

**EXCLUSIVE SALE AUTHORITY****PARTICULARS OF APPOINTMENT****Agent Details****Agent:** Bany Pty Ltd T/A YPA RYE**ACN:** 152 829 448**Address:** 1/2217 Point Nepean Road, Rye Victoria 3941**Attention:** Jade Springer**Phone:** 03 5985 2600**Mobile:** 0437410791**Email:** jade@ypa.com.au**Vendor Details****Vendor:** Kim Ann Allely**ACN:****Address:** 23 Sherwood Forest Drive, Rye Victoria 3941**Attention:****Phone:****Mobile:** 0407 462 043**Email:** kim.allely@gmail.com**Property Details****Property:** 47 Parson Street, Rye Victoria 3941**Chattels included:** Vacant land parcel with plans and permit**Chattels excluded:****Sale Terms**

Exclusive authority period: 60 days after the date of this Authority.

Continuing authority period: days after the end of the Exclusive Authority Period.

The Property is being sold: ☒ with vacant possession OR ☐ subject to any tenancyand upon payment of: ☒ full purchase price OR ☐ upon terms of payment of full depositand ☐ the sum of

Vendor's asking price: To Be Advised

payable in 30, 45, 60, 90 days

**Agent's Estimate of Selling Price (ESP)****Section 47A of the Estate Agents Act 1980: 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: \$695,000 and \$730,000

**Section 47AE of the Estate Agents Act: if the Agent knows or could be reasonably expected to know that the ESP is no longer reasonable, the ESP is to be revised as follows:**

Revised amount: OR a range between: and

**Agent's Commission (incl GST)**

An amount equal to 1.50% (including GST) of the Sale Price.

**Example**

If sold at price of: \$730,000 GST N/A

Dollar amount of estimated commission: \$10,950

Including GST of \$995.45

**Marketing expenses (incl GST)**

Advertising: \$0.00

Other: \$0.00

Total: \$0

Marketing expenses are payable on: ☐ signing of this Authority OR ☐ written request**Agent:**  
17a88a5db-c5fe-4917-a910-021804922>

08/04/2025

Jade Springer

**Vendor(s) Signature(s):**

08/04/2025

Kim Ann Allely

**Date:** Tue 8 Apr 2025

## IMPORTANT NOTICE TO THE AGENT

Please retain the form when completed with the Authority. If the Vendor(s) requests to change this Authority, please ensure that the form is dated and signed and stored with the Authority. Retain all Authorisations, even if they are superseded by later ones.



## 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

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 estate 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 the commission will be shared	Description of such person
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Signature of Agent:

  
<?a98a98b-cf8e-4917-a967-8f1e-104932>

08/04/2025

Jade Springer

Signature of Vendor(s):



08/04/2025

Kim Ann Allely

## 1. Definitions and interpretation

In this Authority, unless specified to the contrary:

**Act** means the *Estate Agents Act 1980* (Vic), including any applicable amendments or variation passed as law.

**Agent** means the Agent described in the Particulars of Appointment.

**Authority** means this Exclusive Sale Authority.

**Binding Offer** means, in respect of a Property:

- (a) an offer at the "Vendor's Reserve" that would result in a legally enforceable contract, if the contract was signed by You and exchanged with the Purchaser. The contract must be signed by the Purchaser; or
- (b) a legally enforceable Contract signed by You and the Purchaser,

where **legally enforceable** means enforceable 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.

**CAV** means Consumer Affairs Victoria.

**Commission** means the payment to the Agent referred to under the heading 'Agent's Commission'.

**Comparable Properties** means, in respect of a Property, properties that the Agent reasonably considers to be comparable to the Property in line with section 47AC of the Act. Generally, it refers to properties of similar condition and location, and that were sold in a comparable timeframe.

**Completion** means, in respect of a Contract for a Property, the completion of the sale of the Property pursuant to the terms of the Contract, and

**Completed** has a corresponding meaning

**Continuing Authority Period** means the period commencing on the day after the end of the Exclusive Authority Period and ending on the last day of the period specified in the Particulars of Appointment, unless terminated earlier by the Agent by providing written notification to the Vendor.

**Contract** means, in respect of a Property, the contract of sale for the Property.

**Dangerous Condition** means any physical defect in the Property that may cause damage to the Property or injure any person on the Property.

**Deposit Moneys** has the same meaning as it has in the Sale of Land Act 1962 (Vic). Generally, it refers to money paid as part of the agreed price but before the purchaser or lessor is entitled to the title of a Property.

**Director** means the Director of CAV.

**Estate Agent** has the meaning given to it in the Act.

**Exclusive Authority Period** means the period commencing on the date of this Authority and ending on the last day of the period specified in the Particulars of Appointment. If no period is specified, the Exclusive Authority Period will commence on the date of this Authority and conclude 180 days later.

