

OUR GUIDE TO  
& BUYING  
& SELLING

Experienced &  
Trusted Knowledge.

- est. 2007 -

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CONVEYANCING

ABOUT

# Vogue.

## CONVEYANCING

Vogue Conveyancing is a boutique business that specialises in all matters related to conveyancing and draws upon 25 years of industry knowledge and expertise.

### WHAT WE OFFER

Vogue Conveyancing offers our clients a customised conveyancing service because we understand that no two transactions are the same and every client situation is unique. We manage only a select portfolio of transactions at any one time, which enables us to provide an optimum service throughout the entire transaction process. Our clients are appointed a single point of contact and are kept informed every step of the way.

### HOW WE WORK

We love to meet all of our clients to develop the level of trust needed for a close working relationship, offering flexible appointment times convenient with your schedule. We're available by phone, email or mobile and we will return your call within 2 hours during normal business hours.

To ensure our high level of responsiveness to clients, we have invested in the latest equipment and online facilities with Government Departments.

### WHY CHOOSE US?

Vogue Conveyancing focusses solely on conveyancing. We know the ins and outs of property contracts and continually provide our clients the most up to date advice and information on the sale and purchase of a property.



**PRINCIPAL,  
CINDY LAMBERT**  
is a qualified Certified Practising Conveyancer (CPC) with over 25 years' legal experience. Prior to starting Vogue Conveyancing in 2007, Cindy worked extensively in small and medium law firms. In addition to being a member of the Australian Institute of Conveyancers (NSW Division), Cindy is a Justice of the Peace for NSW and has presented to Mosman Evening College to First Home Buyers and Investors.

# BUYING A PROPERTY?

Here's some things to consider



## 01 BUILDING & PEST INSPECTION REPORTS

The NSW Government have abolished the need for a building and pest inspector to hold a licence, have any sort of professional liability insurance or the need to have any prior experience in the field. What does this mean for you? There are many businesses offering building and pest inspection reports at varying prices.

### Case Study

Recently one of our clients was offered a building inspection report from a Real Estate Agent at the cost of \$330. Prior to purchasing the report we suggested our client obtain a copy of the building inspector's insurance. When we checked the insurance details it revealed that the "insured" was a company (capable of being wound up) and the excess on the policy was \$20,000 for each and every claim! (The excess could be caused by either past claims or reduced annual premium). To put this into perspective, in the event of an insurance claim, a \$20,000 excess could cause a company to fold, which leaves you without any cover.

If our office makes a recommendation for building and/or pest inspection reports, you can be confident that we have checked the inspector's level of experience and that their insurance and license details are up to date.

## 02 ARE YOU LOOKING TO MOVE TO A SUBURB YOU ARE NOT FAMILIAR WITH?

It is a good idea to see if you can find the local community noticeboard, which can reveal issues affecting the local community. For example, concerns with local transport connections (or lack thereof), proposed zoning or infrastructure changes, action

groups and local school matters etc. These types of issues are not covered in any Purchase Contract.

Most communities also have local publications, such as a magazine, newspaper or gazette that are regularly distributed. These types of publications can provide another source of information about issues affecting the local area.

## 03 KEYS & LOCKS

We recommend that you factor into your budget the cost of replacing the locks to your new property. There is no guarantee that the former owner, tenant/s, managing agent or real estate agent has a full set of keys to the property. The Purchase Contract does not provide any assurance that all keys to the property have been handed over to you as the property owner.

## 04 FUTURE DEVELOPMENT

The Purchase Contract deals only with the property and/or land you are purchasing and does not include any details regarding the future development of surrounding properties, such as approved or pending development applications. Should this be a matter of concern for you, we recommend enquiring with the Duty Planner at your local council to confirm any developments proposed for nearby or adjacent properties.

## 05 MOVING IN

Where it can be avoided we advise to plan your move into your new property 1-2 days following the due date for settlement. Delays can occur that are beyond our control, such as delays by the vendor, the vendor's bank or your financing bank. It may well save you time, money and additional stress to hold off your move until settlement is completed.

# SELLING A PROPERTY?

Here's some things  
to consider



## 01 THE CONTRACT

We strongly suggest our clients engage our services early in the sale process to prevent any delays in preparing your Sale Contract.

Your Selling Agent can only market your property, which includes uploading the property to their own website or other online property sites once they receive the full Sale Contract.

## 02 DO YOU HAVE A SWIMMING POOL?

From 29 April 2016 a Seller must provide a Certificate of Compliance or Non-Compliance for a swimming pool or outdoor spa. Failure to attach this Certificate to the Contract will entitle the Purchaser to rescind (get out of) the Contract.

## 03 HAVE YOU RENOVATED YOUR PROPERTY?

Did the cost of your renovation exceed \$20,000? Depending on the type of renovation (cosmetic or structural), a Certificate of Insurance under the Home Building Act 1989 may be required. If such insurance relates to the renovations carried out and you do not annex a copy of the insurance to the Sale Contract, your Contract may be voidable by the purchaser at any time up to settlement.

If your renovations were structural (including the installation of a spa or swimming pool) a Final Occupation Certificate is most likely required to be issued by Council or a private certifier. Again, failure to annex a copy of the Final Occupation Certificate to the Sale Contract could leave you exposed as a Seller thus enabling the Purchaser to make a

claim for compensation under the Contract or in certain circumstances the Contract could be voidable by the Purchaser.

Where the footprint of the property has changed due to your renovations you should consider annexing an Identification Survey Report to your Sale Contract. The Survey Report will disclose to any prospective buyer that all the improvements (new and old) stand within the legal title to the property and there are no encroachments onto any adjoining properties.

## 04 HAVE YOU INSTALLED A SMOKE ALARM IN THE PROPERTY?

It is now compulsory for any residential property to have at least one smoke alarm installed in the property. As a Seller a Smoke Alarm Warning Statement is required to be included in your Sale Contract. This means that you need to ensure the smoke alarms are installed in the appropriate locations. Failure to have a smoke alarm fitted in a property could leave you exposed as a Seller and open to a claim for compensation by the Purchaser.

## 05 SPECIAL LEVIES/STRATA UNITS

Are you aware of any special levies or expenses likely to be incurred by the owners corporation, which could result in the striking of a special levy? If so, is the levy likely to exceed 1% of the projected Sale Price? The standard provisions of the Sale Contract state that if a special levy is struck or there is evidence of a large expense between exchange of Contracts and settlement (exceeding 1% of the Sale Price) then the Purchaser may rescind (get out of) your Contract. We recommend that the details of any special levy be disclosed in your Sale Contract.



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