

EXCLUSIVE AUCTION AUTHORITY - PARTICULARS OF APPOINTMENT



Agent Details

Agent: Western Realty Group Pty Ltd T/A Ray White Melton
Address: 373 High Street, Melton Victoria 3337
Attention: Mark Mintoff
Mobile: 0437592395
ACN: 638 894 381
Phone: 0397320000
Email: mark.mintoff@raywhite.com

Vendor Details

Vendor: Helen Elizabeth Kirkpatrick
Address: 1131 Stockyard Hill Road, Beaufort Victoria 3373
Attention:
Phone:
Email: hkactive17@gmail.com
ABN/ACN: N/A /
Mobile: 0438 082 482

Property Details

Property: 24 WILLS ROAD, Melton South Victoria 3338
Goods included: As per contract of sale, All fixed floor coverings, light fittings and window furnishings
Goods excluded: Nil

Auction Terms

Exclusive authority period: 90 days after the auction date
Continuing authority period: 30 days from the end of the exclusive authority period.
Auction date: Wed 29 Jan 2025 Time of auction: 06:00 PM
The Property is being sold: with vacant possession OR subject to any tenancy
and upon payment of: full purchase price OR upon terms of payment of full deposit and the sum of:
Vendor's reserve price: To Be Advised payable in 30, 45, 60 days

Agent's Estimate of Selling Price

Agent's estimate of selling price (Section 47A of the Estate Agents Act 1980). Note: if a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.

Single amount: OR a range between: \$479,000 and \$519,000
Revised amount: OR a range between: and

Agent's Commission (incl GST)

The Commission payable will be a percentage of the Sale Price not below 1.80% (including GST) or above 2.50% (including GST), with such amount to be nominated by the Vendor after the signing of this Authority. If no such amount is nominated by the Vendor after the signing of this Authority, then the Commission payable will be 1.80% (including GST) of the Sale Price.

Lower limit 1.80% (including GST) of the Sale Price

Example

If sold at a price of \$519,000 Inclusive GST
With a percentage commission of 1.80% (including GST)
Dollar amount of estimated commission: \$9,342
Including GST of: \$849.27

Upper limit 2.50% (including GST) of the Sale Price

Example

If sold at a price of \$519,000 Inclusive GST
With a percentage commission of 2.50% (including GST)
Dollar amount of estimated commission: \$12,975
Including GST of: \$1,179.55

Marketing and Other Expenses (incl GST)

| | | |
|---|-----------------|-------------------|
| Advertising: \$2,369.00 | Other: \$679.00 | Total: \$3,048.00 |
| Marketing expenses are payable on: Vendor to pay through Campaign Agent | | |

Dated: Sun 5 Jan 2025

Signature of Agent:



05/01/2025

Mark Mintoff

Signature of Vendor(s):



06/01/2025

Helen Elizabeth Kirkpatrick

TERMS OF APPOINTMENT

1. Ray White Real Estate's Entitlement to Commission

You agree to pay Ray White Real Estate the Commission on the terms of this Authority if the Property is sold:

- 1.1 by Ray White Real Estate during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by Ray White Real Estate during the continuing authority period; or
- 1.3 by Ray White Real Estate to a person introduced to the Property before You signed this Authority and to whom, as a result of the introduction, the Property is sold; or
- 1.4 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by Ray White Real Estate within the exclusive authority period and to whom the Property is sold, as a result of the introduction.
- 1.5 In order to secure our commissions and costs, you hereby charge the above noted property and with the payment of all amounts that may become due and payable to us. This entitles us to lodge a caveat on the title of the property restricting transactions with the property until our commission and costs are paid.

The Commission is due and payable by You on the Property being sold if Ray White Real Estate are the effective cause of the sale.

Clauses 1.2, 1.3 and 1.4 will not apply if You incur a liability to pay an agent a Commission under an exclusive agency agreement signed by You with another agent after the expiration of the exclusive authority period.

2. Sale Before Auction

You may refuse a binding offer made between the date of this Authority and the date of the auction without incurring any liability to pay Commission.

3. Mortgagee Auction

If You are disposing of the Property under the terms of a security and the auction is cancelled:

- 3.1 within 14 days from the date of this Authority, You will pay Ray White Real Estate the total Marketing Expenses and one-quarter of the Commission payable on:
 - 3.1.1 Your reserve price set out in the Particulars of Appointment or otherwise advised by You; or
 - 3.1.2 the amount owing under the security;whichever is the higher sum; or
- 3.2 after 14 days from the date of this Authority and on or before the auction date, You will pay the total of the Marketing Expenses and 3 times the Commission calculated in the manner set out in preceding provisions of this clause.