**Governmental Agency** means a government or government department or other body, a governmental, semi-governmental or judicial person or a person who is charged with the administration of any law.

**GST** has the meaning given to that term in the GST Law.

**GST Law** has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Introduced** means, in respect of a Purchaser and a Property, the Purchaser was made aware that the Property was available to purchase regardless of the source, including but not limited to viewing, hearing or reading an advertisement of whatever nature or medium or any article, website, board, placard or other literature, and **Introduction** has the corresponding meaning.

**Marketing Expenses** mean the marketing and other expenses of the Agent described in this Authority.

**Outgoings** mean:

- (a) the Marketing Expenses; and

(b) any other expenses authorised by You in connection with the Agent performing the Services.

**Particulars of Appointment** means the Particulars of Appointment attached to this Authority.

**Private Sale** means the sale of a Property conducted by private negotiation and not in the manner of an auction.

**Professional Fees** means any:

- (a) Commission the Agent becomes entitled to; and
- (b) duly authorised and expended Outgoings.

**Property** means the property described in the Particulars of Appointment.

**Purchaser** means the person(s) to whom the Property is Sold.

**Sale Price** means the price set out in the Binding Offer.

**Services** means:

- (a) advertising and marketing the Property for the purpose of selling the Property; and
- (b) facilitating a Private Sale of the Property.

**Sold** means that you obtain a Binding Offer for the Property and **Sale**, **Sell** and **Selling** have corresponding meanings

**State** means the State of Victoria in the Commonwealth of Australia.

**Statement of Information** means, in respect of a Property, the statement prepared by the Agent for the Property in accordance with the provisions of the Act.

**Tax** means any tax, levy, charge, impost, rates, duty, fee, deduction, compulsory loan or withholding tax which is (or is able to be) assessed, levied, imposed or collected by or payable to any Governmental Agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed or made on or in respect of the above.

**Term** means the Exclusive Authority Period, the Continuing Authority Period and any further period as determined between You and the Agent in writing.

**Vendor** means the Vendor described in the Particulars of Appointment.

**Vendor's Reserve** or **Reserve Price** means a price equal to or greater than the Vendor's reserve stated in Particulars of Appointment.

**You** means the Vendor(s) named in the Particulars of Appointment, and **Your** has a corresponding meaning.

## 2. Rules for interpretation

In this Authority unless specified to the contrary:

- 2.1 Words importing the singular number include the plural and vice-versa and words importing any gender include all other genders.
- 2.2 Headings are for reference only and shall not affect the construction of this agreement.
- 2.3 A reference to a party if more than one is to them jointly and severally.
- 2.4 All schedules are included as part of this Authority.
- 2.5 Any reference to "dollars" or "\$" is a reference to Australian currency.
- 2.6 The expression "person" shall include a corporation.
- 2.7 Use of the word including and similar expressions are not, nor are they to be interpreted as, words of limitation.
- 2.8 A reference to a party includes the party's executors, administrators, successors and permitted assigns.
- 2.9 A reference to a person includes a natural person, a company or other entities recognised by law.
- 2.10 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislation or legislative provision substituted for, that legislation or legislative provision.
- 2.11 The language in all parts of this agreement shall be in all cases construed in accordance with its fair and common meaning and not strictly for or against any of the parties.

## 3. Appointment

You appoint the Agent to advertise, market, promote and sell the Property on your behalf:

- 3.1 on an exclusive basis during the Exclusive Authority Period; and
- 3.2 on a non-exclusive basis during the Continuing Authority Period; subject to the terms of this Authority.

#### 4. Commission

You acknowledge and agree that:

- 4.1** the Agent is entitled to, and You will pay the Agent, the Commission for the Property if the Property is Sold:
- (a) during the Exclusive Authority Period; or
  - (b) during the Continuing Authority Period; or
  - (c) to a Purchaser that the Agent Introduced to the Property during the Exclusive Authority Period and that Introduction leads to the Property being Sold to that Purchaser within 120 days after the expiration of the Exclusive Authority Period; and
- 4.2** the Commission for a Property will be due and payable when the Property is Sold; and
- 4.3** the Agent may share the Commission with:
- (a) employees of the Agent, provided those employees are Estate Agents;
  - (b) the Agent's representatives;
  - (c) the Agent's business partners, provided those business partners are Estate Agents; and/or
  - (d) any other person (including channel agents and conjunction agents),
- provided that the Agent has given a notice to You in respect of the shared commission in the form approved by the Director prior to the signing of this Authority; and
- 4.4** this clause 4 survives the expiry or termination of this Authority.

#### 5. Rebate Statement – no rebate to be received

The Agent will not be, or is not likely to be, entitled to any rebate in respect of any outgoings, any prepayments made by You in respect of any intended expenditure by the Agent on Your behalf or any payments made by the client to another person in respect of the work. A rebate includes any discount, commission, or other benefit and includes non-monetary benefits. The Agent 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.

