CampaignAgent VPA*Pay* Agreement

Between Campaign Agent Pty Ltd ACN 608 962 812 of Level 9, 51 Langridge Street, Collingwood VIC 3066 **(we/us/our);**
and the person(s) listed in this contract below **(you/your)**.
By signing this contract you agree to the terms and conditions contained within it.

Campaign Agent

Property Address: 94 Sweeney Drive, Narre Warren

Agreement Date: 29 Sep 2020

Person 1

Full Name: Graham Shaw

Date of Birth: Captured

Signature:

Graham Shaw (digital representation of the signature)

Pay Now Total: $4,301.30

Pay Later Total: $4,555.07

Pay Now Date: 28 Sep 2020

Pay Later Date: 25 Dec 2020

☐ **Pay Now**

If you select Pay Now but do not make payment by the Pay Now Date, your payment option will be converted to Pay Later in accordance with clause 3.1 of this contract.
(See terms and conditions for details)

OR

☑ **Pay Later**

Payment is due to CampaignAgent on the earlier of the Pay Later Date, Deposit Release, Settlement or Withdrawal

The rest of this form relates to Pay Now

Privacy and identity verification

Your privacy is very important to us, which is why we have created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your personal information. You can access our Privacy Policy at https://campaignagent.com.au.
By signing this contract, you acknowledge that you consent to the use and disclosure of your personal information in accordance with our Privacy Policy, including the disclosure of your personal information, and other information relating to this contract, to the real estate agent. You also consent to the real estate agent providing us with your contact details, a copy of the authority relating to the sale of the property and any other documents we reasonably require to perform our obligations under this contract. You agree to provide us with all information (including your personal information, such as your name, address and date of birth) and/or documentation reasonably required by us to enable us to verify your identity in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act. You consent to us using and disclosing such information for this purpose. You warrant that all such information provided to us is true and correct and acknowledge that if we are unable to verify your identity as required, we may not be able to provide the services under this contract to you.

If you have any questions about our service, or would like to make a complaint, please call our support team on 1300 882 622.
You can view our complaints handling policy on our website https://campaignagent.com.au

TERMS AND CONDITIONS

1 **Scope of this contract**

1.1 **About this contract**

(a) You, and/or an entity you represent, have agreed, separately with your Real Estate Agent, to incur marketing and advertising expenses (**Advertising Total**) in connection with the sale of the Property. The Advertising Total is set out in your VPAPay application.

(b) By signing this contract, you acknowledge that:

(i) you agree to be bound by these terms and conditions and, if there is more than one of you, you agree to be bound both separately on your own and jointly with each of you;

(ii) if there is more than one of you, we may elect to enter into this contract with only one, some or all of you; and

(iii) subject to us executing this contract it will form a binding agreement between you and us in relation to how we will pay the Advertising Total to your Real Estate Agent and/or suppliers on your behalf.

1.2 **Pay Now**

(a) If you choose to pay the Advertising Total upfront, you will be eligible to pay the Pay Now Total set out in your VPAPay application. To be eligible to pay the Pay Now Total, you will need to pay the Pay Now Total in full by the Pay Now Date (or immediately if the Pay Now Date is within 10 days from the date of this contract).

(b) The Pay Now Total we receive from you will initially be held in our trust account for your benefit and you authorise us to draw on that money to pay any amounts due to your Real Estate Agent and/or suppliers in respect of the Advertising Total.

1.3 **Pay Later**

(a) If you chose to defer payment of the Advertising Total, you will be the required to pay the Pay Later Total set out in your VPAPay application no later than the Pay Later Due Date.

(b) Subject to you providing us with all necessary documentation and anything else we reasonably require, we will arrange to pay the Advertising Total set out in your VPAPay application to your Real Estate Agent and/or suppliers on your behalf.

(c) In return, you agree to pay us the Pay Later Total set out in your VPAPay application (plus any additional amounts in accordance with clause 2.3), by the Pay Later Due Date under clause 4 and to comply with your obligations under this contract.

1.4 **Delays to your marketing campaigns**

When your Real Estate Agent notifies us of a delay to your marketing campaign, you acknowledge and agree that we may, in our absolute discretion, extend the Pay Now Date and/or the Pay Later Date upon providing written notice to you.

1.5 **What is not covered by this contract**

This contract does not cover the costs of your Real Estate Agent's commission or other costs associated with the sale of the Property. You acknowledge that your Real Estate Agent is responsible for booking and delivering the advertising products and all other services (including providing all information about them to you) relating to the sale of the Property.

