

SETTLE WITH EASE

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## SECTION A

Seller – Residential Established

**THIS SETTLEMENT INFORMATION  
IS TO BE READ AND UNDERSTOOD BY YOU  
PRIOR TO COMPLETING AND RETURNING SECTION B**

## SETTLEMENT INFORMATION STATEMENT

### SETTLEMENT FUNDS

#### Do you have an existing Mortgage to be Discharged?

If there is a Mortgage currently registered on the property, please contact your bank or financial institution **as soon as possible** and take whatever action is necessary to make sure that the bank is ready with documents to discharge the mortgage by the settlement date. You will be required to sign an "Authority to Discharge" and you must do so without delay once the bank has provided you with the necessary forms.

We will not be responsible for any delay attributable to you failing to sign your discharge authority with your financier.

#### Refinancing on another property as part of your Sale

You have instructed us to provide conveyancing services **only** on your behalf, and this does **not** include arranging refinancing of an existing mortgage over other property currently owned by you.

Please ensure you make the necessary arrangements with your bank and or finance broker to arrange for your re-financing banks to be ready for settlement on the due date.

Failure to arrange for your refinance/restructure to be ready in time for settlement could result in you being in default of the contract and the buyer may charge Penalty Interest for a delay in settlement taking place.

#### Funds Payable Prior to Settlement

Should you need to send funds to this Office to complete your settlement please note that our Banking Details are as follows:-

Bank:	Commonwealth Bank Perth
Account Name:	Vicki Philipoff Settlements Trust Account
BSB:	066-000
Account Number:	17423826
Quote Ref:	<b>please use your file number</b>

#### How do I read my Settlement Statement?

Our Fast Track process provides you with an initial Statement which will show amounts payable by you. The figures set out on your initial statement are estimates only, and a final settlement statement will be issued once settlement has been finalized.

The statement will either apportion current rates and taxes or include an amount to be held in our trust account pending receipt of the relevant details. If you receive any accounts for rates from either the Water Corporation or the Local Government Authority soon after the settlement date, please contact us before making payment since payment may already have been made following settlement.

For your information, statement definitions follow:

Sale Price	The price agreed on the Offer and Acceptance contract
<b>Costs and Disbursements</b>	
Settlement Fee	Professional Fees due to Vicki Philipoff Settlements

Disbursements	In accordance with the Settlement Agents Act disbursements are payable in addition to the Settlement Fee. Disbursements include postage, phone calls, couriers, faxes, e-mails, photocopies, company searches, bank cheque fees, title searches.
Adjustment of Rates & Taxes	We attend to the adjustments between you and the buyer.
Balance Due to you at Settlement	This amount is an indication only and determined by the full proceeds due, less any amount owing to your financial institution (if applicable). Your financial institution may vary the payout amount due to them at settlement, which may affect the balance due to you. This information is usually not available to us until the day of settlement.
<b>GENERAL INFORMATION</b>	
<b>Absence during Settlement</b>	
<p>If you plan to be away whilst we are attending to your settlement, please advise our office and we can arrange for our sister company Philipoff Legal to prepare a Power of Attorney document. If you are not available to sign documents as required and have not made these arrangements, we will not be liable for any delays attributable to your absence.</p> <p>Some lending institutions do not accept a Power of Attorney and may instead require an Enduring Power of Attorney. It will be your responsibility to ensure that you check with your Lending Institution which Power of Attorney document is acceptable to them, and make the necessary arrangements</p> <p>If you require a Power of Attorney to be prepared, The Settlement Agents Act does not permit any Settlement Agent to prepare an Enduring Power of Attorney (EPOA) or Power of Attorney document. If you require one of these documents to be prepared on your behalf, our associated Law Firm, Philipoff Legal can prepare at a cost of \$330.00 including GST plus an administration fee of \$66 including GST. If you require us to attend to the lodgement only of a Power of Attorney or an Enduring Power of Attorney, our fee is an additional \$70.00 incl GST.</p> <p>If you will not be in Australia to sign the Transfer of Land document, our settlement fee will increase by \$330.00 including GST. Please note: If you are paying the Platinum scale fee, our professional fee of \$330.00 is waived.</p>	
<b>Contract of Sale – Special Conditions</b>	
<p>If your contract is subject to you obtaining a building or pest inspection report, your attention is drawn to the terms of the condition which makes the Contract conditional upon these reports. It is essential that you advise us by no later than the morning of, that these are completed. Failure to act prior to 5.00pm on the date means you may lose all of those rights under the contract and the buyer may not have to proceed with the Purchase.</p> <p>Please ensure that the inspectors you appoint to conduct the inspections hold the appropriate licenses. Failure to use an appropriately licensed inspector means you may lose your rights under the contract.</p> <p>If there are any other Special Conditions on the contract which you are required to satisfy, make whatever arrangements are necessary to make sure that they are satisfied by the date required in the contract.</p>	
<b>ATO Clearance Certificate – Foreign Capital Gains Tax Clearance</b>	
<p>If you have sold or intend to transfer your property, where the property value is higher than \$750,000 and your contract is dated before 1 January, 2025, all owners must <u>each</u> provide an ATO issued Clearance Certificate (called Foreign Resident Capital Gains Withholding Clearance Certificate) confirming that no Withholding of Foreign Resident Capital Gains Tax is payable.</p>	

