

**P HOLLAND INVESTMENTS PTY LTD A.C.N. 623 233 885 ATF  
THE HOLLAND SUPERANNUATION FUND**

1 December 2021

Macgregor O'Reilly Nash Solicitors  
Level 3, 33 Elkhorn Avenue  
SURFERS PARADISE QLD 4217

Dear Sir/Madam,

**LENDER/MORTGAGEE:** P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND (mortgage to be held by South Pacific Law Pty Ltd on trust)  
**BORROWER:** MARK ANDREW THOMAS and KAY-LENE THOMAS  
**PROPERTY:** 2 MAPLE COURT, MOORE PARK BEACH QLD 4670

We advise that we have received an application for Finance directly from Easy Settle Finance on behalf of **MARK ANDREW THOMAS and KAY-LENE THOMAS** together with a Valuation of the property and we have satisfied ourselves in relation to the value of the property being offered as security.

Based on the information provided, we are prepared to advance a Loan to the Borrower.

Accordingly, we appoint MacGregor O'Reilly Nash Solicitors as our Solicitors and instruct that you attend to the following:-

1. Issue a Letter of Offer to the Borrower setting out the terms and conditions of the loan;
2. Upon acceptance of the Letter of Offer and receipt and approval of the additional requirements, to prepare all necessary security documents including 1<sup>st</sup> Registered Mortgage;
3. Generally attend to all searches (Local Authority Rates, Land Tax, Body Corporate, Registered Plan, Title, Bankruptcy); and
4. Attend to settlement of this transaction.

The particulars of the Borrowers/Guarantors are as follows:

<b>Loan amount</b>	\$45,000.00 (amount of credit)
<b>Loan to value ratio</b>	65% of the property value (or less)
<b>Lender</b>	P HOLLAND INVESTMENTS PTY LTD A.C.N. 623 233 885 ATF THE HOLLAND SUPERANNUATION FUND (mortgage to be held by South Pacific Law Pty Ltd on trust)
<b>Borrower/Mortgagor</b>	MARK ANDREW THOMAS and KAY-LENE THOMAS
<b>Guarantor</b>	NOT APPLICABLE

The other particulars of the loan are as follows:

<b>Term of the loan</b>	12 months
<b>Early repayment term of the loan</b>	6 months

<b>Security</b>	1. Loan Offer 2. Consumer Loan Contract 3. First mortgage over the security property	
<b>Security property</b>	2 MAPLE COURT, MOORE PARK BEACH QLD 4670	
<b>Loan purpose</b>	COMPLETE CONSTRUCTION OF SECURITY PROPERTY	
<b>Fixed interest rates</b>	9.5% per annum \$356.25 per month <b>Discount Rate</b> for timely payment and when not in default.	16.5% per annum \$618.75 per month <b>Normal Rate</b> for when in default.
<b>Total amount of interest charges per annum</b>	\$4,275.00 provided the Discount Rate applies. (Note. this is calculated for 12 months, however your loan term may be longer or shorter).	
<b>Method of calculation of interest payments</b>	Applicable interest rate X loan amount/any amount owing / 12 = monthly interest payment.  Calculated and payable monthly in arrears. An Interest Allowance for the term of the loan in the sum of \$4,275.00 is to be deducted on draw-down and held by the Lender or the Lender's solicitor on Trust. The Interest Allowance is to be paid to the Lender each month for the term of the loan, monthly in arrears on the day coinciding with the draw-down of the loan.	
<b>Repayments</b>	<ul style="list-style-type: none"> <li>This is an interest only loan, calculated and payable as set out above, based on a 12 month calendar year, with the Loan amount/principal sum payable on expiration of the loan term.</li> <li>The due date for interest payments (unless stated above as prepaid, compounded or an allowance made) is the date each month coinciding with the date of the advance or settlement.</li> </ul>	

We understand and instruct you that the Adelaide Finance of the Loan will be as follows:-

<b>Establishment Fee</b>	\$4,400.00 including GST payable to Easy Settle Finance
<b>Application Fee</b>	\$1,650.00 including GST payable to Easy Settle Finance
<b>Brokerage Fee</b>	\$1,650.00 including GST payable to National Home Loans Group
<b>Legal Fees</b>	\$1,925.00 including GST plus outlays and registration fees

We acknowledge that you are engaged as our Lawyers to document and settle this loan and you have not provided any advice with respect to the commercial viability of the Loan or introduced the loan to us in anyway and that we received the Application for Finance from Easy Settle Finance on behalf of the Borrower.

