

# Exclusive Sale Authority

## Authority Particulars



### Property Address:

Street: Unit 3 12 Gabriella Way

Suburb: Korumburra

State: Victoria

Postcode: 3950

With chattels being: As per the attached inclusions.

### Agent:

Company name: Korumburra Real Estate PTY LTD

ABN/ACN: \_\_\_\_\_

Trading name: Auddino First National Real Estate

Postal address: 73 Commercial Street

Korumburra

State: VIC

Postcode: 3950

Sales agent's: Name George Auddino

Phone 0417 311942

Email george@auddinofn.com.au

### Vendor 1

Full name: Figredo Property Group

Postal address: Suite 9/10, Level 2/ 799-807 Springvale Road

Springvale

State: Victoria

Postcode: 3170

Email: clayburn@cleaningedge.com.au

Phone: Work 0404 860024

Home \_\_\_\_\_

Mobile \_\_\_\_\_

### Vendor 2

Full name: \_\_\_\_\_

Postal address: \_\_\_\_\_

State: \_\_\_\_\_

Postcode: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: Work \_\_\_\_\_

Home \_\_\_\_\_

Mobile \_\_\_\_\_

### Details

Sale: ☒ by private sale ☐ by auction

Exclusive Period: ☐ 30 days ☐ 60 days ☒ 90 days ☐ other: \_\_\_\_\_

Continuing Period: ☐ 30 days ☐ 60 days ☐ 90 days ☒ other: \_\_\_\_\_

Property will be sold: ☒ with vacant possession **OR** ☐ subject to tenancy

☐ on payment of full purchase price

**OR**

☐ upon terms on payment of full deposit and the sum of \$ \_\_\_\_\_

Vendor's price \$ 439,000 payable in ☐ 30 days ☒ 60 days ☐ 90 days

☐ other: \_\_\_\_\_

Agent's estimate of selling price (section 47A of the *Estate Agents Act 1980* (Victoria)). 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 \$ 439,000 or between \$ \_\_\_\_\_ and \$ \_\_\_\_\_

# Exclusive Sale Authority

## Authority Particulars



### Rebates (see Rebate Statement attached for further details)

The Agent:

☒ will not be, or is not likely to be, entitled to any rebates.

☐ will be, or is likely to be, entitled to rebates.

### Commission

Commission (including GST or excluding GST) \$ \_\_\_\_\_ OR 3 \_\_\_\_\_ %

OR calculated as follows:

Dollar amount of estimated commission \$ 13170.00 including GST of \$ 1197.27 if sold at a price of  
\*\$ 439,000 \*including GST or \*excluding GST (delete the one that does not apply)

Marketing expenses (including GST or excluding GST)

Advertising \$ 0

Other \$ 0

Total \$ 0

The Marketing Expenses are payable on \*the signing of this Agreement / \*written request / \*immediately upon settlement.  
(delete as applicable)

The entity the Agent operates under is required under the Australian Privacy Principles to have a privacy policy: ~~Yes~~ / No  
(delete the one that does not apply)

If yes, the privacy policy can be located at \_\_\_\_\_  
(insert URL)

### Signed by the Vendor(s)

\_\_\_\_\_

Signature

\_\_\_\_\_ Date

\_\_\_\_\_

Signature

\_\_\_\_\_ Date

### Signed by the Agent

\_\_\_\_\_

\_\_\_\_\_ Date

# Exclusive Sale Authority

## General Conditions



### 1. Exclusivity

The Vendor acknowledges that the Agent's appointment under this Agreement is an exclusive appointment, and continues until the earlier of the expiration of the Exclusive Period and the termination of this Agreement. During the Exclusive Period, the Vendor must not contract with or engage the services of any other estate agent, estate agent's representative or any third party to market or sell the Property.

### 2. Duration

Unless stated otherwise in the Authority Particulars, the Exclusive Period will be:

**2.1** in the case of a sale by auction, 30 days after the date of the auction; or

**2.2** in any other case, 60 days after the date this Agreement is signed by, or on behalf of the Vendor.

### 3. Continuing Period

**3.1** If a Continuing Period applies to this Agreement, the terms of the Agent's appointment will be identical to the terms of the Exclusive Period, with the exception that the Vendor may terminate the Continuing Period at any time by providing written notice to the Agent.

**3.2** The Continuing Period will commence on the day after the Exclusive Period ends and continue for the amount of days stated in the Authority Particulars.