2 **General Terms and Conditions**

2.1 **Our obligations and liabilities**

(a) You acknowledge that we do not have any control over, and are not responsible for, the advertising products and services relating to the sale of the Property (including the booking and delivery of, or failure to book or deliver, the advertising products and services) and you should raise any issues or claims in this regard with your Real Estate Agent.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of other suppliers' (including your Real Estate Agent's) products and services.

(c) We are not liable for any actions, omission, negligence or breach of any contract or law of any external company (including your Real Estate Agent) or any loss that you may suffer, or any claim that you may have or bring against an external company (including your Real Estate Agent), in respect of products or services provided by that company or otherwise.

(d) You acknowledge that your Real Estate Agent is responsible for remitting to you any credits or discounts provided by external companies for advertising related to the sale of the Property including refunds for advertising that is cancelled by you or your Real Estate Agent. You are liable to pay us the Pay Now Total or the Pay Later Total as the case may be, plus any additional amounts under clause 2.3 irrespective of whether you receive, or are entitled to receive, any credits or discounts from your Real Estate Agent.

(e) You acknowledge that your Real Estate Agent is solely liable in the event of an advertising error or any other failure or defect in relation to the advertising products and services relating to the sale of the Property. Any amounts owed to us under this contract are not impacted by any advertising error, or any other claims you may have in connection with any actions, omissions, negligence or breach of any contract or law by your Real Estate Agent or other external entity.

(f) If you are a consumer as defined under the Competition and Consumer Act 2010, and for the purposes of Australian Consumer Law, we are required to make certain guarantees regarding the supply of the services (including guarantees as to the acceptable quality, fitness for purpose, due care and skill) and we make those guarantees to the extent we are required by law to do so. If these guarantees are not required to be made, we do not make them. Where the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for failure to comply with a consumer guarantee is hereby limited, at our option, to the supply of the services again or the payment of the cost of having the services supplied again.

(g) You indemnify us against any loss or claim we may suffer due to your material breach of this contract, your negligence in relation to this contract, or otherwise due to your acts or omissions, with our recourse to such indemnity to be limited to the amount which we would otherwise be able to recover at general law for your breach of contract or negligence in respect of this contract.

(h) Without limiting clause 2.1(g), in the event you are in breach of your payment obligations under this contract, you agree to indemnify us, and pay on demand, all costs we incur in respect of any action taken against you to recover monies owing under this contract.

(i) You agree that we may deduct or set-off any amount owed by us under this contract against any amount owed to us under this contract or any other contract between you and us, and that our liability to make payment will be reduced by the extent of any such deduction or set-off.

(j) You must pay any amount due under this contract without deduction or set-off (and irrespective of any counterclaim) whatsoever. If you believe that we owe you an amount, you may raise that claim with us separately.

2.2 **Natural person and verification of identity**

(a) You represent and warrant that you are:

(i) a natural person and not a company, corporate trustee, trust or superannuation fund; and

(ii) a permanent resident of Australia.

(b) By signing this contract, you acknowledge that you are personally liable for performing the obligations set out in this contract and for paying all monies due under this contract, whether or not you are the owner of the Property (and including where the Property is owned by a company, corporate trustee, trust, superannuation fund or any other entity).

2.3 **Purchase of additional property advertising**

If you wish to procure additional advertising or marketing products through your Real Estate Agent after signing this contract, you agree to provide us with written authorisation to increase the Advertising Total by the amount of the additional spend, which will be payable in accordance with the terms of this contract.

2.4 **Billing**

(a) We will provide a statement to you when payment is due. We will send the statement(s) to:

(i) the email address and/or mobile phone number nominated by you; or

(ii) a person authorised in writing by you to act on your behalf at the address specified by you.

(b) We may send you a further statement if you do not pay any amount due for payment on time. The additional statement will show any Late Payment Fees payable by you in accordance with clause 4.2.2 below.

2.5 **Communications and billing**

(a) Notices and statements under this contract must be sent in writing including in electronic form via email or SMS, unless stated otherwise. A notice or statement sent under this contract is taken to have been received by you or by us (as relevant):

(i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or notice of it being published on the Vendor Portal is successfully emailed to the party (which occurs when the sender receives confirmation of delivery); or

(ii) on the date two Business Days after it is posted.

(b) Our contact details for you to contact us or send us a notice are as set out in communications to you, or as notified to you from time to time.

(c) By signing this contract, you agree that we can:

(i) contact you via any phone number or address that you provide to your Real Estate Agent in relation to the sale of the Property; and

(ii) provide any notices by electronic communication. The electronic communication methods we will use are the Vendor Portal, email and SMS. You must provide us with a valid email address so that we can communicate with you, and you must inform us immediately if your email address changes by emailing support@campaignagent.com.au.