#### 6. Your obligations

You agree that:

- 6.1 (provision of documentation and information)** You will supply the Agent with all documentation and information that the Agent reasonably requires to perform the Services;
- 6.2 (provide assistance)** You will do all things reasonably required to assist the Agent in performing the Services, including, but not limited to, granting access to the Property;
- 6.3 (inform Agent of communications)** You will keep the Agent fully informed of the contents of any communications between You and a Purchaser or a prospective purchaser (or their respective agents or representatives) and if such communications are in writing then you will promptly provide the Agent with copies of such communications;
- 6.4 (Commission)** You will pay any Commission that the Agent becomes entitled to when due and payable in accordance with this Authority;
- 6.5 (Outgoings)** You will pay to the Agent an amount equal to all of the Outgoings incurred by the Agent on behalf of You, on or before the due date for payment specified on the tax invoice from the Agent (regardless of whether or not the Property has been Sold);
- 6.6 (notify of Dangerous Condition)** if at any time during the Term, You become aware of any Dangerous Condition, You will immediately notify the Agent in writing, and in the event that a person is injured as a result of a Dangerous Condition, You will fully indemnify and release the Agent (and anybody engaged through the Agent) against any resulting claim or proceeding;
- 6.7 (advise of defects)** You will at all times during the Term keep the Agent advised of and disclose to the Agent in writing details of any defects in a Property likely to cause injury to persons occupying, entering or using the Property;
- 6.8 (payment of interest)** You will pay interest on any monies not paid on or before the due date for payment specified on the tax invoice from the Agent, at the rate set under section 2 of the Penalty Interest Rates Act 1983 (Vic). The calculation of the interest payable will include the due date for payment up to and including the day on which the outstanding amount is paid in full; and
- 6.9 (charge property)** You hereby charge all real property that You own with the due payment of the Commission or any other fees that become payable to the Agent under this Authority (including Outgoings) and You consent to the Agent lodging a caveat on such real property in respect of its interests hereunder.

#### 7. Your warranties

You warrant to the Agent that:

- 7.1** You have read this Authority;
- 7.2** You are the registered proprietor of the Property and are authorised to enter into this Authority;
- 7.3** there is no other existing and enforceable Exclusive Sale Authority in respect of the Property;
- 7.4** You have received a copy of this Authority signed by the Agent and You, at the time of signing this Authority;
- 7.5** prior to signing this Authority, Your attention has been drawn to the Notice of Commission Sharing Form, clause 5 (Rebate Statement) and clause 12 (Complaint Resolution);

- 7.6 the Property (including all fixtures, fittings and any goods and chattels leased with the Property) is not in a Dangerous Condition;
- 7.7 at the time of entering into this Authority, You disclosed to the Agent any and all material facts relating to the condition of the Property;
- 7.8 all information and documentation that you have given to the Agent are current, valid, accurate and complete;
- 7.9 You were informed by the Agent before signing that the Commission and Outgoings (including Marketing Expenses) may be negotiated;
- 7.10 You will pay the Commission to the Agent if the Property is Sold;
- 7.11 You will not engage in any dummy bidding; and
- 7.12 You authorise collection of Your personal information in accordance with the terms of this Authority.

**8. Agent's Indemnity**

You indemnify (and keep indemnified) the Agent against, and agree to pay the Agent on demand the amount of any liabilities, losses, claims, demands, damages, costs or expenses incurred by the Agent (including, but not limited to, legal fees incurred by the Agent) that arises from or is connected with:

- 8.1 any breach of any provision of this Authority by You; and/or
- 8.2 any breach of a warranty given by You in this Authority.

**9. Deductions from the Deposit Moneys**

Subject to the *Sale of Land Act 1962* (Vic):

- 9.1 the Agent may, without authorisation from You, deduct any Professional Fees from time to time from any Deposit Moneys held by the Agent;
- 9.2 the Agent's right in clause 9.1 may only be waived by the Agent in writing; and
- 9.3 if any Deposit Moneys is held by Your conveyancer or legal practitioner, You appoint the Agent to act as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay any Professional **Fees properly incurred and Taxes required to be deducted by law, including GST, to the Agent.**

**10. Cancellation of sale**

If You are disposing of the Property under the terms of a security and the sale of the Property is cancelled, You will pay either:

- 10.1 Within 14 days from the date of this Authority, the total Outgoings (including Marketing Expenses) and one-quarter of the Commission payable on:
  - (a) the Vendor's Reserve Price; or
  - (b) the amount owing under the securitywhichever is the higher sum; or
- 10.2 After 14 days from the date of this Authority the total of the Outgoings (including Marketing Expenses).