4. Exclusive Authority Period

If this Authority does not state when the exclusive authority period is to end, the exclusive authority period ends:

- 4.1 in the case of a sale by auction, 30 days after the date of the auction;
- 4.2 in any other case, 60 days after the date this Authority is signed by You or on Your behalf.

5. Continuing Authority Period

5.1 If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and:

- 5.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled by You; and
- 5.1.2 on the day it starts, Ray White Real Estate's exclusive authority period ends.

5.2 You may cancel the continuing authority period at any time by written notice to Ray White Real Estate.

5.3 Clause 1 continues to apply, if the continuing authority period is cancelled.

6. Your Acknowledgements

You acknowledge:

- 6.1 being informed by Ray White Real Estate before signing this Authority that the Commission and Marketing Expenses are negotiable;
- 6.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 6.3 Commission is payable in accord with this Authority, if the Property is sold;
- 6.4 at the date of this Authority no other agent holds an exclusive authority for the sale of the Property;
- 6.5 dummy bidding is illegal;
- 6.6 it is illegal for Ray White Real Estate to accept bids/offers after the Property has been knocked down to the successful bidder;
- 6.7 Ray White Real Estate has relied on the information provided by You to prepare this Authority and Ray White Real Estate will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Ray White Real Estate, as provided in this Authority;
- 6.8 being informed by Ray White Real Estate before signing this Authority that Ray White Real Estate have procedures for resolving complaints and disputes;
- 6.9 receipt of a copy of this Authority at the time of signing this Authority or as soon as practicable either by electronic means or hard copy.
- 6.10 the Marketing Expenses include file administration, editorial request, consultancy, advertisement placement/proofing, internet response and funding of media campaign;

7. Rebate

Ray White Real Estate will not, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission or other benefit and includes non-monetary benefits. Ray White Real Estate is not entitled to retain any rebate and must not charge You an amount for any expense that is more than the cost of those expenses. Ray White Real Estate must pay You any rebate Ray White Real Estate receives in relation to the sale of Your property. If Ray White Real Estate is entitled to a rebate, the rebate Statement Form approved by Director of Consumer Affairs Victoria will be completed at the time of signing this Authority. The form can be downloaded at www.consumer.vic.gov.au

8. Authority to Receive Notices

You authorise Ray White Real Estate to receive a cooling off notice given under Section 31 of the Sale of Land Act 1962. This authorisation is effective even if this Authority to act for You formally expires on the sale of the Property.

9. Commission Sharing

You acknowledge that Ray White Real Estate may enter into an arrangement to share commissions with another entity after You sign this authority. You agree to sign a Notice of Commission Sharing and any other documents necessary in order to permit Ray White Real Estate to share such commissions, if requested by Ray White Real Estate.

10. Agent May Sign Contract

On Your written request, Ray White Real Estate may sign a contract of sale for the Property which contains terms of sale agreed to by You.

11. Signatory Bound

A person signing this Authority for or on behalf of You is personally responsible for the due performance of Your obligations as if that person was You. If required

by Ray White Real Estate, that person will procure the execution of a guarantee and indemnity in favour of Ray White Real Estate by the directors of a vendor that is a corporation or the committee members of a vendor that is an incorporated association, in a form acceptable to Ray White Real Estate's legal practitioner.

12. Right to Commission

You agree with Ray White Real Estate that an agreement between You and the Purchaser to bring an enforceable contract of sale for the Property to an end or the ending of an enforceable contract of sale as a result of a default by You or the Purchaser shall not relieve You of the obligation to pay the Commission and Marketing Expenses and any other moneys due and payable by You to Ray White Real Estate in connection with the sale of the Property.

13. Role as Stakeholder

If while a stakeholder Ray White Real Estate are requested to transfer the deposit moneys to Your legal practitioner or conveyancer or to another estate agent acting on behalf of You, You agree Ray White Real Estate may retain out of the deposit moneys an amount equal to Ray White Real Estate's Commission and/or Marketing Expenses that Ray White Real Estate are then or will become entitled to and any other moneys that Ray White Real Estate are or will become entitled to by law in relation to the sale of the Property.