2.6 **Applicable law**

The laws of the state or territory of Australia, in which the Property is located, govern this contract and you agree to submit to the jurisdiction of the courts and tribunals of that state or territory and the laws in force for the time being in that state or territory.

2.7 **Entire agreement**

Unless otherwise stated, and to the maximum extent permitted by law, these terms constitute the entire agreement of the parties about their subject matter and supersede all other representations, arrangements or agreements. Other than as expressly set out in these terms, you agree that you have not relied on any representation made by or on our behalf.

2.8 **Liability**

If there is more than one of you, you are liable for all your obligations under this contract both separately on your own and jointly with each of you.

2.9 **Termination**

Either party may terminate this contract at any time upon providing reasonable written notice to the other party. You are required to pay all amounts owing under this contract within two Business Days of termination.

2.10 **Assignment and other dealings**

We may assign, novate, or otherwise deal with our rights under this contract in any way we consider appropriate. We will notify you in advance of any assignment. You must execute all documents which in our opinion are necessary for these purposes. You must not assign, novate, transfer, or deal with your rights or obligations under this contract.

3 **Pay Now – Specific Terms and Conditions**

3.1 **Paying your bill**

(a) If you have elected Pay Now in your VPAPay application, you must pay to us the Pay Now Total no later than the Pay Now Date or immediately if the Pay Now Date is within 10 days from the date of this contract.

(b) If you do not make full payment of the Pay Now Total by the date set out in clause 3.1(a) above you authorise us to convert your payment option to Pay Later and you will be subject to the terms and conditions set out in clause 4 below.

4 **Pay Later – Specific Terms and Conditions**

4.1 **Paying your bill**

(a) If you have elected Pay Later in your VPAPay application or you have not paid the Pay Now Total by the date required in clause 3.1(a) above then you must pay the Pay Later Total, and any additional amounts owing under clause 2.3, by the Pay Later Due Date.

(b) The Pay Later Due Date is the **earlier** of:

(i) the Pay Later Date (as defined in clause 4.1(c) below);

(ii) Deposit Release (as defined in clause 4.1(d) below);

(iii) Settlement (as defined in clause 4.1(e) below); or

(iv) Withdrawal (as defined in clause 4.1(f) below).

(c) The **Pay Later Date** is the 25th day of the month that is 3 months following the month in which the Pay Now Date falls. For example, if the Pay Now Date was in January your Pay Later Date would be the 25th day of April of that same year. If this date falls on a day that is not a Business Day, then the Pay Later Date is the Business Day immediately before. We will send you a reminder of the Pay Later Date.

(d) **Deposit Release** is the day on which properly served and approved documentation that enables the release of the purchaser's deposit moneys to you occurs.

(e) **Settlement** is the day on which settlement of the sale of the Property occurs.

(f) **Withdrawal** means the date that the Property is withdrawn from sale or the date that we reasonably conclude, in consultation with your Real Estate Agent, that the Property is not being actively marketed for sale or the date of termination or expiry of your Real Estate Agent's initial authority to sell the Property.

(g) Where payment of the Pay Later Total is due on the Deposit Release or Settlement, you hereby provide an irrevocable authority to your Real Estate Agent, conveyancer and/or solicitor to deduct the total amount owing to us under this contract (including the Advertising Total) from the deposit or settlement funds (as the case may be) held by your Real Estate Agent, conveyancer and/or solicitor and to transfer the total amount owing under this contract (including the Advertising Total) to us and you acknowledge that we may produce this contract as evidence of your authority.

(h) Where payment of the Pay Later Total is due on the Withdrawal of the Property, payment of the total amount owing to us under this contract will be due no earlier than 7 days from the date on which we issue your statement unless the Pay Later Date falls within this period, in which case payment will be due on the Pay Later Date.

4.2 **Fees and charges**

4.2.1 **Service Fee**

We charge a service fee of 4.9% of the Advertising Total where you elect to Pay Later (**Service Fee**). This Service Fee is included in the Pay Later Total you are required to pay to us on the Pay Later Due Date.

4.2.2 **Late Payment Fees**

If you do not pay the Pay Later Total by the Pay Later Due Date, we will charge you an additional fee of $5.00 every 30 days from the Pay Later Due Date until the Pay Later Total is paid in full (**Late Payment Fees**).

