

EXCLUSIVE SALE AUTHORITY - PARTICULARS OF APPOINTMENT

Agent Details

Agent: Bourke Realty Pty Ltd T/A One Agency Melton
Address: PO Box 91, 340 High Street, Melton Victoria 3337
Attention: Lucas Bourke
Phone: 0433944332
Email: lucasbourke@oneagency.com.au

ACN: 654 136 642
ABN: 68 654 136 642
Mobile: 0433 944 332

Vendor Details

Vendor: Lea Squadrito
Address: 9 Stem Street, Kurunjang Victoria 3337
Attention:
Phone:
Email: learose074@gmail.com

ACN:
ABN: N/A
Mobile: 0403655728

Vendor: Flavia Squadrito
Address: 441 Blackshaws Road, Altona North Victoria 3025
Attention:
Phone:
Email: flavia.squadrito@gmail.com

ACN:
ABN: N/A
Mobile: 0403475084

Property Details

Property: 9 Stem Street, Kurunjang Victoria 3337

Goods included: all fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings of a permanent nature

Goods excluded:

Sale Terms

Exclusive authority period: 90 days

Continuing authority period: 30 days from the end of the exclusive authority period

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 asking price: To Be Advised payable in 30, 45, 60, 90, 120 days

Agent's Estimate of Selling Price (ESP)

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: \$579,000 and \$619,000

Revised single amount: OR a range between: and

Agent's Commission (incl GST)

An amount equal to 2.00% (including GST) of the Sale Price.

Example

If sold at price of: \$619,000 Inclusive GST

Dollar amount of estimated commission: \$12,380

Including GST of \$1,125.45

Marketing expenses (incl GST)

Advertising: \$0 Other: \$0 Total: \$0

Marketing expenses are payable on: ☐ signing of this Authority OR ☐ written request

Agent: Vendor(s) Signature(s):


21/03/2022
Lucas Bourke


21/03/2022
Lea Squadrito


21/03/2022
Flavia Squadrito

Date: Mon 21 Mar 2022

TERMS OF APPOINTMENT

1. One Agency Melton's Entitlement to Commission

You agree to pay One Agency Melton the Commission on the terms of this Authority if the Property is sold:

- 1.1 by One Agency Melton during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by One Agency Melton during the continuing authority period; or
- 1.3 by One Agency Melton 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 One Agency Melton within the exclusive authority period and to whom the Property is sold, as a result of the introduction.

The Commission is due and payable by You on the Property being sold.

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. 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.

3. 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, One Agency Melton's exclusive authority period ends.

5.2 You may cancel the continuing authority period at any time by written notice to One Agency Melton.

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

4. Your Acknowledgements

You acknowledge:

- 4.1 being informed by One Agency Melton before signing this Authority that the Commission and Marketing Expenses are negotiable;
- 4.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 4.3 Commission is payable in accord with this Authority, if the Property is sold;
- 4.4 at the date of this Authority no other agent holds an exclusive authority for the sale of the Property;
- 4.5 One Agency Melton has relied on the information provided by You to prepare this Authority and One Agency Melton will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by One Agency Melton, as provided in this Authority;
- 4.6 being informed by One Agency Melton before signing this Authority that One Agency Melton have procedures for resolving complaints and disputes;
- 4.7 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.
- 4.8 the Marketing Expenses include file administration, editorial request, consultancy, advertisement placement/proofing, internet response and funding of media campaign;

5. Authority to Receive Notices

You authorise One Agency Melton 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.

6. Commission Sharing

You acknowledge that One Agency Melton 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 One Agency Melton to share such commissions, if requested by One Agency Melton.

7. Rebate

One Agency Melton 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. One Agency Melton 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. One Agency Melton must pay You any rebate One Agency Melton receives in relation to the sale of Your property. If One Agency Melton 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. Agent May Sign Contract

On Your written request, One Agency Melton may sign a contract of sale for the Property which contains terms of sale agreed to by You.

9. Right to Commission

You agree with One Agency Melton 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 One Agency Melton in connection with the sale of the Property.

10. 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 One Agency Melton, that person will procure the execution of a guarantee and indemnity in favour of One Agency Melton 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 One Agency Melton's legal practitioner.

11. Role as Stakeholder

If while a stakeholder One Agency Melton 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 One Agency Melton may retain out of the deposit moneys an amount equal to One Agency Melton's Commission and/or Marketing Expenses that One Agency Melton are then or will become entitled to and any other moneys that One Agency Melton are or will become entitled to by law in relation to the sale of the Property.

12. Dispute Resolution

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

13. 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 One Agency Melton has taken the amount in dispute, whichever is later.

14. One Agency Melton's Role

One Agency Melton will advertise, market and endeavour to sell the Property. You authorise One Agency Melton to instruct your legal practitioner or conveyancer to prepare a Sale of Land Act Section 32 Statement and a Contract of Sale and agree the content of either document and advise and agree other amendments or additions to either document as may be desired or required at any time. One Agency Melton may also complete a standard form Contract of Sale to record the sale of the Property as permitted by the Estate Agents Act or any amending legislation.

15. Collection and use of personal information

15.1 One Agency Melton may collect personal information in relation to You and use it in relation to selling the Property. One Agency Melton may provide it to others with whom One Agency Melton need to have contact in connection with performing One Agency Melton's role as estate agent.