Upon the return of all executed loan documentation, searches and requirements, please provide your written request for the transfer of settlement funds to me and I will attend to same.

After settlement, you are required to provide to me your usual "after settlement" letter together with an Epitome of Mortgage and a copy of the Mortgage.

Yours faithfully,  
P HOLLAND INVESTMENTS PTY LTD

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P HOLLAND INVESTMENTS PTY LTD

**MORTGAGE INVESTMENT AUTHORITY  
AND INSTRUCTIONS**

<b>Financial Table</b>			
<b>Disclosure Date</b>	1 December 2021		
<b>Loan amount</b>	\$45,000.00 (amount of credit)		
<b>Loan to value ratio</b>	65% of the property value (or less)		
<b>Mortgagee</b>	SOUTH PACIFIC LAW PTY LTD A.C.N. 082 323 546 (the credit provider)		
<b>Lender</b>	P HOLLAND INVESTMENTS PTY LTD A.C.N. 623 233 885 ATF THE HOLLAND SUPERANNUATION FUND		
<b>Borrower</b>	MARK ANDREW THOMAS KAY-LENE THOMAS		
<b>Mortgagor</b>	MARK ANDREW THOMAS KAY-LENE THOMAS		
<b>Guarantor</b>	Not Applicable		
<b>Term of the loan</b>	12 months		
<b>Early repayment term of the loan</b>	6 months		
<b>Security</b>	1. Loan Offer 2. Consumer Loan Contract 3. First mortgage over the security property		
<b>Security property</b>	2 MAPLE COURT, MOORE PARK BEACH QLD 4670		
<b>Title particulars</b>	LOT 26 ON SURVEY PLAN 275014 TITLE REFERENCE: 50996560		
<b>Loan purpose</b>	COMPLETE CONSTRUCTION OF SECURITY PROPERTY		
<b>Fixed interest rates</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">           9.5% per annum            \$356.25 per month  <b>Discount Rate</b> for timely payment and when not in default.         </td> <td style="width: 50%; vertical-align: top;">           16.5% per annum            \$618.75 per month  <b>Normal Rate</b> for when in default..         </td> </tr> </table>	9.5% per annum \$356.25 per month <b>Discount Rate</b> for timely payment and when not in default.	16.5% per annum \$618.75 per month <b>Normal Rate</b> for when in default..
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<b>Application of Normal Rate</b>	<p>The Normal Rate of Interest applies to all amounts due but unpaid and will be charged on the Principal Sum after formal demand has been made.</p> <p>For every day that the loan remains unpaid after the end of the term or 30 days after notice of a default is issued, additional interest is payable at a daily default rate of 7% (being the Normal Rate of 16.5%), calculated on the Principal Sum, being \$20.34 per day.</p> <p>When the Borrower fails to make a repayment under the Loan Contract on time, an additional default rate of 7% per annum will be charged on the amount outstanding for every day that the payment is late (being the Normal Rate of 16.5%).</p>		
<b>Total amount of interest charges per annum</b>	\$4,275.00 provided the Discount Rate applies. (Note. this is calculated for 12 months, however your loan term may be longer or shorter).		