### 4. Agent's role

The Agent must promote, advertise, market and endeavour to sell the Property.

### 5. Marketing Expenses

**5.1** The Marketing Expenses are completely separate to and in no circumstances form part of the Commission.

**5.2** The Vendor acknowledges that:

**5.2.1** it was informed prior to signing this Agreement that the Marketing Expenses were negotiable and that the Marketing Expenses were the subject of negotiation; and

**5.2.2** the Marketing Expenses must be paid by the Vendor to the Agent pursuant to **clause 5.3** regardless of whether the Agent sells the Property.

**5.3** The Marketing Expenses are payable by the Vendor to the Agent:

**5.3.1** upon execution of this Agreement;

**5.3.2** within 14 days of receiving written notice from the Agent to pay the Marketing Expenses; or

**5.3.3** immediately upon settlement of the Property, as specified in the Authority Particulars.

**5.4** The Agent acknowledges that the Vendor will not be liable for the payment of any Marketing Expenses in excess of the amount stated in the Authority Particulars, unless such additional expenses have been agreed by the Vendor in writing.

### 6. Commission

**6.1** The Vendor acknowledges being informed prior to signing this Agreement that the Commission to be paid to the Agent under this Agreement was negotiable and that the Commission was the subject of negotiation.

**6.2** Subject to **clause 6.4**, the Vendor agrees to pay the Agent the Commission on the terms of this Agreement if:

**6.2.1** the Property is sold during the Exclusive Period or the Continuing Period; or

**6.2.2** the Property is sold within 120 days after the expiry of the later of the Exclusive Period or Continuing Period to a buyer Introduced to the Property by the Agent before, during or after the Exclusive Period or Continuing Period.

**6.3** The Vendor acknowledges that the Agent will be entitled to receive the Commission under **clauses 6.2.1** and **6.2.2** regardless of whether the selling price of the Property is different to or outside the range of the Agent's estimation of the selling price (as stated in the Authority Particulars).

**6.4** The Vendor will not be liable to pay the Commission to the Agent if the Property is sold whilst listed with another estate agent, only if the engagement of the other estate agent by the Vendor was not a breach of this Agreement.

### 7. Payments

**7.1** The Vendor must immediately pay or authorise its conveyancer or solicitor to pay the Agent the Commission when the property is sold.

**7.2** The Vendor agrees that the Agent is entitled to and may deduct from the Deposit received and held by the Agent any amounts towards the payment of Marketing Expenses and any state and federal taxes required to be paid by law (including GST).

**7.3** If a Deposit is received by the Vendor's conveyancer or solicitor, the Vendor irrevocably appoints the Agent as its attorney to direct the payments described in **clause 7.2** to the Agent.

**7.4** The Vendor will not be relieved from its obligation to pay the Marketing Expenses and Commission if the Property does not settle due to the Vendor defaulting under an enforceable contract for the sale of the Property between the Vendor and a Purchaser.

### 8. Late payments

**8.1** If the Vendor fails to pay any amount under this Agreement within 30 days of receiving an invoice from the Agent, the Agent will be entitled to charge any overdue amounts at the interest rate fixed from time to time under section 2 of the *Penalty Interest Rates Act 1983* (Victoria).

**8.2** Interest will be calculated from the due date until and including the date the overdue amounts are paid in full.

**8.3** The Vendor fully indemnifies the Agent for any and all loss, costs, expenses and/or liabilities in pursuing any overdue amounts from the Vendor.

### 9. Execution of documents

**9.1** A person signing this Agreement on behalf of the Vendor is responsible for performing the obligations of the Vendor under this Agreement as though that person executed this Agreement as the Vendor.

# Exclusive Sale Authority

## General Conditions

**9.2** If a corporation or an incorporated association signs this Agreement on behalf of the Vendor, the Agent may require the signatory to procure that the directors of the corporation or the committee members of the incorporated association execute a deed of guarantee and indemnity in favour of the Agent (in a manner acceptable to the Agent's solicitor).

**9.3** Upon receiving a written request and authority by the Vendor to do so, the Agent may sign a contract for the sale of the Property on behalf of the Vendor containing the terms and conditions of sale agreed to by the Vendor and the Purchaser.

**9.4** The Agent is not liable whatsoever and the Vendor releases and indemnifies the Agent from and against any claim, loss, cost, expense or liability which may arise from the Agent complying with **clause 9.3**.