14. Dispute Resolution

Ray White Real Estate has procedures for resolving complaints and disputes arising from the operation of Ray White Real Estate estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

15. Making a Complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV), GPO Box 4567, Melbourne, Victoria 3001 or by telephoning 1300 55 81 81. Unless there are exceptional circumstances Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of You receiving an account for, or notice that Ray White Real Estate has taken the amount in dispute, whichever is later.

16. Ray White Real Estate's Role

Ray White Real Estate will advertise, market and endeavour to sell the Property, and will, unless the Property is sold beforehand, conduct a public auction.

17. Collection and use of personal information

- 17.1 Ray White Real Estate may collect personal information in relation to You and use it in relation to selling the Property. Ray White Real Estate may provide it to others with whom Ray White Real Estate need to have contact in connection with performing Ray White Real Estate's role as estate agent.
- 17.2 Ray White Real Estate may also use Your personal information in connection with:
 - 17.2.1 providing details of the sale of the Property to the REIV and/or realestate.com.au Ltd to enable either or both to collect and/or disseminate details of the sale of real estate;
 - 17.2.2 to enable Ray White Real Estate to promote Ray White Real Estate's services and seek out potential purchasers;
 - 17.2.3 to respond to enquiries received from Consumer Affairs Victoria and/or the REIV relating to this Authority and/or the sale of the Property.
- 17.3 You can contact Ray White Real Estate during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. Ray White Real Estate's contact details are incorporated in the Particulars of Appointment in this Authority.
- 17.4 If any part of Your personal information is not provided to Ray White Real Estate, then Ray White Real Estate may not be able to act for You and/or effectively perform Ray White Real Estate's role as estate agent.
- 17.5 Ray White Real Estate will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Ray White Real Estate. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.raywhitegroup.com.au>.

GENERAL CONDITIONS

18. Vendor Obligations

- 18.1 If the Purchaser does not complete the purchase of the Property and forfeits the deposit, You will take all reasonable steps to recover any unpaid deposit from the Purchaser and/or any other person who may be liable for payment of the deposit and to pay the Commission and Marketing Expenses and any other moneys due and payable to Ray White Real Estate from the sum of the deposit paid or recovered.
- 18.2 If You fail to pay Ray White Real Estate any moneys due under this Authority within 30 days of receipt of Ray White Real Estate's invoice ("the due date for payment"), then if demanded by Ray White Real Estate You must pay interest at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 on the unpaid money (or the balance owing from time to time) calculated from the due date for payment to and including the day on which the unpaid money is paid in full.
- 18.3 If You are a natural person, a corporation or an incorporated association and a person signs on Your behalf, the person signing is responsible for the due performance of Your obligations as if that person was You.
- 18.4 If You are a corporation or an incorporated association, and Ray White Real Estate require You to do so the person signing this Authority will in addition have the directors of the corporation or the committee of the incorporated association sign a guarantee and indemnity in Ray White Real Estate's favour in a form acceptable to Ray White Real Estate's legal practitioner.
- 18.5 You irrevocably authorise Ray White Real Estate to deduct from any deposit moneys held by Ray White Real Estate the Commission, Marketing Expenses and any other money due to Ray White Real Estate pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.
- 18.6 If the Property is sold and no deposit moneys are held by Ray White Real Estate, You will pay the Commission, Marketing Expenses and any other money due to Ray White Real Estate pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.
- 18.7 If any deposit moneys are held by Your conveyancer or legal practitioner, You appoint Ray White Real Estate as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to Ray White Real Estate on demand the Commission, Marketing Expenses and any other money due to Ray White Real Estate pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST. You agree to promptly ratify and confirm any exercise of the power of attorney if Ray White Real Estate request You to do so.

19. Marketing Expenses

Unless otherwise stated in the Particulars of Appointment, You will pay the maximum amount of Marketing Expenses to Ray White Real Estate on the signing of this Authority and in any event the Marketing Expenses will be payable on demand. When this Authority ends, Ray White Real Estate will provide You with an itemised list of the Marketing Expenses and any State and Federal taxes expended or payable. Ray White Real Estate will provide an itemised list at any other time that may reasonably be required by You.

20. GST

If this Authority requires You to pay or reimburse or contribute to an amount paid or payable by Ray White Real Estate in respect of an acquisition from a third party to which Ray White Real Estate are entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by Ray White Real Estate plus the GST payable in respect of that supply but only if Ray White Real Estate's recovery from You is a GST taxable supply.