<b>Method of calculation of interest payments</b>	<p>Applicable interest rate X loan amount/any amount owing / 12 = monthly interest payment.</p> <p>Calculated and payable monthly in arrears.</p> <p>An Interest Allowance for the term of the loan in the sum of \$4,275.00 is to be deducted on draw-down and held by the Lender or the Lender's solicitor on Trust. The Interest Allowance is to be paid to the Lender each month for the term of the loan, monthly in arrears on the day coinciding with the draw-down of the loan.</p>
<b>Repayments</b>	<ul style="list-style-type: none"> <li>• This is an interest only loan, calculated and payable as set out above, based on a 12 month calendar year, with the Loan amount/principal sum payable on expiration of the loan term.</li> <li>• The due date for interest payments (unless stated above as prepaid, compounded or an allowance made) is the date each month coinciding with the date of the advance or settlement.</li> </ul>
<b>Establishment Fee</b>	\$4,400.00 including GST payable at drawdown of the loan (8.9% of total loan)
<b>Application Fee</b>	\$1,650.00 including GST payable at drawdown of the loan (3.3 % of total loan)
<b>Brokerage Fee</b>	\$1,650.00 including GST payable at drawdown of the loan (3.3% of total loan)
<b>Legal Fee</b>	\$1,925.00 including GST plus outlays and registration fees paid on drawdown of the loan (3.9% of total loan)
<b>Other fees</b>	<ul style="list-style-type: none"> <li>• There are no other credit fees and charges retained by the Lender and not passed on to or retained in reimbursement of the amount paid to a third party.</li> <li>• There is no mortgage insurance.</li> <li>• Enforcement charges are payable in the event of breach of the contract.</li> </ul>
<b>Terms</b>	<ul style="list-style-type: none"> <li>• This loan offer includes the loan terms and any statement or disclosure provided with it.</li> <li>• Acceptance by you will constitute a loan contract (credit contract).</li> </ul>
<b>Additional requirements to be provided</b>	<ol style="list-style-type: none"> <li>Completed Loan Application and Income Statement.</li> <li>As set out in the Lender's Solicitor's letter enclosing the mortgage documents and/or as requested at anytime in writing by the Lender or the Lender's Solicitor.</li> <li>100 points of ID for Borrower.</li> <li>Evidence of payment of land tax, rates, and water.</li> </ol>

All fees and charges are payable by the borrowers.

I/we appoint MacGregor O'Reilly Nash as our Solicitors to issue loan documents and attend to settlement of the loan.

REQUIREMENTS: Usual searches and requirements plus all other usual terms and conditions deemed necessary to protect my/our interests.

INSURANCE: prior to settlement, the Borrowers must provide a Certificate of Insurance for the security property and the Policy must note the interest of the lender on the Policy as First (1st) Mortgagee (if applicable).

I/We acknowledge and confirm that neither your firm nor any member of it has provided any form of financial advice and that you have only provided legal advice in respect of the Mortgage documentation and I have freely entered into this advance based on my own inquiries.

I/We acknowledge and confirm that neither your firm nor any member of it has provided any form of advice in

relation to the purpose of the loan and the commercial viability of the transaction and that you have only provided legal advice in respect of the Mortgage documentation and I have freely entered into this advance based on our my inquiries satisfying the purpose and viability.

My investment in accordance with this authority will waive any claim under the Legal Practitioner's Fidelity Guarantee Fund and Professional Indemnity Insurance Policy in relation to financial advice and will solely relate to legal advice in respect of Mortgage documentation.

I/We authorise and direct you to invest the principal sum herein upon the repayment of the within advance in a Cash Management Account with such bank or building society at your discretion in your firm name as Trustee for me.

I/We acknowledge that MacGregor O'Reilly Nash Solicitors do not hold Mortgage Fidelity Insurance solely in relation to Mortgage lending as it is no longer required under the law in the circumstances where the loan has not been introduced to me by MacGregor O'Reilly Nash Solicitors and is a direct mortgage which is not managed.

I/We have received a costs and disclosure notice in the past 12 months and do not need a further one to be issued. If I do require one I will contact your firm.

I/We, hereby AUTHORISE AND DIRECT YOU to act in accordance with this Authority and our Instructions.

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Signed by the Credit Provider  
P HOLLAND INVESTMENTS PTY LTD A.C.N. 623 233 885 ATF THE HOLLAND  
SUPERANNUATION FUND

## MORTGAGE TRUST DEED

BETWEEN

SOUTH PACIFIC LAW PTY. LTD. A.C.N. 082 323 546  
(“Trustee”)

AND

P HOLLAND INVESTMENTS PTY LTD A.C.N. 623 233 885 ATF THE HOLLAND  
SUPERANNUATION FUND  
(“Lender”)



***MacGregor O'Reilly Nash Solicitors***

Level 3, 33 Elkhorn Avenue  
Surfers Paradise QLD 4217

PO Box 949  
Surfers Paradise QLD 4217

Telephone: (07) 5570 6766  
Facsimile: (07) 5570 6788

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## MORTGAGE TRUST DEED

Date:     /     /

BETWEEN

SOUTH PACIFIC LAW PTY LTD A.C.N. 082 323 546  
("Trustee")

AND

P HOLLAND INVESTMENTS PTY LTD A.C.N. 623 233 885 ATF THE HOLLAND  
SUPERANNUATION FUND  
("Lender")

### BACKGROUND

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- A. The Lender is a mortgage investor and lender.
- B. For the purposes of complying with the National Credit Code or for the purposes of keeping the Lender's information private, the Lender has requested the Trustee hold on trust the mortgage loan described in the attached Schedule.
- C. The mortgage loan is to be held on bare trust by the Trustee for the sole and exclusive benefit of the Lender.
- D. The parties wish to record their agreement herein.