### 10. Rebate statement

**10.1** If the Authority Particulars specify that the Agent will not be entitled to any rebates then:

**10.1.1** the Agent will not be, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits; and

**10.1.2** specifically, the Agent will not be, or is not likely to be, entitled to any rebate in respect of:

**10.1.2.1** any outgoings; or

**10.1.2.2** any pre-payments made by the person engaging or appointing the Agent (the Vendor) in respect of any intended expenditure by the Agent on the Vendor's behalf; or

**10.1.2.3** any payments made by the Vendor to another person in respect of the work.

**10.2** If the Authority Particulars specify that the Agent will be entitled to rebates then:

**10.2.1** the Agent will be, or is likely to be, entitled to rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits;

**10.2.2** specifically, the Agent will be, or is likely to be, entitled to rebates in respect of:

**10.2.2.1** any outgoings; or

**10.2.2.2** any pre-payments made by the person engaging or appointing the Agent (the Vendor) in respect of any intended expenditure by the Agent on the Vendor's behalf; or

**10.2.2.3** any payments made by the Vendor to another person in respect of the work.

**10.3** The attached Rebate Statement sets out the details of the rebates.

### 11. Commission sharing

**11.1** The Agent may share the Commission with an employee who is an estate agent or the Agent's representative, or with an estate agent who is the Agent's business partner.

**11.2** If the Agent has agreed to share the Commission that will be payable for selling, leasing or managing the Property except as set out in **clause 11.1**, the details of the Commission sharing agreement are set out in the attached notice of Commission sharing statement which the Vendor acknowledges was given to it prior to signing

this Agreement.

### 12. Privacy

**12.1** As part of the Agent marketing the Property for sale and the Vendor completing the Authority Particulars, the Vendor will be required to and consents to giving certain personal information, such as (but not limited to) the Vendor's name, address, contact details and bank account details.

**12.2** Subject to the *Privacy Act 1988* (Cth), the Vendor authorises the Agent to disclose its personal information to third parties.

**12.3** If the entity which the Agent operates through ('Entity') is required to comply with the Australian Privacy Principles (which are contained in schedule 1 of the *Privacy Act 1988* (Cth)) ('APP'), the Entity must have a clearly expressed and up-to-date policy about the management of personal information it collects.

**12.4** If the Entity is required to have a privacy policy under the APP, the policy can be located at the address given in the Authority Particulars.

### 13. Termination

During the Exclusive Period, either party may immediately terminate this Agreement upon providing written notice to the other party only if the other party has breached this Agreement and has not remedied such breach within 14 days of receiving written notice to do so from the other party.

### 14. Complaints

Any complaint regarding commission or outgoings can be made to the Director, Consumer Affairs Victoria, GPO Box 4567, Melbourne Victoria, 3001 or by telephoning 1300 73 70 30.

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 the client receiving an account for, or notice that the agent has taken the amount in dispute, whichever is the later.

The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. Please request further information in relation to the procedures if you have a complaint or dispute.

### 15. Notices

**15.1** A notice or other communication connected with this Agreement ('Notice') has no legal effect unless it is in writing. In addition to any other method of service provided by law, a Notice may be:

**15.1.1** sent by prepaid post to the addressee set out in this Agreement or subsequently notified;

**15.1.2** delivered at the address of the addressee set out in this Agreement or subsequently notified; or

**15.1.3** sent by email to the email address of the addressee set out in this Agreement or subsequently notified.

**15.2** A Notice must be treated as given to and received by the party to which it is addressed:

**15.2.1** if sent by post, on the 3rd Business Day (at the address to which it is posted) after posting;

**15.2.2** if otherwise delivered before 5 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery; or

**15.2.3** if sent by email before 5 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt provided that an email is not treated as given or received if the sender's computer reports that the message has not been delivered.

### 16. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to the matters in this Agreement and supersedes all prior agreements, understandings and negotiations between the parties in relation to those matters.

### 17. Definitions

Unless the contrary intention appears, defined terms in these General Conditions have the following meaning:

**17.1 'Agent'** means the estate agent specified in the Authority Particulars and includes the Agent's representative and an estate agent employed by the Agent;

**17.2 'Agreement'** means this agreement including the Authority Particulars, General Conditions, Rebate Statement and commission sharing statement (if any);

**17.3 'Authority Particulars'** means the form at the front of these General Conditions;

**17.4 'Binding Offer'** means an offer not less than the Vendor's price set out in the Authority Particulars and on terms no less favourable than those set out in the Authority Particulars and which is, or would be when signed by the Vendor, enforceable by an order for specific performance or upon the breach of which either the Vendor or the other party would be entitled to an award of damages.