The name of each seller/s on the ATO Clearance Certificate must match the name on the certificate of title (unless proof of name change is provided) – the ATO clearance certificate issues in the legal name that the ATO has on their systems. Before applying ensure the seller/s names is correct on ATO's systems and update your name if required. If your Accountant is unavailable to you for any reason and you require assistance with obtaining the Clearance Certificate, our associated Law Firm, Philipoff Legal, can assist you with arranging this for you for a fee of \$330.00 including GST, per registered owner on the Title.

If you wish to contact them arrange to this, their email address is [info@philipofflegal.com.au](mailto:info@philipofflegal.com.au)

**The ATO Clearance Certificate/s are your responsibility to obtain & the application is accessible here:**  
[https://www.ato.gov.au/FRWT\\_Certificate.aspx](https://www.ato.gov.au/FRWT_Certificate.aspx)

We require the Clearance Certificates as quickly as possible and must receive them before settlement date.

If you have sold or intend to transfer your property, and your contract is dated 1 January, 2025 or after, regardless of sale price, or transfer price, all owners must each provide an ATO issued Clearance Certificate (called Foreign Resident Capital Gains Withholding Clearance Certificate) confirming that no Withholding of Foreign Resident Capital Gains Tax is payable.

The name of each seller/s on the ATO Clearance Certificate must match the name on the certificate of title (unless proof of name change is provided) – the ATO clearance certificate issues in the legal name that the ATO has on their systems. Before applying ensure the seller/s names is correct on ATO's systems and update your name if required.

**The ATO Clearance Certificate/s are your responsibility to obtain & the application is accessible here:**  
[https://www.ato.gov.au/FRWT\\_Certificate.aspx](https://www.ato.gov.au/FRWT_Certificate.aspx)

We require the Clearance Certificates as quickly as possible and must receive them before settlement date.

***What is an ATO Clearance Certificate?***

For all contracts dated before 1 January 2025. The ATO Clearance Certificate indicates that a seller of property with a market value at \$750,000 or more is an Australian resident for taxation purposes. After 1 January 2025, all sellers will require this certificate irrespective of sale price.

The certificate therefore removes the need for a buyer to retain an amount from the sale to submit to the ATO for the seller's Capital Gains Tax (CGT) liability.

Unless the seller shows the buyer a clearance certificate for the property with a market value of \$750,000 or more, the onus is then on the buyer to withhold 12.5% (for contracts dated before 1 January 2025) or 15% (for contracts dated after 1 January 2025) of the sale price of the property and submit that to the ATO. A notice can be issued to the seller by the ATO varying the CGT withholding amount to nil, in this case, negating the need for the withholding amount.