### TERMS

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#### 1. Trust

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- 1.1. The Lender is investing in and funding the mortgage loan detailed in the Schedule attached hereto.
- 1.2. When the Lender funds the mortgage, the Trustee will hold the mortgage loan on bare trust for the Lender, for the duration of the mortgage, for the sole purpose of maintaining the legal title to the mortgage for the benefit of the Lender.
- 1.3. The Trustee shall execute the legal instruments as are necessary to allow for the registration of the mortgage.
- 1.4. The benefit and the equitable title to the mortgage will at all times belong to the Lender.
- 1.5. The Trustee charges all interest in the mortgage to the Lender.



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## 2. Management of the mortgage

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- 2.1. The day-to-day management and decisions relating to the management of the mortgage will be carried out by the Lender.
- 2.2. The Trustee will deal with the legal title of the mortgage at the instruction of the Lender, provided it does not breach any laws, rules, legislation, court ruling or other regulatory body.
- 2.3. All mortgage re-payments including interest and principal relating to the mortgage are paid directly to the Lender/their nominated account.
- 2.4. The Trustee does not charge the Lender a fee to act as Trustee and this agreement does not constitute a managed investment scheme or financial service under the *Corporations Act 2001*.

## 3. Transfer/Discharge of the mortgage

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- 3.1. The Lender can at anytime instruct for the legal title of the mortgage to be transferred to themselves or to another nominated party at their request.
- 3.2. The Lender can remove the Trustee and appoint a new one on giving notice.
- 3.3. The Trustee may retire with the consent of the Lender provided always that during the term of the mortgage there is a replacement trustee or legal holder of the mortgage approved by the Lender.
- 3.4. On payment of all principal and interest owing under the mortgage to the Lender, the Trustee will execute and attend to discharging the mortgage or instruct their lawyers to do so. This deed will then be at an end.

## 4. Indemnity

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- 4.1. The Lender indemnifies the Trustee against all expenses, liabilities, actions, proceedings, and claims made by or owed to any third parties relating to the mortgage.
- 4.2. Except in the case of breach of agreement, fraud, negligence, breach of duty or obligation of the Trustee, the Lender waives their rights and releases the Trustee from any personal liability in respect to any non-performance, loss or damage relating to the mortgage.

## 5. Non-exclusive

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- 5.1. The Lender acknowledges the Trustee may hold other mortgages with various other lenders from time to time.
- 5.2. The Trustee enters into this deed as Trustee for the Lender and in no other capacity.

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**6. No Agency, Partnership or Joint Venture**

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6.1. Nothing in this Agreement will create an agency relationship, partnership or joint venture between the parties and neither party will in any way pledge the other's credit or incur any obligation on behalf of the other, except for the obligations specifically referred to in this Agreement.

**7. Counterparts**

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7.1. This Agreement may be signed in any number of counterparts with the same effect as if the signatories to each counterpart were upon the same instrument.

**8. Electronic Consent**

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8.1. This deed may be signed, accepted, delivered and exchanged by electronic transmission/communication, including email, and the electronic version/copy shall have the same force and effect as if it were an original.

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**SCHEDULE**

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<b>Loan amount</b>	\$45,000.00 (amount of credit)
<b>Loan to value ratio</b>	65% of the property value (or less)
<b>Lender</b>	P HOLLAND INVESTMENTS PTY LTD A.C.N. 623 233 885 ATF THE HOLLAND SUPERANNUATION FUND
<b>Trustee</b>	SOUTH PACIFIC LAW PTY LTD A.C.N. 082 323 546
<b>Borrower</b>	MARK ANDREW THOMAS and KAY-LENE THOMAS
<b>Mortgagor</b>	MARK ANDREW THOMAS and KAY-LENE THOMAS
<b>Guarantor</b>	Not Applicable
<b>Term of the loan</b>	12 months
<b>Early repayment term of the loan</b>	6 months
<b>Security</b>	1. Loan Offer 2. Consumer Loan Contract 3. First mortgage over the security property
<b>Security property</b>	2 MAPLE COURT, MOORE PARK BEACH QLD 4670
<b>Title particulars</b>	LOT 26 ON SURVEY PLAN 275014 TITLE REFERENCE: 50996560

