

Exclusive Sale Authority

Particulars of Appointment

RayWhite

Agent Address	DAFLIB Pty Ltd trading as Ray White Drouin ABN: 73 684 108 290	
	75 PRINCES WAY, DROUIN VIC 3818	Email: admin.drouin@raywhite.com
	Ph: 03 5615 9000 Mobile: 0402 717 891	Agent: Dale Atkin
Vendor Address	Steven & Maria Barnes	
	67 Westernport Road, Lang Lang Vic 3984	
	Ph: 0419 547 126	Email: maria.barnes@bigpond.com
Property With Chattels Being	67 Westernport Road, Lang Lang Vic 3984	
Exclusive Authority Period	All fixtures & fittings	
	60 Days starting from the date of this Agreement	Continuing Authority Period will begin from the last day of the Exclusive Authority Period for a period of 12 months unless cancelled by the Vendor in writing

Property is being sold ☒ with vacant possession OR ☐ Subject to a tenancy

Vendor's Selling Price \$580,000 - \$638,000 payable in Negotiable days

Agents Estimate of Selling Price (Section 47A of the estate Agents Act 1980)

If a price range is specified, then the difference between the upper and lower amounts cannot be more than 10% of the lower amount

(Section 47A of the Estate Agents Act) \$ or between \$580,000 and \$620,000

Fixed Commission
Including GST

\$ Flat Fee

Commission calculated as follows:

1.65% including GST

Dollar amount
of estimated
commission

\$10,230

Including GST of

\$930

If sold at
a price of

\$620,000

Marketing Expenses Including GST

Total Investment

\$2,200

Will Ray White Drouin be sharing
their commission with a third party



No



Yes

If "Yes", see item 9 "Commission Sharing"

DATE: 8th April 2025

Agent Signs:



Vendor Signs:





Notices & Disclosures

Item 1: Agent's Entitlement to Commission

The Vendor agrees to pay the Agent the Agent's Commission on the terms of this Authority if the Property is sold

- i. during the Exclusive Authority Period by the Agent or by any other person (including the Vendor or another Agent)
- ii. during the Continuing Authority Period by the Agent; or
- iii. to a person introduced to the property by the Agent before the Vendor signed this authority; or
- iv. within 150 days after the expiration of the Exclusive Authority Period to a person introduced to the Property by the Agent within the exclusive authority period and to whom as a result of the introduction the property is sold.

Item 2: Authority Period

If an agreement stating that an estate agent is to act as the sole agent for the sale of any real estate or business, does not state when the sole agency is to end, the sole agency ends –

- i. in the case of a sale by auction, 30 days after the date of the auction;
- ii. in any other case, 60 days after the date the agreement is signed by, or on behalf of the seller of the real estate or business.

Item 3: Continuing Authority Period

The Continuing Authority Period starts on the day after the day that the Exclusive Authority Period ends; and

- i. lasts for 12 months as in the Particulars of Appointments, unless cancelled;
- ii. the Vendor may cancel the Continuing Authority Period at any time by written Notice to the Agent.
- iii. if the Continuing Authority Period is cancelled, Item 1 continues to apply.

Item 4: The Estimated Selling Price

The Estimated Selling Price is the Agents opinion and is given in accordance with Section 47A of the Estate Agents Act 1980 and is the amount the Agent or the Agent's Representative believes, on the basis of his or her experience, skills and knowledge that a willing but not anxious buyer would pay for the real estate. If a price range is given, it is the range within which that amount is likely to fall.

Nothing in the Act requires the Agent's Estimated Selling Price and the Vendor's reserve or asking price to be the same amount.

Item 5: Making a Complaint

Any complaint relating to **commission** or **outgoings** can be made to the Director, Consumer Affairs Victoria (CAV) GPO Box 123, Melbourne, Victoria, 3001 or by telephoning 1300 73 70 30.

Item 6: Dispute Resolution

The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

Vendor(s) Initial

SB
SB

Item 7: Rebate Statement – Section 49A of the Estate Agents Act

The agent is not entitled to retain any rebate and must not charge the client an amount for any expenses that is more than the cost of those expenses.

