

EXCLUSIVE AGENCY SALE AUTHORITY - PARTICULARS OF APPOINTMENT

Agent Details

Agent Details

Agent: W54 Pty Ltd ATFT W54 Unit Trust T/A Woodards Sunbury & **ACN:** 645 577 493

Macedon Ranges

Address: 54 Evans Street, Sunbury Victoria 3429**Attention:** Jason Sheridan**Phone:** (03) 9744 2555**Mobile:** 0433 214 729**Email:** jsheridan@woodards.com.au

Vendor Details

Vendor: Sebastian Dennis Garcia**ACN:****Address:** 10 Rigby Court, Taylors Lakes Victoria 3038**ABN:** N/A**Attention:****Phone:****Mobile:****Email:** sebastiangarcia83@hotmail.com**Vendor:** Natalie Galea**ACN:****Address:** 10 Rigby Court, Taylors Lakes Victoria 3038**ABN:** N/A**Attention:****Phone:****Mobile:****Email:** natalie_fe@hotmail.com

Property Details

Property: 3 Essence Street, Diggers Rest Victoria 3427**Goods included:** As per Contract of Sale**Goods excluded:**

Sale Terms

Exclusive authority period: 120 days

Continuing authority period: 30 days

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 deposit and the sum of:

The property is being sold Private Sale

as:

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

Agent's Estimate of Selling Price

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: \$365,000 and \$385,000

Revised amount: xxxxxxxx OR a range between: \$340,000 and \$360,000

16/10/2023 14/09/2023

17/10/2023 17/10/2023

14/09/2023 14/09/2023

Agent's Commission (incl GST) Commission has been updated, refer to the revisions page.

An amount equal to 2.200% (including GST) of the Sale Price.

Example

If sold at price of: \$385,000 GST N/A

Dollar amount of estimated commission: \$8,470

Including GST of \$770.00

Marketing Expenses (Inc. GST)

Advertising: \$2,340.1 Other: \$0 Total: \$2,340.1

Marketing and Miscellaneous ☐ signing of this Authority OR ☐ written request

expenses are payable on:

Agent:

Vendor/s:



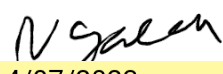
14/07/2023

Jason Sheridan



15/07/2023

Sebastian Dennis Garcia



14/07/2023

Natalie Galea

There is additional information on page 4 of this Authority

Date of Signing: Fri 14 Jul 2023

NG SC

16/10/2023 14/09/2023 17/10/2023 17/10/2023

J > JS N.G S.G

14/09/2023 14/09/2023

1. Woodards Sunbury & Macedon Ranges's Entitlement to Commission

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

- 1.1 by Woodards Sunbury & Macedon Ranges during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by Woodards Sunbury & Macedon Ranges during the continuing authority period; or
- 1.3 by Woodards Sunbury & Macedon Ranges to a person introduced to the Property before You signed this Authority; or
- 1.4 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by Woodards Sunbury & Macedon Ranges 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:

- 2.1 in the case of a sale by auction, 90 days after the date of the auction;
- 2.2 in any other case, 90 days after the date this Authority is signed by You or on Your behalf.

3. Continuing Authority Period

- 3.1 If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and:
 - 3.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled by You; and
 - 3.1.2 on the day it starts, Woodards Sunbury & Macedon Ranges's exclusive authority period ends.
- 3.2 You may cancel the continuing authority period at any time by written notice to Woodards Sunbury & Macedon Ranges.
- 3.2 Clause 1 continues to apply, if the continuing authority period is cancelled.

4. Your Acknowledgements

You acknowledge:

- 4.1 being informed by Woodards Sunbury & Macedon Ranges before signing this Authority 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 Woodards Sunbury & Macedon Ranges has relied on the information provided by You to prepare this Authority and Woodards Sunbury & Macedon Ranges will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Woodards Sunbury & Macedon Ranges, as provided in this Authority;
- 4.6 being informed by Woodards Sunbury & Macedon Ranges before signing this Authority that Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges to share such commissions, if requested by Woodards Sunbury & Macedon Ranges.

7. Rebate

Woodards Sunbury & Macedon Ranges 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. Woodards Sunbury & Macedon Ranges 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. Woodards Sunbury & Macedon Ranges must pay You any rebate Woodards Sunbury & Macedon Ranges receives in relation to the sale of Your property. If Woodards Sunbury & Macedon Ranges 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, Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges, that person will procure the execution of a guarantee and indemnity in favour of Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges's legal practitioner.

11. Role as Stakeholder

If while a stakeholder Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges may retain out of the deposit moneys an amount equal to Woodards Sunbury & Macedon Ranges's Commission and/or Marketing Expenses and any other expense or charge that Woodards Sunbury & Macedon Ranges has incurred on Your behalf that Woodards Sunbury & Macedon Ranges are then or will become entitled to and any other moneys that Woodards Sunbury & Macedon Ranges are or will become entitled to by law in relation to the sale of the Property.