Without the ATO Clearance Certificate, it may lead to a holdup in the completion of the sale and as a seller, **you cannot delay settlement if you don't have one in place.**

*Example copy of the required Foreign Resident Capital Gains Withholding Clearance Certificate:*



Our reference: 7106446211133  
Phone: 13 28 66  
10 November 2017

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number

Vendor name

Vendor address

Clearance Certificate Period

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
Jeremy Hirschhorn  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on 13 28 66

If you're calling from overseas, phone +61 2 6216 1111 and ask for 13 28 66 between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

## Certificate of Title

In certain circumstances, the sale of property may be carried out on behalf of the person named in the certificate of title, for example in the case of a deceased estate. If the Certificate of Title still shows the name of the deceased party, additional paperwork must be prepared to transfer the property to the executor, or in the case of joint tenants, to the remaining owner/s. If you require us to prepare either an Application by Survivorship or an Application by Transmission in order to complete settlement, our settlement fee will increase by \$470.00 including GST. Please note: If you are paying the Platinum scale fee, our professional fee of \$470.00 is waived. Additional registration fees will also be payable as levied by Landgate, and you will need to provide our office with certain documentation to evidence the reason for change, which may include an original death certificate, probate documents etc. Your conveyancer will discuss your situation with you, and advise you of these details once you notify them of this situation.

If you have changed your name since purchasing your property and have not updated the Certificate of Title to reflect that change, additional documentation will be required to correct the Title prior to the settlement taking place. For example, you may have purchased the property in your maiden name and have since married. You will be required to provide to our office an original Marriage Certificate/or Certified copy thereof from the Registrar of Births Deaths and Marriages, and we will prepare a statutory declaration to evidence your name change. Our settlement fee will increase by \$470.00 including GST if you require this service. Please note: If you are paying the Platinum scale fee, our professional fee of \$470.00 is waived.

## Finance

If your contract is subject to the buyer obtaining finance, we will advise you of the result of the finance application upon us being notified. We further advise that it is the seller's discretion whether to grant an extension if finance is not approved by the due date.

## Electronic Conveyancing

Electronic Conveyancing is an online property exchange system that allows lawyers and conveyancers to electronically lodge Land Registry documents, and complete Financial Settlement. Financial Settlement is completed through a secure process involving the transfer of funds from source accounts via the Reserve Bank of Australia to destination accounts. Additional fees are payable to use this service, and at present not all property settlements are able to be transacted on this platform. If you would like to settle using Electronic

Conveyancing please complete the question in Section B to authorise this. Further information regarding this is available on <http://www.vickiphilipoff.com.au/electronic-conveyancing/>

#### **Gas/Electricity/Telephones**

Disconnections of these services are your responsibility. You should contact each of the relevant authorities to arrange for the accounts to be finalised and changed out of your name as soon as possible.

#### **Privacy Policy**

The *Privacy Act 1988 (Cth)* may impose obligations upon us regarding the collection, use, disclosure and storage of the personal information of individuals and we may be required to comply with the National Privacy Principles.

This Privacy Policy explains what kind of personal information we hold; and why and how we collect, hold, use and disclose that personal information.

Full details of our Privacy Policy can be viewed at [www.vickiphilipoff.com.au](http://www.vickiphilipoff.com.au)

#### **RCD'S**

Sellers of residential properties are required by state law to have two Residual Current Devices (RCD'S), installed in their property. The safety devices must be installed by settlement date.

Any licensed electrician can supply and fit RCD's to the switchboard of the property. There can be an exemption where the buyer will be demolishing the property. A specified date for demolition must be nominated and cannot be more than six months from the date of transfer. The seller is required to send the buyer's statement to the Director of Energy Safety.

If settlement takes place and the seller has not complied – then the seller will be in breach of the regulations and face penalties from the State Government. Therefore the onus is on the seller to ensure the matter has been attended to prior to settlement date.

For more information about RCD's you can refer to <https://www.commerce.wa.gov.au/energysafety/rcd-fact-sheet> or contact the Division of Energy Safety at the Department of Commerce on 6251 1900.

#### **Smoke Alarms**

It is law for all residential properties to have mains powered smoke alarms installed. In dwellings where the construction of the building does not permit a space to conceal the wiring or where no mains power is available, smoke alarms with a 10 year battery life are permitted.

Under Building Regulations Amendment 2009 an electrical contractor must install mains powered smoke alarms before a property is sold. The Building Regulations Amendment 2009 also specifies where smoke alarms should be installed. Refer to [www.dfes.wa.gov.au](http://www.dfes.wa.gov.au) for further information.

All sellers will be in breach of these regulations if a smoke alarm is not installed before settlement.

#### **Transfer Duty**

For peace of mind, we recommend you only execute a stamped Transfer of Land from the buyer. This is an indication that your sale is proceeding in accordance with the contract.