**EXECUTION**

**Signed as a Deed.**

**EXECUTED** by a duly authorised officer for )  
and on behalf of **SOUTH PACIFIC LAW PTY** )  
**LTD A.C.N. 082 323 546** pursuant to Section )  
127 of the Corporations Act: )  
)

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**EXECUTED** by a duly authorised officer for )  
and on behalf of **P HOLLAND INVESTMENTS** )  
**PTY LTD A.C.N. 623 233 885 ATF THE** )  
**HOLLAND SUPERANNUATION FUND** )  
pursuant to Section 127 of the Corporations )  
Act: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

# Disclosure Notice (s308)

## *Legal Profession Act 2007 (Qld)*

Legal services for advice in relation to:-

### **MORTGAGE and FINANCE WORK**

**NOTE:** PURSUANT TO THE LOAN AGREEMENT, THE COSTS RELATED TO THE LOAN ARE PAYABLE BY AND RECOVERABLE AGAINST THE BORROWER AND ANY GUARANTORS TO THE LOAN. ALL LOAN SETUP FEES ARE CHARGED TO THE BORROWER AND PAID OUT OF THE LOAN AT SETTLEMENT.

**TO: P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND**

**MATTER: P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND ADVANCE TO MARK ANDREW THOMAS AND KAY-LENE THOMAS**

#### **Legal fees – your right**

- 1.1 You have the right to:
  - Negotiate a costs agreement with us;
  - Receive a bill of costs from us;
  - Request an itemised bill of costs after you receive a lump sum bill from us;
  - Request written reports about the progress of your matter and the costs incurred in your matter;
  - Apply for costs to be assessed within 12 months if you are unhappy with our costs (see para 1.4 below);
  - Apply for the costs agreement to be set aside (see para 1.4 below);
  - Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1.3 below);
  - Notify us that you require an interstate costs law to apply to your matter (see para 1.3 below); and
  - Be notified of any substantial change in the matters disclosed in this Notice.
- 1.2 This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled 'Legal Costs – your right to know'. You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at [www.qls.com.au](http://www.qls.com.au).
- 1.3 The law of Queensland will apply to the proposed costs agreement. You have the right enter into a costs agreement with us on the basis that a corresponding law of another state or territory is applicable such as where the legal services are or will be completely or primarily provided in, or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
- 1.4 The following avenues are open to you under the terms of the *Legal Profession Act 2007 (Qld)* in the event of a dispute in relation to legal costs
  - To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay (except sophisticated clients as defined in the LPAQ)

- To apply to set aside the costs agreement within six years or other times as the law permits.

**2 Incorporated status of this firm – Not Applicable**

**3 Multi-disciplinary partnership status of this firm – Not Applicable**

**4 How this firm charges**

4.1 There are a several bases by which legal practices charge for professional services rendered including itemised scale fees, statutory scales, task based fees, fixed fees and conditional fee arrangements which may include an uplift fee. These different methods of charging may result in different fees payable. This firm's professional fees charged will be as follows:-

**Attendances**

- \* Professional Fees of \$400.00 plus GST per hour or as agreed between you and the firm.

You may request a fixed price for each additional attendance from time to time

If the agreement is terminated either by you or on a permitted ground by this firm, you will be required to pay the professional fees charges and disbursements and outlays up to the date of termination.

For matters involving lump sum fees, please refer to clause 11 in relation to fees payable in relation to early termination. You will be liable to pay this firm whether or not the other party to any court proceedings has to pay your costs of the proceedings. They will be charged as follows: - **Not Applicable**

**4.2 Not Applicable**

4.3 Expenses and disbursements are sums of money which this firm pays (or becomes liable to pay) to others on your behalf. These may include, for example:

- Search fees
- Enquiry fees
- Court and other filing fees
- Lodgement fees
- All government revenue charges (including stamp duty)
- Transaction specific banking charges
- Process servers and investigators

This firm will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

4.4 All rates, charges, expenses, etc in this document are GST exclusive unless otherwise stated to be inclusive of GST. You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.

