequency of accounts

17. An account from your solicitor or firm must be in the form agreed to in this client agreement or must clearly set out all items of work done for you and the amount charged for each item.
18. If a form of account is agreed to, then it must be a form resulting in the inclusion in each account of sufficient details or the work done to allow you to decide whether the fees and costs in the account are reasonable.
19. This client agreement should state the intervals for giving you accounts.

Advice if work includes litigation

20. If the work involves or is likely to involve litigation, then this client agreement must include an explanation and estimate of the range of costs you may recover from another party if you are successful or you may be required to pay the other party if you are not successful.
21. Also, if your solicitor agrees to do the work on a speculative basis, then this client agreement must include the terms and conditions on which fees and costs become payable to you.

Important notice to client

Agreement may be amended

22. This agreement may be amended if you and your solicitor or firm agree to the changes in writing.

Challenging the amount of an account

23. You may formally challenge the amount of an account by applying to the Solicitors Complaints Tribunal for the appointment of a costs assessor to assess the account.

24. If you do this, then you can not subsequently challenge the validity or enforceability of this client agreement.

25. This means that before applying for the appointment of a costs assessor, you should consider, and, if necessary obtain advice about, whether there are grounds for challenging the validity or enforceability of this agreement.

When client may be sued for outstanding fees or costs

26. Generally, before your solicitor or firm may sue you for outstanding fees or costs, more than one month must have passed from the time you were given the account.

27. However, your solicitor or firm may ask the court for permission to sue before that time.

Can a client be sued for outstanding fees or costs if the client has applied to the Solicitors Complaints Tribunal for an assessment?

28. Generally, your solicitor or firm may not sue you for an outstanding account if you have applied to the Solicitors Complaints Tribunal for the appointment of a costs assessor to assess the account and the assessment has not concluded.

29. However, your solicitor or firm may ask the court for permission to sue.

Other remedies

30. You may have other remedies against your solicitor or firm concerning this agreement or the work done under it.

31. You may obtain independent legal advice about the remedies available.

Privacy Statement

Your information is treated confidentially

When you inquire about or receive legal services we record information about you, mainly to assess your requirements for legal services. If you become a client of McMahon Clarke, then we use the information to provide legal services.

We also use and may disclose your information for the following purposes:

- To consider other inquiries made by you to us.
- To help us develop and identify products and services that may interest you.
- To tell you about products and services (unless you have asked us not to) or recommend legal products and services.
- To maintain our relationship with you.
- To conduct market or client satisfaction research.
- To perform our internal administration and operations including accounting, reporting, risk management, record keeping, archiving, systems development and testing and staff training.
- To comply with legislative or regulatory requirements.
- Collection of your information is essential for us to service your relationship with us and our business operations. Without your information we would not be able to provide you with our products and services.

From time to time, we may disclose some of your information to the following types of organisations (including individuals):

- Your agents, including other legal advisers.
- Your executor, administrator, trustee, guardian or attorney.
- Regulatory bodies, government agencies, law enforcement agencies and courts.
- Other parties we are authorised or required by law to disclose information to.

How you can gain access to the information

You can access your information by contacting our privacy officer at any time during business hours, either by telephone or letter, using the contact details listed below.

62 Charlotte Street Brisbane GPO Box 1279 Brisbane Q 4001 T 07 3831 8999 F 07 3831 1121 www.mcmahonclarke.com

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