**17.5 'Business Day'** means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria;

**17.6 'Commission'** means the remuneration the Agent is entitled to receive under this Agreement for the amount set out in the Authority Particulars;

**17.7 'Continuing Period'** has the meaning given in clause 3.1;

**17.8 'Deposit'** means the deposit paid by the Purchaser under a contract for the sale of the Property;

**17.9 'Exclusive Period'** means the period in which the Agent is exclusively appointed by the Vendor to market the Property for sale;

**17.10 'General Conditions'** means these general conditions;

**17.11 'GST'** means the goods and services tax payable in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**17.12 'Introduced to the Property'** means the Purchaser of the Property realising that the Property was for sale or available for purchase by any direct or indirect marketing by the Agent, including but not limited to word of mouth,

signage, brochures, open inspections, internet advertising and any other forms of literature, communication and marketing.

**17.13 'Marketing Expenses'** means the marketing, advertising and other expenses as specified in the Authority Particulars;

**17.14 'Person'** includes a natural person, a corporation and incorporated association;

**17.15 'Property'** means the property specified in the Authority Particulars;

**17.16 'Purchaser'** means the person or entity who purchases or intends to purchase the Property (by entering into a contract with the Vendor for the sale of the Property);

**17.17 'Rebate Statement'** means the form directly after these General Conditions;

**17.18 'sold'** is the result of obtaining a Binding Offer and 'sale' and 'sell' have corresponding meanings; and

**17.19 'Vendor'** means the vendor specified in the Authority Particulars.

### 18. Counterparts and Execution

**18.1** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.

**18.2** A copy of an original executed counterpart sent by facsimile machine, email or link emailed:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

**18.3** Each party consents to this Agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

**18.4** Without limiting clause 18.3, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:

- (a) computer generated;
- (b) by computer pen;
- (c) by a typed mark or name; or
- (d) physically signed on paper and scanned electronically.

**18.5** The parties to this Agreement agree that, despite any other clause of this Agreement and despite custom, practice or code otherwise followed in respect of similar documents to this Agreement, if executed electronically this Agreement:

- (a) is made on its execution by all parties to it (including electronic signature);
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

## Rebate Statement

Rebate statement form approved by the Director for  
Sections 48A and 49A of the *Estate Agents Act 1980*



### Important information for vendors/rental providers

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an Agent to keep any rebate they receive for advertising or other outgoings purchased by the Agent on your behalf. Section 48A of the *Estate Agents Act 1980* requires the Agent to immediately pay you any rebate they receive in relation to the sale, management or leasing of your property.

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

The agent will not be, or is not likely to be, entitled to any rebates.

☒

or

The agent will be, or is likely to be, entitled to rebates.

☐

#### List of rebates:

- any outgoings; or
- any pre-payments made by the person engaging or appointing the agent (the client) in respect of any intended expenditure by the agent on the client's behalf; or

any payments made by the client to another person in respect of the work.

Goods/services to which rebate relates	Name of person or organisation providing rebate	Amount (including GST) (if amount not known, provide an estimate)
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____

#### Signed by the Vendor(s)/Rental Provider(s)

Signature

Date dd/mm/yyyy

Signature

Date dd/mm/yyyy

#### Signed by the Agent

Signature

Date dd/mm/yyyy

# Notice of commission sharing



Notice of commission sharing form approved by the Director in accordance with Section 48 of the *Estate Agents Act 1980*.

## Important information for vendors/rental providers

If the agent has agreed to share the commission that will be payable for selling, leasing or managing your property, before getting your signature to engage or appoint them, they must give you this commission sharing statement. This statement shows details of all other people who will share in the commission.

The Agent's commission will be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with the agent).

In accordance with Section 48 of the *Estate Agents Act 1980*, the agent states that the commission the agent is entitled to under the terms of this Authority will be shared with other people as follows:

Name and address of person with whom commission is to be shared	Description of such person

### Signature of agent

\_\_\_\_\_ Date

### Signature of vendor(s)/rental provider(s)

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date