21. Legal Compliance

This Authority shall be interpreted so that it complies with all applicable laws. If any provision does not comply with any law then it must be read down so as to give it as much effect as possible. You agree to help facilitate Ray White Real Estate complying with the law in so far as it relates to the terms of this Authority. You agree to do all things necessary to rectify any part of this Authority that does not comply with any law insofar as it is necessary to give effect to the terms of this Authority including (but not limited to) amending any provision of this Authority that is not compliant with any law or sign a new Authority. If that is not possible You agree to rectify any aspect of this Authority that does not comply with the law.

22. Definitions and Interpretation

In this Authority unless otherwise required by the context or subject matter:

- 22.1** "Act" means the Estate Agents Act 1980.
- 22.2** "Authority" means this document as signed by You and as may be varied from time to time.
- 22.3** "amount owing under the security" means principal, interest, costs, and expenses payable by the legal or equitable owner of the Property under the terms of the security pursuant to which You are disposing of the Property.
- 22.4** "binding offer" means:
 - 22.4.1 an offer at Your Price and on the terms set out in the Particulars of Appointment which would result in an enforceable contract of sale, if signed by You and exchanged with the Purchaser; or
 - 22.4.2 an enforceable contract of sale signed by You and the Purchaser at Your Reserve Price. For the purposes of clause 22.4.1 the offer must be in a contract of sale signed by the Purchaser and "Your Reserve Price" has the same meaning in clause 22.20.
- 22.5** "Commission" means the commission specified or calculated at the rate specified in the particulars of appointment.
- 22.6** "continuing authority period" means the number of days specified as such in the particulars of appointment commencing on expiry of the exclusive authority period.
- 22.7** "deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.
- 22.8** "enforceable contract of sale" means a contract which may be enforced by an order for specific performance and/or upon the breach of which either You or the Purchaser would be entitled to an award of damages.
- 22.9** "exclusive authority period" means the period commencing on the date of this Authority and continuing until the expiry of the number of days specified in the Particulars of Appointment.
- 22.10** "GST" means the goods and services tax payable in accord with the A New Tax System (Goods and Services Tax) Act 1999.
- 22.11** "introduced to the Property" means the person was made aware the Property was available to purchase no matter what the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Property by Ray White Real Estate if the person became aware the Property was available for purchase as a result of viewing, hearing, or reading an advertisement of any nature published via any medium or any board, placard, sign or other literature referring to the availability of the Property and connected to Ray White Real Estate in any way.
- 22.12** "Ray White Real Estate" means any member of the Ray White Real Estate network of estate agents.
- 22.13** "Marketing Expenses" means the advertising and other expenses of Ray White Real Estate specified in the Particulars of Appointment.
- 22.14** "person" includes a natural person, a corporation and an incorporated association.
- 22.15** "Purchaser" means any person to whom the Property is sold.
- 22.16** "REIV" means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 22.17** "sold" is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 22.18** "security" includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 22.19** "You" means the vendor named in the Particulars of Appointment.
- 22.20** "Your Reserve Price" means a price equal to or greater than Your Reserve Price stated in the Particulars of Appointment.
- 22.21** A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 22.22** If You or Ray White Real Estate comprise more than one person, the respective obligations are joint and separate.

Residential Property Vendor authorisations for price representations and for Consideration of enquiries and offers



The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897

IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW (ACL)

The ACL prohibits us, as your estate agent, making false or misleading representations about the price payable for your property. If you have a price that you want for your property, at the time you list it for sale with us or during your sale campaign, please tell what it is. If, during your sale campaign, you change your price, please tell us your new price.

I/We*

[Helen Elizabeth Kirkpatrick](#)

(*insert the vendor(s) name(s) as set out in the auction/sale authority)

Authorise*

[Western Realty Group Pty Ltd T/A Ray White Melton](#)

(*insert name of estate agency as set out in auction/sale authority)

to advertise and market my/our property at*

[24 WILLS ROAD, Melton South Victoria 3338](#)

(*insert address as set out in auction/sale authority)

as follows:

Authorisation for Price Representations

1. Internet Advertising

(select a OR b)

a) with a price -

(* indicate in appropriate box and complete as required)

* a single figure price of: *

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of: *

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

b) without a price -

(* indicate in appropriate box and complete as required)

With no price shown and in the statement of information include, and when informing prospective buyers of the price sought for my/our property advise them of:

* a single figure price of: *

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of: *

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

2. Print Advertising

(select a OR b)

a) with a price -

(* indicate in appropriate box and complete as required)

* a single figure price of: *

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of:

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

b) without a price: -

(* indicate in appropriate box and complete as required)

With no price shown and in the statement of information include, and when informing prospective buyers of the price sought for my/our property advise them of:

* a single figure price of:

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of:

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

I/we understand my/our instructions will be used by you to complete the indicative selling price of my/our property in the statement of information which must be included with the advertising of my/our property published on an Internet site during my/our sale campaign, and which must be displayed at any inspection of my/our property by the public.