On some occasions, the buyer may not have the stamp duty funds available prior to settlement to stamp the

Transfer of Land document. You are under no obligation to accept an unstamped Transfer of Land document from the Buyer and we request your instructions on the Appointment to Act.

From time to time Vicki Philipoff Settlements may be appointed to act on behalf of both the Seller and the Buyer. In this instance, a Stamp Duty Disclosure Form is provided.

### **Strata Title Properties**

If the property you are selling is a strata title property, the Strata Titles Act states that the Buyer must receive a disclosure statement either prior to or at the time of making their offer to purchase the property. If they have not received the required disclosure information, the law gives them certain rights to avoid the contract. Please contact us if you have any queries and we will suggest you obtain legal advice if necessary.

Also, if the Strata Company provides any notification of meetings between the period of accepting the contract of sale and settlement date you must notify our office immediately as the Buyer has rights in relation to attending that meeting, and may direct you to attend and vote on strata matters on their behalf at their request.

### **Building works**

If building works have been carried out at the property you will need to ensure the necessary building licenses are in place.

Owner-builders are responsible for the building work carried out for a minimum of six years. If the owner-builder sells the home within seven years from the date of a building permit being issued, they are required under the [Home Building Contracts Act 1991](#) to have in place a policy of home indemnity insurance that covers subsequent owners if problems with the building develop and the owner-builder is unable or fails to rectify faulty or unsatisfactory workmanship due to disappearance, death or insolvency. Please refer to the following link for more information:

[http://www.commerce.wa.gov.au/sites/default/files/atoms/files/home\\_indemnity\\_insurance\\_fact\\_sheet.pdf](http://www.commerce.wa.gov.au/sites/default/files/atoms/files/home_indemnity_insurance_fact_sheet.pdf)

All residential building work valued over \$20,000 must be covered by home indemnity insurance, however home indemnity insurance is not required for 'associated work', such as building only a pergola, fence or swimming pool. Please refer to the following link for more information:

<https://www.commerce.wa.gov.au/building-and-energy/home-indemnity-insurance-owner-builders>

### **Title Investigation and Searches**

The searches undertaken by us for the sale of your property are as follows:

- Title Search - reveals correct title details and the full and correct names of the registered owner/s. These preliminary searches have been conducted. If you own more than one property on the same street as the property being settled, please advise your Conveyancer immediately so that we can carry out additional checks to ensure the correct property is being transferred.
- A check Search is also conducted on the day of settlement to ascertain whether there have been any charges registered over the property since our initial title search.

The Buyers Settlement representative should:

- Obtain a Local Government Search - advises the rates payable on the property and whether they have been paid. A List of Orders and Requisitions will also be requested. This request **may** include information regarding swimming pools/outdoor spas and extensions. If you have any concerns that any buildings or extensions do not have the necessary Local Government Authority approvals, you should make these

enquiries yourself as we do not physically see the property and cannot assist you with this matter. You may have made representations that there are no issues with the local government when signing your contract. As the Seller it is your responsibility to ensure the property conforms. . For more information: [Swimming, spa and portable pools | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](http://commerce.wa.gov.au)

- Land Tax - reveals whether any land tax is payable by the seller.
- Clause 42 Certificate - reveals whether the property is affected by a reservation eg, parks and recreation or road widening. We cannot guarantee a reply prior to settlement and you may wish to telephone the Department for further information on (08) 6551 9000 or 1800 626 477.
- Body Corporate Information Certificate if applicable - advises the body corporate levies, (including special contributions) payable for the lot and whether they have been paid.

#### **Transfer of Land document**

The Transfer of land document will be forwarded to you shortly for signing. Please note that you will be required to have your signature witnessed by a person over the age of eighteen (18) and who is not a party to this transaction.

Please note due to Legislation requirements it is mandatory that all Sellers need to be individually identified and this can be done at Australia Post, or through InfoTrack or by arranging an appointment to attend our Offices (Between the hours of 9.30am and 4.30pm).

**You will have been sent the Identification information that need to completed immediately to allow the settlement process to proceed. If you have not received or actioned these documents please contact this Office urgently.**

If you intend to complete the Verification of Identity at our Office please note that this service is strictly contact your Conveyancer to make an appointment time to ensure we have an authorised witness available to complete the Identity Check.