15.2 One Agency Melton may also use Your personal information in connection with:

15.2.1 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;

15.2.2 to enable One Agency Melton to promote One Agency Melton's services and seek out potential purchasers;

15.2.3 to respond to enquiries received from Consumer Affairs Victoria and/or the REIV relating to this Authority and/or the sale of the Property.

15.3 You can contact One Agency Melton during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. One Agency Melton's contact details are incorporated in the Particulars of Appointment in this Authority.

15.4 If any part of Your personal information is not provided to One Agency Melton, then One Agency Melton may not be able to act for You and/or effectively perform One Agency Melton's role as estate agent.

15.5 One Agency Melton will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by One Agency Melton. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.OneAgencyMelton.com.au/privacy-policy>

GENERAL CONDITIONS

16. Vendor Obligations

16.1 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 One Agency Melton from the sum of the deposit paid or recovered.

16.2 If You fail to pay One Agency Melton any moneys due under this Authority within 30 days of receipt of One Agency Melton's invoice ("the due date for payment"), then if demanded by One Agency Melton 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.

16.3 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.

16.4 If You are a corporation or an incorporated association, and One Agency Melton 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 One Agency Melton's favour in a form acceptable to One Agency Melton's legal practitioner.

16.5 You irrevocably authorise One Agency Melton to deduct from any deposit moneys held by One Agency Melton the Commission, Marketing Expenses and any other money due to One Agency Melton pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.

16.6 If the Property is sold and no deposit moneys are held by One Agency Melton, You will pay the Commission, Marketing Expenses and any other money due to One Agency Melton pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.

16.7 If any deposit moneys are held by Your conveyancer or legal practitioner, You appoint One Agency Melton as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to One Agency Melton on demand the Commission, Marketing Expenses and any other money due to One Agency Melton 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 One Agency Melton request You to do so.

17. Marketing Expenses

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

18. GST

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

19. 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 One Agency Melton 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.

20. Definitions and Interpretation

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

- 20.1 "Act" means the Estate Agents Act 1980.
- 20.2 "Authority" means this document as signed by You and as may be varied from time to time.
- 20.3 "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.
- 20.4 "binding offer " means:
 - 20.4.1 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
 - 20.4.2 an enforceable contract of sale signed by You and the Purchaser at Your Reserve Price.For the purposes of clause 20.4.1 the offer must be in a contract of sale signed by the Purchaser and "Your Reserve Price" has the same meaning in clause 20.20.
- 20.5 "Commission " means the commission specified or calculated at the rate specified in the Particulars of Appointment.
- 20.6 "continuing authority period " means the number of days specified as such in the Particulars of Appointment commencing on expiry of the exclusive authority period.
- 20.7 "deposit moneys " has the same meaning as defined in the Sale of Land Act 1962.
- 20.8 "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.
- 20.9 "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.
- 20.10 "GST " means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- 20.11 "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 One Agency Melton 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 One Agency Melton in any way.
- 20.12 "One Agency Melton " means any member of the One Agency Melton network of estate agents.
- 20.13 "Marketing Expenses " means the advertising and other expenses of One Agency Melton specified in the Particulars of Appointment.
- 20.14 "person " includes a natural person, a corporation and an incorporated association.
- 20.15 "Purchaser " means any person to whom the Property is sold.
- 20.16 "REIV " means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 20.17 "sold " is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 20.18 "security " includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 20.19 "You " means the vendor named in the Particulars of Appointment.
- 20.20 "Your Price " means a price equal to or greater than Your Price stated in the Particulars of Appointment.
- 20.21 A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 20.22 If You or One Agency Melton comprise more than one person, the respective obligations are joint and separate.

AUTHORITY FOR ENQUIRIES AND OFFERS

WARNING

The Australian Consumer Law prohibits One Agency Melton as your Estate Agent making false or misleading representations about the price payable for the Property. If you have a price that you want for the Property at the time you list it for sale with One Agency Melton or during the sale campaign, please tell what it is. If during the sale campaign you change your price, please confirm the new price.

You authorise One Agency Melton to deal with enquiries or offers for the Property as follows:

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 the Property to me/us when you receive them, except for enquiries or offers in a contract of sale.

b) only written enquiries or offers in any form, other than a contract, no limitations

☐

* please refer all written enquiries or offers, you receive for the Property, not in a contract of sale, 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.

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

signed contract of sale and deposit required - no price requirement

☐

* please refer enquiries or offers in a contract of sale for the 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 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. The deposit may not be a deposit bond or bank guarantee if this box is not selected. (*complete).

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

☐

please inform all enquirers that as the Property is to be auctioned, I/we will not consider any offers or enquiries, whether or not in a contract of sale, made before the auction.

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 authority. If your vendor changes an authorisation, record their new authorisation on another of this form and when completed, dated and signed put in your sale file with your 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.

Agent Signature



21/03/2022

Lucas Bourke

Vendor(s) signature(s)



21/03/2022

Lea Squadrito



21/03/2022

Flavia Squadrito

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/landlord(s)

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
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Signature of Agent:



21/03/2022

Lucas Bourke

Signature of Vendor(s):



21/03/2022

Lea Squadrito



21/03/2022

Flavia Squadrito

CAV 80 (02/16)



consumer.vic.gov.au/estateagents