I/we understand this authorisation is effective until I/we give you another authorisation. If I/we give you another authorisation I/we will promptly confirm it another authorisation form, at your request.

Authorisation for enquiries and offers

IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW (ACL) AND ENQUIRIES & OFFERS

If, in response to an enquiry about the price you will accept for, or the price in an offer for, your property, you advise us the enquiry price or the offer price is not acceptable, the ACL requires us to change the statement of information for, and our marketing of, your property to take into account the price that is not acceptable to you.

I/We authorise you to deal with enquiries or offers for my/our property, as indicated below. This authorisation is effective until I/we give you another authorisation. If I/we give you another authorisation I/we will promptly confirm it in another authorisation form, at your request.

(* indicate which applies in appropriate box and complete as required)

1. Enquiries or offers NOT in a contract of sale

a) all enquiries or offers in any form, other than a contract, no limitations

* Please refer all enquiries or offers, whether or not in writing, for my/our property to me/us when you receive them, except for enquiries or offers in a contract of sale.

b) all enquiries or offers in any form, other than a contract, price requirement applies

* Please refer enquiries or offers you receive for my/our property, whether or not in writing at or above:
*
to me/us when you receive them, except for enquiries or offers in a contract of sale. (*complete)

c) only written enquiries or offers, other than a contract, no limitations

* Please refer all written enquiries or offers you receive for my/our property, *not in a contract of sale*, to me/us you receive them. A "written" enquiry or offer is one in a letter, facsimile, email or SMS, but not one in a contract of sale.

d) only written enquiries or offers, other than a contract, price requirement applies

* Please refer written enquiries or offers you receive for my/our property, *not in a contract of sale*, at or above:
*
to me/us when you receive them. A "written" enquiry or offer is one in a letter, facsimile, email or SMS, but not one in a contract of sale(*complete)

2. Enquiries or offers IN A CONTRACT OF SALE - auction / private sale

a) signed contract of sale and deposit required - no price requirement

* Please refer enquiries or offers in a contract of sale for my/our property to me/us when you receive them, if the contract of sale is signed by the intending purchaser(s), or their agent authorised in writing and accompanied by a deposit of:

* %
of the purchase price. The deposit *may / *may not (*delete the one that does NOT apply) be a deposit bond or bank guarantee. If I/we are prepared to accept the deposit in the form of a deposit bond or bank guarantee, you are **not** to present the enquiry or offer to me/us until you are advised by my/our legal adviser / conveyancer the amount and form of deposit bond or bank guarantee is acceptable (*complete)

OR

b) signed contract of sale and deposit required - price requirement applies

* Please refer enquiries or offers for my/our property to me/us when you receive them, if the contract of sale signed by the intending purchaser(s), or their agent authorised in writing, at or above:
* and accompanied by a deposit of * %
of the purchase price. The deposit *may / *may not (*delete the one that does NOT apply) be a deposit bond or bank guarantee. If I/we are prepared to accept the deposit in the form of a deposit bond or bank guarantee, you are **not** to present the enquiry or offer to me/us until you are advised by my/our legal adviser / conveyancer the amount and form of deposit bond or bank guarantee is acceptable (*complete).

3. Auction - I/we will not consider enquiries or offers before auction

- * Please inform all enquirers that as my/our property is to be auctioned, I/we will not consider any offers or enquiries, whether or not in a contract of sale, made before my/our auction.

Date: 05/01/2025

Vendor(s) signature(s)

Helen Kirkpatrick

06/01/2025

Helen Elizabeth Kirkpatrick

Important advice for the estate agent

When this form is completed, dated and signed by your vendor(s) put it in your sale file with your auction / sale authority. If your vendor changes an authorisation, record their new authorisation on another of this form and when completed, dated and signed put it in your sale file with your auction / sale authority. Do this each time your vendor(s) changes an authorisation. Keep all your vendor(s) authorisations in your sale file, even if they are superseded by later ones.