**Please note that if you will be signing the Transfer of land document overseas, you must contact our office immediately and we will advise you of the correct signing and witnessing arrangements, together with the Identification requirements to satisfy settlement.**

If you require clarification please contact your Conveyancer immediately.

#### **PRIOR TO SETTLEMENT**

##### **The Buyer may Check for Leaks before Settlement**

The Commissioner for Consumer Protection recommends that buyers perform the following procedure at final inspection:

- Ensure all taps are turned off on the property;
- Check the water meter (the water meter should not register any water flow if the taps are turned off);
- If the meter is registering water flow, then this may indicate a leak;
- If there is a leak, the buyer should request the seller to engage a plumber to locate the leak;

And, according to the Commissioner, the seller should be required to pay the cost of repairing the leak. Failure by the buyer to undertake this procedure could result in the buyer being liable to pay the costs to locate and repair any leaks and the cost of water lost through leaking taps and pipes. However, if a plumber is unable to locate any leak, the cost of the plumber would be the responsibility of the buyer.

##### **Final Inspection before settlement - Access to the Property**

As the Seller, you must allow access to the property in accordance with the Joint Form of General Conditions within 5 business days before settlement for the buyer to conduct a pre-settlement inspection.



Usually your real estate agent will arrange the pre-settlement inspection directly with the buyer. You must advise us immediately if the final inspection raises any outstanding matters.

#### **Keys**

If the Seller occupies the property as the Seller's principal place of residence then the Seller is entitled to remain in occupation until 12.00pm on the day AFTER which settlement takes place. Therefore, if the property you are selling is not the principal place of residence, you are required to give possession to the Buyer as soon as settlement takes place.

In respect to handing over keys and remote controls for the property, you should make arrangements with your Selling Agent (if any) as to when you must deliver these items over for the property.

#### **Possession Prior to Settlement**

If you grant possession of the property to the Buyer prior to your settlement being effected, we have a duty of care to advise you that you should seek Independent Legal advice before signing any agreement which will vary your rights under the contract. By signing a possession document, you may be waiving your rights.

#### **Time of the Essence**

The contract states that time is of the essence. This means that all dates for Finance and Buyers Inspections, payment of any money and the satisfaction of special conditions (if any) must be complied with by the date specified in the contract. Failure to comply with a date may expose either party to serious consequences. Please contact us if you require clarification.

A financier usually requires a minimum of 21 days from the offer becoming unconditional to have their discharge of mortgage documentation ready to meet the settlement date.

The Buyer must sign and deliver the stamped Transfer of Land to the Seller's Representative a reasonable time before the Settlement Date. If your settlement does not allow sufficient time i.e. at least 21 days from finance approval to settlement date, or 21 days from issue of titles, or 21 days from the contract becoming unconditional, it will be your responsibility to visit our offices at short notice, or to bear the costs of the **courier** fees in order for settlement to be attended to as quickly as possible.

Further to the above, please be aware of "Delay in Settlement" Clause 4 of the 2018 Joint Form of General Conditions.

#### **INSURANCES**

The property continues to be at your risk, as far as insurance is concerned, until the date of settlement. We are not permitted to make arrangements to transfer or cancel any insurance policies either for building or contents and you should contact your insurer to make any necessary arrangements. In the case of a Strata Property there may be Strata Insurance in place and we ask that you provide a copy of this insurance policy to our office prior to settlement.

#### **AFTER SETTLEMENT – WHAT NEXT?**

If your settlement proceeds are to be deposited into your nominated bank account, you may wish to make arrangements with your personal banker to determine the time frame the bank requires for processing our deposit, and having the funds available for you to draw down from your account. Most financial institutions require 3 days to clear a cheque before the funds are accessible.

Once settlement has been completed you will need to finalise a mail redirection for your post, change your address details with the relevant government authorities such as the electoral commission, Department of Transport for your driver's license and motor vehicle registration, update your address with your bank, your insurances, roadside assist, health insurance and Superannuation etc.

You will also need to finalise your accounts for the property directly with the electricity, gas and telephone company. These accounts are personal to you, and are not handled as part of the settlement process.

**Rebates**

If you believe you are eligible for any Rebates with any Government Department, or any other entity, this is your responsibility to apply directly to the relevant Department post settlement.