

# Patricia Holdings

## ORDER FORM – ADOPTION OF A HOME UNIT COMPANY CONSTITUTION

### Firm / Person Placing Order

Firm Name: ..... Contact Name: .....  
Delivery Address (no PO boxes): .....  
Suburb: ..... State: ..... Postcode:.....  
Phone: ..... Email:.....

### Price

PDF\* \$198.00  Printed\*\* \$330.00

\*Minutes and Constitution provided in PDF format via email.

\*\*We will provide printed Minutes, hole punched Constitution and 1 bound Constitution via courier or express post.

### How Will Payment Be Made

Account number: .....

Direct Deposit: BSB: 062 210 Acct. 1036 0658 (Please use the Company name as reference)

Cheque (Must be cleared before processing and made payable to Patricia Holdings)

Credit Card Number ..... Expiry Date .....

Card Holder Name .....

Type of Card: MasterCard  Visa  Amex  (NB: Amex will incur 1.93% incl. GST fee)

Signature:.....

### Company Details

Company Name:.....

A.C.N. :.....

Registered Office Address:.....

.....

Date of Members Meeting:.....

First Member's Name:.....

Authorised Representative if Member is a Company .....

**\*Please attach a copy of the latest Company Statement from ASIC. There will be an extra charge of \$9 (current as at July 2021 and subject to change without notice) where no Company Statement is provided as we will need to do a current ASIC search of your Company. If you have the Company's current Memos & Articles or Constitution, please email through. This is especially important for Companies with multiple classes of Shares to ensure the correct rights are attached to the existing Share classes.**

**Property Details**

Full Address of Property:.....

.....

Folio Identifier Number:.....

Please provide D.A. Approved plan of the building to be inserted into the Constitution.

**Lot Entitlement Table**

Shareholder's name (if known at this time)	Ordinary Share number	Share group number	Lot & /or Utility lot to which entitled

The Constitution defines the following as being:

**'Share group'** means a group of ordinary Shares, consecutively numbered, which gives the holder thereof the rights pursuant to the Constitution in respect of a particular Lot in the Building;

**'Lot'** means a Home Unit or a Utility Lot and shall have the same meaning as a "lot" as defined in the Strata Act in the relevant State as if the plans set out in the Constitution constituted a floor plan for the purposes of that Act, and the manner of division of the Building in accordance with that plan constituted a strata scheme for the purpose of that Act and all other terms set out in that Act including the definition of "lot" had the meanings defined under that Act;

**'Utility Lot'** means a Lot (if any) in the Building described in the plans set out in the Constitution as either a garage, car space, or storeroom and designated by a number in such plans.

# Patricia Holdings

## THINGS TO KNOW

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### 1. NO LEGAL, FINANCIAL OR TAX ADVICE

We do not provide legal, financial or taxation advice and therefore take no responsibility for these matters. You should consult your lawyer, accountant or financial advisor before placing an order with us.

### 2. THE COMPANY CONSTITUTION

If your Company is to be governed by one of our standard Constitutions or by your own Constitution (the "Constitution"), the Company will need to adopt the Constitution by way of special resolution of the members passed either at a meeting of the Members or by way of written resolution (as supplied by us where instructed). Please be aware that under the Corporations Act 2001 (Cth) ("the Act") the Constitution will not apply to your Company until such a special resolution is passed and either the old Constitution or Memos & Articles or the Replaceable Rules in the Act will apply instead.

### 3. TERMS OF TRADE (FOR CLIENTS WITH ACCOUNTS)

We extend thirty days terms of trade to approved practising solicitors, financial planners and accountants, but not to their clients. We require cleared funds from private clients before we process the order (see clauses 4 and 5 below regarding name on Tax Invoice). Whilst most of our clients observe the 30 days terms of trade we extend, please be aware it is company policy to suspend further credit at 45 days. You will also be liable for any debt recovery expenses relating to the payment of your account.

### 4. TERMS OF TRADE (FOR PRIVATE CLIENTS)

We require cleared funds from private clients before we process the order. We accept payment via credit card (see clause 6 below for surcharge information), bank transfer and cheque. Funds sent by bank transfer or cheque will need to be cleared before orders are processed which may take up to four business days.

### 5. NAME ON TAX INVOICE

Please note that if you are our client and tax invoices are in your name, it is you we extend credit to, not your client. We cannot and will not alter the tax invoice from you to your client after the order is processed. Should you want the tax invoice in the name of your client please advise us beforehand so it is not on your account. We require cleared funds in payment prior to processing as we do not extend credit to clients of our clients. The name on the tax invoice determines the debtor.

### 6. CREDIT CARD SURCHARGE

Where accounts are paid after the time of order using credit card, we charge an admin fee of 0.87% (incl. GST) on Visa and MasterCard, and 1.93% (incl. GST) on Amex. For accounts paid at the time of ordering, we charge an admin fee of 1.93% on Amex only. Visa and MasterCard will not be subject to fees.

### 7. REFUNDS

Products and services supplied by us are created to meet the specific requirements of each purchaser and/or client. We provide products and services that cannot be re-sold to another purchaser or client. As a result of this, we do not provide refunds for products or services supplied in good faith according to the request of the purchaser or client.

### 8. RETURNS

If the product or service is returned/referred back to us due to an error on the part of the purchaser or client, and we have complied with the original instructions and directions of the purchaser/client, we reserve the right to levy an additional charge that fairly reflects the time and expertise required to amend the error. We are not responsible for any error or loss due to a purchaser/client's mistake or misunderstanding of the Law.