12. Dispute Resolution

Woodards Sunbury & Macedon Ranges has procedures for resolving complaints and disputes arising from the operation of Woodards Sunbury & Macedon Ranges's 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 the client receiving an account for, or notice that Woodards Sunbury & Macedon Ranges has taken the amount in dispute, whichever is later.

14. Woodards Sunbury & Macedon Ranges's Role

Woodards Sunbury & Macedon Ranges will advertise, market and endeavour to sell the Property.

15. Collection and use of personal information

- 15.1 Woodards Sunbury & Macedon Ranges may collect personal information in relation to You and use it in relation to selling the Property. Woodards Sunbury & Macedon Ranges may provide it to others with whom Woodards Sunbury & Macedon Ranges need to have contact in connection with performing Woodards Sunbury & Macedon Ranges's role as estate agent.
- 15.2 Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges to promote Woodards Sunbury & Macedon Ranges'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 Woodards Sunbury & Macedon Ranges during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. Woodards Sunbury & Macedon Ranges'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 Woodards Sunbury & Macedon Ranges, then Woodards Sunbury & Macedon Ranges may not be able to act for You and/or effectively perform Woodards Sunbury & Macedon Ranges's role as estate agent.
- 15.5 Woodards Sunbury & Macedon Ranges will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Woodards Sunbury & Macedon Ranges. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.bradteal.com.au>

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 Woodards Sunbury & Macedon Ranges from the sum of the deposit paid or recovered.
- 16.2 If You fail to pay Woodards Sunbury & Macedon Ranges any moneys due under this Authority within 30 days of receipt of Woodards Sunbury & Macedon Ranges's invoice ("the due date for payment"), then if demanded by Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges's favour in a form acceptable to Woodards Sunbury & Macedon Ranges's legal practitioner.

- 16.5 You irrevocably authorise Woodards Sunbury & Macedon Ranges to deduct from any deposit moneys held by Woodards Sunbury & Macedon Ranges the Commission, Marketing Expenses and any other money due to Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges, You will pay the Commission, Marketing Expenses and any other money due to Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to Woodards Sunbury & Macedon Ranges on demand the Commission, Marketing Expenses and any other money due to Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges request You to do so.

17. Marketing and Miscellaneous Expenses

Unless otherwise stated in the Particulars of Appointment, You will pay the maximum amount of Marketing and/or Miscellaneous Expenses to Woodards Sunbury & Macedon Ranges on the signing of this Authority and in any event the Marketing and/or Miscellaneous Expenses will be payable on demand. When this Authority ends, Woodards Sunbury & Macedon Ranges will provide You with an itemised list of the Marketing and/or Miscellaneous Expenses and any State and Federal taxes expended or payable. Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges in respect of an acquisition from a third party to which Woodards Sunbury & Macedon Ranges 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 Woodards Sunbury & Macedon Ranges plus the GST payable in respect of that supply but only if Woodards Sunbury & Macedon Ranges's recovery from You is a GST taxable supply.

19. Acknowledgement of Vendor's asking price (No price provided)

To: Brad Teal Real Estate (and their representatives) ("the Agent")

Vendor Name/s:

Sebastian Dennis Garcia, Natalie Galea

("the Vendor")

Property address:

3 Essence Street, Diggers Rest Victoria 3427

("the Property")

The Vendor confirms that I/we have not since appointing the Agent advised (whether orally or in writing) the Agent an amount that the Vendor will accept as the selling price for the Property nor have I/we at this stage disclosed a reserve price for the sale of the Property at auction (if any auction date has been fixed).

20. 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 Woodards Sunbury & Macedon Ranges 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.

21. Definitions and Interpretation

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

- 21.1 "Act" means the Estate Agents Act 1980.
- 21.2 "Authority" means this document as signed by You and as may be varied from time to time.
- 21.3 "binding offer" means:
- 21.3.1 the 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
- 21.3.2 an enforceable contract of sale signed by You and the Purchaser at Your Price.
- For the purposes of clause 21.4.1 the offer must be in a contract of sale signed by the Purchaser and "Your Price" has the same meaning in clause 21.19.
- 21.4 "Commission " means the commission specified or calculated at the rate specified in the Particulars of Appointment.
- 21.5 "continuing authority period " means the number of days specified as such in the Particulars of Appointment commencing on expiry of the exclusive authority period.

- 21.6 "deposit moneys " has the same meaning as defined in the Sale of Land Act 1962.
- 21.7 "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.
- 21.8 "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.
- 21.9 "GST " means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- 21.10 "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 [Woodards Sunbury & Macedon Ranges](#) 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 [Woodards Sunbury & Macedon Ranges](#) in any way.
- 21.11 " [Woodards Sunbury & Macedon Ranges](#) " means any member of the [Woodards Sunbury & Macedon Ranges](#) network of estate agents.
- 21.12 "Marketing Expenses " means the advertising and other expenses of [Woodards Sunbury & Macedon Ranges](#) specified in the Particulars of Appointment and any other expenses incurred on Your behalf.
- 21.13 "person " includes a natural person, a corporation and an incorporated association.
- 21.14 "Purchaser " means any person to whom the Property is sold.
- 21.15 "REIV " means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 21.16 "sold " is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 21.17 "security " includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 21.18 "You " means the vendor named in the Particulars of Appointment.
- 21.19 "Your Price " means a price equal to or greater than Your Price stated in the Particulars of Appointment.
- 21.20 A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 21.21 If You or [Woodards Sunbury & Macedon Ranges](#) comprise more than one person, the respective obligations are joint and separate.

