

CHECKLIST FOR EXCHANGING CONTRACTS

The process of exchanging contracts is a very important one. Care should be taken that the following procedure is followed carefully, otherwise it could be held that contracts may not have been exchanged.

1. Obtain both copies of the contract. They can be the original copy and the counterpart prepared by the Solicitor, or they can be photocopies of the contract.
2. Before proceeding check the contracts page by page to ensure they are identical.
3. Check that all documents that should be appended are actually there. The list of appended documents are set out on page 2 of the standard form of contract.
4. Have the purchaser write their name and other details, and their solicitor details on a separate piece of paper and then copy their details to both copies of the contract. Ensure the details are the same on both copies.
5. Check the list of contents with the vendor and add any contents not on the contract. Do not write outside the heavy black box.
6. Enter the purchase price, the deposit (10%) and the balance owed on both copies. Do not vary the deposit amount unless authorised by the vendor's solicitor.
7. Do not alter any clauses or add any clauses without the Vendor Solicitor's/Conveyancers's permission. This includes the settlement term on the front page.
8. Have both the purchaser and the vendor sign one contract each on the frontpage. Tradition is that the vendor signs the original contract and the purchaser the copy. It is prudent practice to have each party initial every page of the contract and any alterations made to the contract as presented by the vendor's solicitor/conveyancer. This includes the changes to the inclusions and exclusions and the purchase price. Some agents have both parties sign and initial both contracts.
9. If the contracts have been out of your possession after you have checked them under Clause 2 above, then check again that they are identical.
10. Have both parties sign the relevant "Authority to Exchange".
11. Advise both parties that you now intend to exchange contracts. If a "Cooling Off period" will exist reiterate this. If the contract is being exchanged with a 66W Certificate then advise both parties that there is no cooling off period. Then physically exchange contracts.
12. Date the contracts and then advise both parties that contracts have been exchanged. If one or both parties are not present at the exchange then call them at let them know you have exchanged the contracts.
13. Make arrangements to send the contracts to the respective solicitor/conveyancer ASAP but no later than 2 days. If either party are taking the contracts then have them sign a receipt acknowledging they will take the contract to their solicitor/conveyancer ASAP,

NOTE: This is a guide only and all agents should ensure that they understand what they are doing when exchanging contracts. If they are unsure they should seek independent legal advice.

AUTHORITY TO EXCHANGE WITH A COOLING OFF PERIOD

PROPERTY: _____

AGENT: _____

VENDOR(s): _____

PURCHASER(s): _____

PRICE : _____

I/we, the above named **Purchaser(s)**, hereby confirm that:

1. I/we have executed the Agreement for Sale of Land in order to purchase the above property at the above price.
2. I/we have expressly authorised the Agent to attend to exchange of contracts on my/our behalf and to send the contract signed by the vendor to our solicitor/conveyancer.
3. I/we have been advised by the Agent as to the existence of a cooling-off period under the Conveyancing Act and understand I should contact my solicitor/conveyancer in this regard without delay.
4. I/we am aware that the cooling-off period ends at 5PM on the (date) _____ being the fifth business day on which this Agreement was made. After this date the Agreement is unconditional.
5. I/we am aware that if I/we wish to rescind (cancel) the Agreement, I/we (or my solicitor/conveyancer) must give written notice to the Vendor (or the Vendor's solicitor/conveyancer/agent) before the end of the cooling-off period.
6. I/we am aware that if I/we rescind the Agreement I/we will forfeit 0.25% of the purchase price, namely \$_____ to the Vendor.
7. If I/we have not paid the full deposit at this time, I/we are aware that I/we are required to pay the balance of the deposit before the cooling off period ends.

PURCHASER(S)

DATE

I/we, the above named **Vendor(s)**, hereby confirm that:

1. I/we have executed an Agreement for Sale in order to sell the above property at the above price.
2. I/we have expressly authorised the Agent to attend to exchange of contracts on my behalf and to send the contract signed by the purchaser to our solicitor/conveyancer.

VENDOR(S)

DATE

ACKNOWLEDGEMENT OF EXCHANGE OF CONTRACTS AT AUCTION

PROPERTY: _____

AUCTION DATE: _____

AGENT: _____

VENDOR(s): _____

PURCHASER(s): _____

I/we the **Purchaser(s)** noted above hereby confirm that:

1. the above property was sold to me/us at auction today
2. I/we have executed an Agreement for the Sale of Land to purchase the above property as a result of the auction.
3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Vendor(s)
4. *I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

*I/we have taken possession of the exchanged contract and will deliver it to our solicitor/conveyancer without delay.

PURCHASER(S):

DATE:

I/we the **Vendor(s)** noted above hereby confirm that:

1. the above property was sold at auction today
2. I/we have executed the Agreement for the Sale of Land as a result of the auction.
3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Purchaser(s)
4. *I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

*I/we have taken possession of the exchanged contract and will deliver it to our solicitor/conveyancer without delay.

VENDOR(S):

DATE:

* CROSS OUT WHAT DOES NOT APPLY.

AUTHORITY to EXCHANGE CONTRACTS AFTER AUCTION on day of auction

PROPERTY: _____

AUCTION DATE: _____

AGENT: _____

VENDOR(S): _____

PURCHASER(S): _____

I/we the **Purchaser(s)** noted above hereby confirm that:

1. That the above property was sold to me/us after auction today and we have expressly authorised the Agent to attend to the exchange of contracts on my/our behalf.
2. I/we have executed an Agreement for the Sale of Land to purchase the above property prior to 12 midnight & acknowledge that **a Cooling Off period does NOT apply.**
3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Vendor(s)
4. *I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

*I/we have taken possession of the contract and will deliver it to our solicitor/conveyancer without delay.

PURCHASER(S)

DATE

I/we the **Vendor(s)** noted above hereby confirm that:

1. I/we have sold the above property prior to midnight on the day of the auction after the property was passed in at auction and I/we have expressly authorised the Agent to attend to exchange of contracts on my/our behalf.
2. I/we have executed an Agreement for the Sale of Land to purchase the above property and acknowledge that **a Cooling Off period DOES NOT apply.**
3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Purchaser(s)
4. *I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

*I/we have taken possession of the contract and will deliver it to our solicitor/conveyancer without delay.

VENDOR(S)

DATE

* CROSS OUT WHAT DOES NOT APPLY.

AUTHORITY to EXCHANGE CONTRACTS without a Cooling Off Period

PROPERTY: _____

AGENT: _____

VENDOR(s): _____

PURCHASER(s): _____

I/we the **Purchasers** noted above hereby confirm that:

1. I/we have expressly authorised the Agent to attend to the exchange of contracts on my/our behalf.
2. I/we have executed an Agreement for the Sale of Land to purchase the above property and have had our legal adviser sign a 66W Certificate which is included with the Contract for Sale.
3. I/we acknowledge that a **Cooling Off Period does NOT apply.**

4. *I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

*I/we have requested that the exchanged contract be given to me/us and we understand we need to deliver it to our solicitor/conveyancer without delay.

PURCHASER(S)

DATE

I/we the **Vendors** noted above hereby confirm that:

1. I/we have expressly authorised the Agent to attend to exchange of contracts on my/our behalf.
2. I/we have executed an Agreement for the Sale of Land to purchase the above property and acknowledge that a **Cooling Off period will NOT apply.**
3. *I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

*I/we have requested that the exchanged contract be given to me/us and we understand we need to deliver it to our solicitor/conveyancer without delay.

VENDOR(S)

DATE

* CROSS OUT WHAT DOES NOT APPLY.