Item 8: Agents Role

The Vendor acknowledges that the level of services to be provided by the Agent is as follows:

To market and advertise the Vendors property as per the marketing plan, to introduce potential purchasers and to endeavour to sell the property.

Item 9: Commission Sharing

If during the Exclusive Authority Period or the Continuing Authority Period, the Agent wishes to share the commission payable by the Vendor with another estate agent or persons to facilitate the sale of the Property, the Vendor agrees that the agent may do so and agrees to the same terms and conditions as this Authority, however the Vendor's Asking Price, Agent's Estimate of Selling Price and Dollar amount of estimated commission may be adjusted (if necessary) and the authority periods may be adjusted and copies of the Notice of Commission Sharing will be completed to record the sharing of commission. The notice can be downloaded at www.consumer.vic.gov.au

Item 10: Vendor Acknowledgements

The Vendor is obliged to pay the Agent the Marketing Expenses incurred during the currency of this Agreement.

The Vendor will pay only what has been receipted as advertising and only to the amounts stated on this Authority.



The Marketing Expenses shall be Payable via a third party – **Campaign Agent**.
(**Campaign Agent** is a finance lender and will pay the marketing on your behalf to **Ray White Drouin**).

An email will be forwarded to you in which you will have an option to pay the full amount **upfront** or to **Deferred Payment (Pay Later)** using the **Campaign Agent** service.



Direct Electronic Transfer - Vendor to pay \$

which is the amount on this authority

Bendigo Bank

BSB: 633 000

ACC: 227 687 563

Ref:.....

Please be aware that payment is required and must be paid before the property is uploaded onto any Real Estate Internet Portals and Websites.

Vendor(s) Initial

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Privacy Act 1988 - Collection and Use of Personal Information

As your Estate Agent we collect personal information about you and your property to allow us to have contact with others in connection with performing our role as your Estate Agent for the following purposes;

- To liaise with your Conveyancer or Solicitor, tradespeople, body corporate, government, statutory or municipal bodies or other necessary third parties;
- To enable us to provide estimates of the selling price of real estate as required by the Estate Agents Act 1980;
- To enable us to prepare appraisals and/or valuations of real estate;
- To enable us to promote our services and/or seek out potential clients;
- You may contact us between 9.00am and 5.30pm Monday to Friday to have access to or amend the personal information we hold regarding you and your property.

General Conditions

1. The Vendor acknowledges that the Agents Commission and the Marketing Expenses have been negotiated prior to the signing of this Authority and acknowledges that no further fee negotiation will take place.
2. The Vendor acknowledges that the Marketing Expenses incurred during the period of this Authority must be paid whether or not the property is sold or withdrawn from the market.
3. The Vendor acknowledges that they are to pay the Agent the Agent's Commission in accordance with this Authority if the property is sold.
4. The Vendor acknowledges that Ray White Drouin will remain in possession of the property keys until all outstanding marketing expenses are paid in full as stated on this Authority if the property is withdrawn from Ray White Drouin by the Vendor.
5. The Vendor hereby charges this property and any other property that they own with payment of the marketing expenses and/or the commission owing and agrees that if these fees are not paid within 7 days of a **final written notice**; irrevocably authorises Ray White Drouin to place a caveat over the title of this property or any other vendor owned property to secure such charges and payments.
6. If the Property is sold and no deposit is held by the Agent; the Vendor will pay the Professional Fees and Marketing Fees at settlement including any State or Federal Taxes, including any goods and service tax or other consumption tax.
7. The Agent will provide the Vendor with an itemised list of the Marketing Expenses and State or Federal Taxes expended or payable. The Agent will provide an itemised list at any time that may be reasonably required by the Vendor.
8. "Purchasers Default" where the Purchaser fails to complete the sale and the Vendor is entitled to a forfeited deposit, then the Agent will be entitled to be paid 100% of the Professional fees and all Marketing expenses by the Vendor.
9. An agreement between the Vendor and the Purchaser to cancel a contract of sale or the ending of a contract of sale as a result of a default of either the Vendor or Purchaser does not relieve the Vendor of the obligation to pay the Agents professional fees and marketing.

Vendor(s) Initial