Rebate statement form approved by the Director in accordance with Section 48A and 49A of the *Estate Agents Act 1980*.

Important information for vendors/landlord(s)

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.

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:

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

Signature of Agent:



14/07/2023

Jason Sheridan

Signature of Vendor(s):



15/07/2023

Sebastian Dennis Garcia



14/07/2023

Natalie Galea

Vendor's Instructions in respect to offers to buy the Property

To: **Brad Teal Real Estate**

Re: Sale of 3 Essence Street, Diggers Rest Victoria 3427 (the Property)

Vendor's Instructions in respect to offers to buy the Property

The Vendor instructs **Brad Teal Real Estate**, as the Vendor's agent, to **NOT** advise me of any offers by prospective purchasers which are the following types of offers and I authorise you to advise prospective purchasers of my instructions to you.

I DO NOT want to receive the following types of offers from prospective purchasers:

- ☒ Offers by text message;
- ☒ Offers by email;
- ☒ Offers by letter (without a contract of sale);
- ☒ Offers with a Contract of Sale without a Deposit;

And if the property is to be auctioned, **I DO NOT** want to receive the following types of offers from prospective purchasers:

- ☒ Offers before the Auction without a contract of sale and a Deposit;
- ☒ Offers before the Auction with a contract of sale and a Deposit.

Deposit means a holding deposit of at least \$1,000 or such other deposit notified to the Agent by the Vendor from time to time.

The Vendor instructs the Agent to advise the Vendor of all other offers that are received other than those which the Vendor has elected not to receive.

The Vendor and Agent acknowledge that the Vendor may change these instructions at any time.

Signature of Agent:



14/07/2023

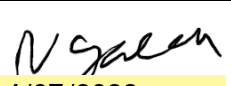
Jason Sheridan

Signature of Vendor/s:



15/07/2023

Sebastian Dennis Garcia



14/07/2023

Natalie Galea

FAQs- Vendor's Instructions in respect to offers to buy the Property**Q. Why should I not want to see all types of written offers?**

A. Under the new underquoting laws, if you obtain an written offer from a prospective purchaser and you reject the offer because the price is too low, the Agent must update the indicative selling price in the Statement of Information (available to all purchasers) so that the figure is not less than the price in the written offer. This may impact on the marketing campaign if, for example, an offer is made by text, but that offer is not genuine or if the offer is higher than the Agent's estimate selling price.

Q. Can I change the instruction at any time?

A. Yes, you can change the instructions given concerning offers at any time.

Q. What if I don't sign these instructions?

A. The Agent will inform you of all offers made on the property (whether formal offers with a contract of sale or not). If you reject the offer due to price, the agent will need to update the indicative selling price in the Statement of Information (available to all purchasers) within 1 business day of rejection of the offer.

Q. I have asked the Agent to put a price on advertisements concerning my property, how do written offers affect this request?

A. The Agent cannot put a price on any advertisement or tell a prospective purchaser of a selling price or likely selling price which is lower than:

- The Agent's estimate selling price in the authority (as updated from time to time); or
- The price in any written offer which is rejected by the Vendor (where the rejection is due to the price being too low).

Revisions - 3 Essence Street, Diggers Rest Victoria 3427

Revised: 14 Sep 23
The Estimate of Selling Price contained within the authority has ceased to be reasonable
Reason: Current market interest
The revised Estimate of Selling Price is: Range between \$350,000 and \$375,000

Revised: 14 Sep 23
Agent's Commission:
An amount equal to 2.200% (including GST) of the Sale Price.
Example
If sold at price of: \$375,000 GST N/A
Dollar amount of estimated commission: \$8,250
Including GST of \$750.00

Revised: 14 Sep 23
Marketing expenses

Advertising: \$2,340.1
Other: \$0
Total: \$2,340.1
Marketing expenses are payable on: Vendor to pay through Campaign Agent

Revised: 14 Sep 23
Agent's Commission:
An amount equal to 2.00% (including GST) of the Sale Price.
Example
If sold at price of: \$375,000 GST N/A
Dollar amount of estimated commission: \$7,500
Including GST of \$681.82

Revised: 16 Oct 23
The Estimate of Selling Price contained within the authority has ceased to be reasonable
Reason: Current market interest
The revised Estimate of Selling Price is: Range between \$340,000 and \$360,000

Revised: 16 Oct 23
Agent's Commission:
An amount equal to 2.00% (including GST) of the Sale Price.
Example
If sold at price of: \$360,000 GST N/A
Dollar amount of estimated commission: \$7,200
Including GST of \$654.55

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14/09/2023 14/09/2023