**11. Termination**

- 11.1 This Authority will continue until the expiry of the Term, unless terminated earlier in accordance with clause 11.2
- 11.2 This Authority may be terminated by:
  - (a) mutual agreement in writing at any time during the Term; or
  - (b) in the event of default, by the non-defaulting party after giving written notice identifying the default and providing a time limit for rectification of the default and the defaulting party failing to rectify the default within the provided time limit.
- 11.3 Clauses 11.1 and 11.2 survive the expiry or termination of this Authority.
- 11.4 Expiry or termination of this Authority is without prejudice to any rights or obligations which have accrued to either party prior to such expiry or termination. For the avoidance of any doubt, this includes the Agent's entitlement to any Commission accrued and Outgoings incurred prior to the expiry or termination of this Authority.

**12. Complaint resolution**

- 12.1 Any complaints relating to the Commission or Outgoings can be made to:
  - (a) the Director, Consumer Affairs Victoria (CAV) at GPO Box 4567, Melbourne, Victoria, 3001; or
  - (b) 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 You receiving an account for, or notice that the agent has taken the amount in dispute, whichever is later.

- 12.2 You acknowledge that the Agent has procedures for resolving complaints and disputes arising from the operation of the Agent. If a complaint or dispute arises, please refer to the Agent's customer service charter. The Agent's customer service charter will be displayed on the Agent's website or otherwise made available to You upon request.
- 12.3 This clause 12 survives the expiry or termination of this Authority.

**13. GST**

**13.1** In this clause 13, any expression used that is defined in GST Law has that defined meaning.

**13.2** If any supply by one party (**Supplier**) to another party (**Recipient**) under or in connection with this Authority is a taxable supply, then the amount due to the Supplier for that supply will be the sum of:

- (a) the GST exclusive consideration; and
- (b) the amount of GST payable by the Supplier in respect of that supply, (the GST Amount).

**13.3** The Recipient's obligation to pay the GST Amount is subject to the Supplier first providing to the Recipient a Tax invoice conforming with the requirements of GST Law.

**14. Personal information under the Privacy Act 1988**

**14.1** The Agent will use any personal information it collects in relation to You in connection with performing the Services. This may include passing that information onto others for the purpose of performing the Services.

**14.2** The Agent will also use Your personal information in the following ways:

- (a) to provide details of the sale to third parties;
- (b) to help the Agent promote its Services and seek out potential new clients; and
- (c) to respond to any enquiries the Agent receives from Consumer Affairs Victoria in connection with this Authority or the sale of the Property.

**14.3** You may contact the Agent between 9:00 am and 5:00 pm, Monday to Friday (except public holidays) in the State in order to access or change any personal information.

**15. General Conditions**

**15.1** Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this Authority and any transaction contemplated by it.

**15.2** A provision of this Authority which can and is intended to operate after its conclusion will remain in full force and effect.

**15.3** A single or partial exercise or waiver of a right relating to this Authority will not prevent any other exercise of that right or the exercise of any other right.

**15.4** A party will not be liable for any loss, cost or expense of any other party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.

**15.5** This Authority may not be modified, discharged or abandoned unless by a document signed by the parties.

**15.6** The rights and obligations of each party under this Authority are personal. No party may assign, encumber or otherwise deal with such rights and obligations without the prior written consent of all other parties.

**15.7** If a person signs this Authority on Your behalf, that person is personally responsible for the due performance of Your obligations under this Authority. If You are a corporation, then You agree to procure a guarantee and indemnity in favour of the Agent and signed by Your directors in a form acceptable to the Agent, if required by the Agent.

**15.8** This Authority is to be governed by and construed in accordance with all applicable laws in force in the State from time to time and the parties submit to the non-exclusive jurisdiction of the courts of the State.

**15.9** If You comprise more than one person, then your obligations under this Authority are joint and several.

**16. Compliance with Law**

**16.1** This Authority is to be interpreted so that it complies with all applicable laws. If any provision of this Authority does not comply with any law, then it must be read down so as to give it as much effect as possible.

**16.2** The parties intend to comply with all applicable laws, and agree to facilitate the other party's compliance with the law (insofar as it relates to the terms of this Authority).

**16.3** The parties agree to do all things necessary to rectify any aspect of this Authority that is not compliant with any law, insofar as is necessary to give effect to the substance of the terms of this Authority (including, agreeing to amend any clause that is not compliant with any law, and/or re-signing a new Authority on substantially the same terms).

**16.4** If it is not possible to rectify any aspect of this Authority that is not compliant with the law, then it is to be severed from this Authority and the remaining clauses will continue to have full force and effect.

**16.5** You acknowledge that the Agent 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 form and any other documents necessary in order to permit the Agent to share such Commissions, including re-signing this Authority if requested by the Agent