

# The Form 1 Company

## Terms - 2012

### *Applicability of these terms*

1. These terms may be varied by notice from time to time and in continuing to use the service and you (the customer and or "I" ) agree to the varied terms as published from time to time. Electronic notice on the website is good notice and deemed notice of any changed terms of use binding on you which you can and must read each time you use the service and agree to proceed by placing an order with the Form 1 Company.

### *Payment*

2. Payment is within 14 days of receipt of an invoice for this service and search costs may increase if additional searches are required and that a tax invoice will be sent to me.

#### **3. Service Provider Terms & Credit**

Payment of the account is due within 14 days of the account. The customer acknowledges that the Form1 Company is providing credit to it and that if the account is not paid within 14 days then the Form 1 Company will be entitled to charge interest on the costs and charges at 18 % pa from the date of invoice. The Form 1 Company may assign this debt and all its interest therein and I consent and I acknowledge any assignment or transfer. I charge any and all real property I own with this debt to the service provider (in addition to all recovery costs if unpaid after 14 days) and this charge may be registered at the discretion of the service provider. This authority is executed as a deed.

4. The Form 1 Company is directed and authorized to undertake all property searches and prepare the Form 1 (the statutory disclosure statement) for the sale contract as required under the Land & Business (Sale & Conveyancing) Act. The Form 1 Company is requested to prepare and deliver a certified Form1 to the agent who is then to deliver and serve with the contract for the sale of the property.
5. The customer will check, confirm and sign the Form 1 and warrants that it is the registered owner (or attorney or lawfully authorised agent for the owner) and is liable for the costs of the searches and fees for preparation of the Form 1. The customer will complete and sign the Form 1 Questionnaire as it will be relied on by the Form 1 Company.

### *Delivery*

6. Delivery of the Form 1 will occur when all the searches are received and generally will be completed within 1 to 2 business days of obtaining all searches and will be sent by email only. It can be downloaded for 2 months after being prepared.
7. We (the Form 1 Company (reg) ) are not responsible for any reasonable delay in delivery however caused.

## ***Liability***

8. We are not responsible in relation to any changes you may make to documents, or the way you complete them or use them. The Form 1 is subject to you fully completing and sending in the Form 1 Questionnaire which is available from our website.
9. We give no warranty:
  - as to there being no errors in the Form 1 and you must check it before you sign it
  - that the information is correct as the information and instructions we receive may be incorrect
10. Nor do we give any other warranties at all except to use our best endeavours to do the work in a timely and competent manner.
11. However, if any warranty applies by force of law notwithstanding, then providing such law permits, our liability under such a warranty is limited to refunding the money you paid for the service but not for any disbursements paid.

Under no circumstances are we liable for any loss or damage caused to you (or your client if applicable) or customer, or for which you may be liable, arising in connection with the Form 1 or its use.

12. You indemnify us and hold us harmless for any liability as a result of any claims brought against you by any third party arising from the use of the Form 1. This includes claims arising from any alleged errors or omission in the Form 1 or its preparation as you must check the material and seek clarification or correction before you and/or your agent sign it.

If we sign for your agent (as agent) you must still read the Form 1 and check it as you may know matters which are not disclosed in our instructions or that there may be errors in the Form 1.

13. The Form 1 is not to be used after 2 months from issuing without updating searches.

## ***Other terms***

14. The onus is on you to check each document to ensure information has been correctly put into the Form 1 and that matters within your knowledge are disclosed and are corrected.
15. If you breach these terms, we do not have to comply with any of our obligations in these terms.
16. This Form 1 cannot be used by any other party except with our prior written permission.
17. In these terms, reference to the singular includes the plural and vice versa. Applicable Law
18. The law of South Australia applies to all claims arising from the Form 1 and the parties agree to submit to the exclusive jurisdiction of the courts of South Australia and unless otherwise agreed no claim can be maintained if we elect and direct arbitration of the dispute in South

Australia and nominate an arbitrator under the Commercial Arbitration Act or similar Act. Proceedings are stayed if brought and the parties must submit to arbitration if we direct.

### ***Privacy***

19. The Form 1 Company publishes privacy statements from time to time and also puts them on the internet for members and clients in compliance with law.
20. User contact information may be made available to sponsors and to advertising associates of ours for marketing of related products and this is an express term of the service. If any marketing is made then you may ask not to be contacted.