4.2.3 **Maximum amount of fees**

The Service Fee and any applicable Late Payment Fees will not, when added together, exceed 5.0% of the Advertising Total. Late Payment Fees will not be charged where, together with the Service Fee, the total fees are above 5.0% of the Advertising Total.

4.2.4 **Interest charge**

In addition to the Service Fee and Late Payment Fees set out in clauses 4.2.1 and 4.2.2 respectively, an interest charge of 1.0% of the Advertising Total applies for allowing payment deferral to the Pay Later Date (where applicable). The Interest Charge has been included in the Pay Later Total. If you pay the Pay Later Total in full before the Pay Later Date (because your bill's Pay Later Due Date arises before the Pay Later Date or for any other reason) then we will reduce the interest charge in proportion to the number of days for which payment deferral was provided.

4.2.5 **Maximum amount of interest, fees and charges**

The total amount of the Service Fee, any applicable Late Payment Fees and the interest charge under this contract, together, will not exceed 6.0% of the Advertising Total. Subject to clauses 2.1(h) and 4.3, there are no other fees or charges payable in relation to this contract.

4.3 **Securing payment**

(a) In consideration of us offering the Pay Later services to you under this contract, you (on your own behalf or, if you are not the owner of the Property, on behalf of the owner of the Property in your capacity as its duly authorised representative):

(i) agree to grant us an equitable right to charge the Property;

(ii) agree to charge the Property to us; and

(iii) consent to us lodging a caveat over the Property to secure our equitable rights and to protect our interests,

as security for payment of any bill or statement and the performance of your obligations under this contract.

(b) We may require you and/or the owner of the Property to execute and deliver certain documents to us to enable us to record, register or protect our security interest and you agree to provide any such documents to us, or procure that the owner provides such documents to us, upon request. You irrevocably appoint us as your attorney to execute any such documents if you and/or the owner fail to execute and provide them to us within 7 Business Days of our request. You also authorise third parties to act on a declaration or oath of the attorney as to any facts supporting the exercise of this power and to accept it as evidence of the same.

(c) You warrant and agree on your own behalf, or on behalf of the owner of the Property as its duly authorised representative, that we are entitled to rely upon your consent to our lodging a caveat over the Property in accordance with this clause. You agree that, in the event you are in default of the payment terms in clause 4.1, and we exercise our right to lodge a caveat under this clause, you will be liable to pay all costs incurred by us for the lodgement and withdrawal of the caveat, on an indemnity basis. You agree that we have no obligation to withdraw any caveat lodged until such time as all amounts outstanding under this contract and all costs incurred have been paid in full.

4.4 **Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options (however notwithstanding any payment plan agreed to by us all amounts must be paid by the Pay Later Date).

5 **Privacy and identity verification**

(a) Your privacy is very important to us, which is why we have created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your personal information. You can access our Privacy Policy at https://campaignagent.com.au. By signing this contract, you acknowledge that you consent to the use and disclosure of your personal information in accordance with our Privacy Policy, including the disclosure of your personal information, and other information relating to this contract, to your Real Estate Agent. You also consent to your Real Estate Agent providing us with your contact details, a copy of the authority relating to the sale of the Property and any other documents we reasonably require to perform our obligations under this contract. You agree to provide us with all information (including your personal information, such as your name, address and date of birth) and/or documentation reasonably required by us to enable us to verify your identity in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act.

(b) You consent to us using and disclosing such information to a credit reporting agency or checked with the official record holder via third party systems to verify your identity. You warrant that all such information provided to us is true and correct and acknowledge that if we are unable to verify your identity as required, we may not be able to provide the services under this contract to you.

6 **Defined terms**

These meanings apply unless the contract intention appears:

Business Day means a day other than a Saturday, a Sunday or a public holiday in the state or territory of Australia in which the Property is located.

Property means the property located at the "Property Address" set out in your VPAPay application.

Real Estate Agent means the person or entity that you have appointed to market and sell the Property.

APPLICATION TIMELINE

APPLICATION CREATED
28 Sep 2020 IP: 123.243.190.5

VENDOR INVITATION(S) SENT
28 Sep 2020 IP: 123.243.190.5 Graham Shaw

VENDOR COMPLETED APPLY STEP
29 Sep 2020 IP: 49.184.19.85 Graham Shaw

VENDOR SIGNED APPLICATION
29 Sep 2020 IP: 49.184.19.85 Graham Shaw

VENDOR SUBMITTED APPLICATION
29 Sep 2020 IP: 49.184.19.85 Graham Shaw

VENDOR INVITATION(S) SENT
29 Sep 2020 IP: 49.184.19.85