4.5 Scales of fees fixed by legislation that are applicable to the amounts to be charged pursuant to this Costs Agreement are: - **Not Applicable**

**5 Estimate of your costs**

The following estimate is based on the information available to this firm to date. It is an estimate, not a quotation and subject to change.

Loan document preparation in relation to the above loan and settlement of the loan – **\$1,925.00 including GST (plus outlays).**

**6 Conditional costs agreement – Not applicable**

**7 Uplift Fee –** An uplift fee, named a “settlement/establishment fee” (if applicable) will be charged to

the Borrower on successful completion of the loan and is disclosed to the Client in the instruction document relevant to each respective loan (if applicable). It is normally calculated as a % based on the loan amount (ie. 1-2% of the loan).

**8 Billing, interest charges and contact person**

8.1 Bills will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST on a regular basis for works completed,

8.2 If bills remain unpaid for 30 days of becoming due for payment, interest may be charged on the unpaid amount. – **Not Applicable**

8.3 You may contact Daniel Nash regarding your legal costs.

**9 Substantial changes to disclosure**

9.1 You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

**10 Engagement of another law practice (e.g. barrister)**

10.1 In the event that this legal practice engages on your behalf another law practice to provide specialist advice (e.g. a barrister) or services you will be advised.

**11 Ending arrangements**

11.1 You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the costs agreement, this firm may suspend work and may cease acting for you.

**12 Costs in court proceedings – Not Applicable**

Yours faithfully,

**MacGregor O'Reilly Nash Solicitors**

Per:



Daniel Nash  
Partner

E: [daniel@macgregor-oreilly.com.au](mailto:daniel@macgregor-oreilly.com.au)

P: 07 5570 6766

# Costs Agreement

Legal services for advice in relation to:-

## MORTGAGE and FINANCE WORK

**NOTE:** PURSUANT TO THE LOAN AGREEMENT, THE COSTS RELATED TO THE LOAN ARE PAYABLE BY AND RECOVERABLE AGAINST THE BORROWER AND ANY GUARANTORS TO THE LOAN. ALL LOAN SETUP FEES ARE CHARGED TO THE BORROWER AND PAID OUT OF THE LOAN AT SETTLEMENT.

1 December 2021

**TO: P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND**

**MATTER: P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND ADVANCE TO MARK ANDREW THOMAS AND KAY-LENE THOMAS**

**Between**

MacGregor O'Reilly Nash Solicitors of Level 3, 33 Elkhorn Avenue, Surfers Paradise ('this firm)

**and**

P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND ('you/your')

### **1 Disclosure prior to legal services**

- 1.1 Before providing legal services and entry into any costs agreement, this firm is required to provide you with disclosure of information under the *Legal Profession Act 2007 (Qld)*.
- 1.2 A disclosure notice was provided to you with this document and by signing this document or otherwise accepting the offer:
  - (a) you acknowledge you have received the disclosure notice; and
  - (b) that you acknowledge that you have read the disclosure notice.

### **2 Acceptance of Offer**

- 2.1 This document is an offer to enter into a costs agreement with you. If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any one of the following ways:
  - (a) initialling/signing and returning a copy of this document; or
  - (b) giving us instructions after receiving this document; or
  - (c) contacting this firm and advising of your acceptance.
- 2.2 This firm will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of the matter.
- 2.3 You must:
  - (a) provide this firm with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
  - (b) act reasonably and take reasonable care to protect your own interests in respect to the matters the subject of this document;
  - (c) satisfy yourself as to the commercial viability of transactions (if any); and
  - (d) where relevant, investigate the bona fides of the other parties to the transaction, checking all financial matters and assessing the commercial soundness of the transactions.
- 2.4 The work this firm is instructed to do is:



- (a) General services – The provision of legal services as requested from time to time to generally represent your interests throughout the duration of this client agreement.
- 2.5 Failure to accept this firm's offer within seven days of the date of the Disclosure Notice accompanying this document may result in the immediate withdrawal of this firm's offer to act.
- 2.6 The law of Queensland will apply to the proposed costs agreement.
- 3 Charges for professional fees, other items, disbursements and outlays**
- 3.1 This firm's professional fees charged are:
- Attendances**
- \* Professional Fees of \$400.00 plus GST per hour or as agreed between you and the firm.
- You may request a fixed price for each additional attendance from time to time
- 3.2 Expenses and disbursements include:
- Search fees
  - Enquiry fees
  - Court and other filing fees
  - Lodgement fees
  - All government revenue charges (including stamp duty)
  - Transaction specific banking charges
  - Process servers and investigators
  - Postage courier and messengers
- which will be charged to you on a cost basis, that is, reimburse the expenses incurred.
- 3.3 All rates, charges, expenses, etc in this document are GST exclusive unless otherwise stated to be inclusive of GST. You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.
- 4 Conditional costs agreement – Not Applicable**
- 5 Uplift Fees –** An uplift fee, named a "settlement/establishment fee" (if applicable) will be charged to the Borrower on successful completion of the loan and is disclosed to the Client in the instruction document relevant to each respective loan (if applicable). It is normally calculated as a % based on the loan amount (ie. 1-2%of the loan).
- 6 Billing, interest charges and contact person**
- 6.1 Bills will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST prior to the completion of the work,
- 6.2 Our bills are payable as invoiced.
- 7 Engagement of another law practice (e.g. barrister)**
- 7.1 It the event that this legal practice engages on your behalf another law practice to provide specialist advice (e.g. a barrister) or services you will be advised. If the advocate provides this firm with fee disclosures or the basis of fee calculation we will pass this information on to you. If we become liable to pay interest on any advocate's fees as a consequence of delay on your part we will pass that charge on to you.
- 7.2 As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.
- 8 Termination of agreement**
- 8.1 You may terminate this agreement at any time.
- 8.2 Should this agreement be terminated at any time, you remain liable for the legal costs up until that time.
- 8.3 If you do not pay monies in accordance with the costs agreement, this firm may suspend work and may cease acting for you. This firm will not continue to do the work and may terminate the agreement:
- (a) if you fail to pay my/our bills or deposit monies to our trust account as required from time to time;

- (b) if you fail to provide me/us with adequate instructions within a reasonable time; if you give instructions that are deliberately false or intentionally misleading;
  - (c) if you fail to accept an offer of settlement which I/we think is reasonable;
  - (d) if you fail to accept advice I/we (or counsel) give you;
  - (e) if you engage another law practice to advise you on this matter without our consent;
  - (f) if I/we, on reasonable grounds, believe that I/we may have a conflict of interest;
  - (g) if you ask us to act unethically; or
  - (h) for other just cause.
- 8.4 If the agreement is terminated either by you or this firm, you will be required to pay this firm's professional fees, fees for other items and expenses and disbursements up to the date of termination.
- 8.5 This firm will give you notice of its intention to terminate our agreement, and of the grounds on which the notice is based.
- 8.6 On termination, this firm is entitled to retain possession of your documents and trust money while there is money owing to me/us for my/our professional fees, fees for other items and expenses and disbursements, unless and until security is provided for my/our costs.

**9 Termination of lump sum/conditional/uplift agreement – Not Applicable**

**10 Retention of your documents**

- 10.1 I/We will, on completion of the Work, retain any papers to which you are entitled, but leave in my/our possession (except documents deposited in safe custody) for no more than seven (7) years and on the undertaking that I/we have your authority to destroy the file seven years after the date of the final bill rendered by me/us in this matter.

**11 Privacy protection**

- 11.1 Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (e.g. under the *Social Security Act*). You also authorise me/us to disclose such information where necessary to others in furtherance of your claim/matter (e.g. within the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

**12 Payment/money on account**

- 12.1 This firm may ask you for payments in advance. In this event, the money will be held in trust and you will be advised how it is used. You hereby authorise this firm to draw on the money for expenses, third party payments and professional fees as they become due.

Yours faithfully,

**MacGregor O'Reilly Nash Solicitors**

Per:



Daniel Nash  
Partner  
E: [daniel@macgregor-oreilly.com.au](mailto:daniel@macgregor-oreilly.com.au)  
P: 07 5570 6766

**ACCEPTANCE OF DISCLOSURE NOTICE AND COSTS AGREEMENT**

I/we, **P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND**, hereby acknowledge receipt of the Disclosure Notice and confirm my/our agreement to enter into the Costs Agreement with MacGregor O'Reilly Nash Solicitors:-

**P HOLLAND INVESTMENTS PTY LTD (A.C.N. 623 233 885) ATF THE HOLLAND SUPERANNUATION FUND**