

**Stockdale & Leggo - Glenroy**

201 Glenroy Road,  
Glenroy, VIC 3046

P: 03 9306 0422

ABN: 51007346241



## Leasing & Management Authority

for

2/5 Apsley Street, Glenroy VIC 3046

This agreement is between **Stockdale & Leggo - Glenroy**  
and **Fouad El Jari**.

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ESSENTIAL PARTICULARS

Agent: (Us)

Mark Imbesi

201 Glenroy Road Glenroy, VIC 3046

Email: mimbesi@stockdaleleggo.com.au

ABN: 51007346241

Work Phone: 03 9306 0422

Company: Stockdale & Leggo - Glenroy

ACN:

Mobile: 0418 345 097

Client: (You)

Fouad El Jari

2/ 67 Leonard Avenue, Glenroy VIC 3046, Australia

Email: flints1@hotmail.com

ABN:

Work Phone:

Company:

ACN:

Mobile: 0404 191 189

Property:

2/5 Apsley Street, Glenroy VIC 3046

Exclusive Leasing Period:

60 days

Continuing Leasing Period:

60 days after expiry of the Exclusive Period

Fixed Management Period:

n/a

Rent:

\$500 per week

Security Bond:

\$ 2173 (1 month rent)

Services:

Refer to attached 'Schedule of Services'

Fees:

Refer to attached 'Schedule of Fees'

Urgent Repair Limit:

Stockdale & Leggo - Glenroy is authorised to undertake urgent repairs up to \$ 1800.00 - refer Clause 16.

AGREEMENT

The client appoints Stockdale & Leggo - Glenroy to perform the Services in respect of the Property in exchange for payment of the Fees and Charges subject to the conditions attached to this Authority and Stockdale & Leggo - Glenroy accepts that or any other fees and charges as may be agreed between the Client and Agent at any given time.

The Client verifies that the Client is the legal owner of the Property and all owners are listed above as the Client.

### Client Signature(s)

Landlord : **Fouad El Jari**



*Signed at Thu, 11/02/2021 10:02 , from device: iOS 14.4 iPhone Mobile Safari 14.0.3*

### Agent Signature(s)

Property Manager : **Mark Imbesi** on behalf of Stockdale & Leggo - Glenroy



*Signed at Thu, 11/02/2021 08:49 , from device: Windows 10 Other Chrome 88.0.4324*

### Important

- Stockdale & Leggo - Glenroy must give the Client a signed copy of this Authority when it is signed by the Client.
- Stockdale & Leggo - Glenroy must complete the details of the Services and the Fees before this Authority is signed.
- The attached Conditions form part of this Authority

AGENT FEES

These fees are based on a rent of \$500 per week.

Leasing Fee (to initial tenant or new tenant)

\_\_\_\_\_ % including GST of the \*Average Annual Rental.

or **calculated as follows:**

1.1 week rental including GST

Estimated Fee: \$550.00 including GST \$50.00 on leasing at \$2173 per calendar month

Lease Renewal Fee (to existing tenant in possession)

\_\_\_\_\_ % including GST of the \*Average Annual Rental.

or **calculated as follows:**

\$110.00 including GST

Estimated Fee: \$110.00 including GST \$10.00

Managing Fee

5.50% including GST of the \*Average Annual Rental.

or **calculated as follows:**

\_\_\_\_\_

Estimated Fee: \$119.52 per calendar month including GST \$10.87 on leasing at \$2173 per calendar month

Marketing Expenses

Refer to schedules of Marketing Expenses and Managing Expenses attached.

The Client acknowledges having been informed by Stockdale & Leggo - Glenroy, before signing this Authority that Stockdale & Leggo - Glenroy's Fees and the Marketing Expenses are subject to negotiation.

## SCHEDULE OF AGENT FEES

### Marketing

Internet Marketing	\$ 184.00 incl. GST		
Advertising Board	\$ 88.00 incl. GST	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Professional Photography (5 photos)	\$ 60.00 incl. GST		

### Financial Statements

Administation Fee	\$ 4.40 incl. GST per calendar month		
Monthly Statement Via Email	\$ 0.00 incl. GST	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Monthly Statement Via Post	\$ 0.00 incl. GST	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

### Service of Documents

Registered Post	\$ 5.30 incl. GST		
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### Tribunal Fees (if required)

Applications under \$15,000 Individual	\$ 65.30 incl. GST		
Applications over \$15,000 Individual	\$ 212.70 incl. GST		
Applications under \$15,000 Corporations	\$ 93.30 incl. GST		
Applications over \$15,000 Corporations	\$ 311.00 incl. GST		
Warrant of Possession From VCAT Individuals	\$ 114.00 incl. GST		
Warrant Of Possession from VCAT Corporations	\$ 162.90 incl. GST		
Warrant Of Possession Agent Attendance	\$ 121.00 incl. GST		
VCAT Preparation & Attendance Fee (PHONE HEARING DURING COVID-19)	\$ 110.00 incl. GST		
VCAT Preparation & Attendance Fee Broadmeadows	\$ 220.00 incl. GST		
VCAT Preparation & Attendance Fee Melbourne CBD	\$ 275.00 incl. GST		
Pet Hearings As Per VCAT Preparation & Attendance Fee	At Cost		
Car Parking	At Cost		

**Please note: Tribunal fees are subject to market changes and notices and applications must be served by registered post.**

**Additional Fees**

Registered Post	\$ 5.00 incl. GST
Handling of Insurance Claims	\$ 110.00 incl. GST
Annual Smoke Alarm Maintenance	At Cost
Carbon Monoxide Testing	At Cost
Goods Left Behind Inspection (DURING COVID-19)	\$ 110.00 incl. GST
Key Cutting	At Cost

**Supervision of capital improvements over the value of \$2,000 will incur a fee of 11% incl. GST of the total works invoiced.**

**Client Signature(s)**

Landlord : **Fouad El Jari**



*Signed at Thu, 11/02/2021 10:06 , from device: iOS 14.4 iPhone Mobile Safari 14.0.3*

*Stockdale & Leggo - Glenroy reserves the right to increase fees from time to time in accordance with movements in market prices.*

## AGENT SERVICES

### LEASING & MANAGING YOUR PROPERTY

Stockdale & Leggo - Glenroy agrees to perform the Agent Services for the Client in exchange for the Agent Fees identified in this Authority.

#### Appraisal of your property

- Inspect the Property and provide a written rental market appraisal and recommend any improvements to enhance value and attract the best Tenant.

#### Marketing of Your Property for Lease

- Marketing of the Property on at least the following internet sites:  
[www.realestate.com.au](http://www.realestate.com.au)  
[www.domain.com.au](http://www.domain.com.au)
- Marketing of the Property on the Stockdale & Leggo - Glenroy Rental List displayed in Stockdale & Leggo - Glenroy offices and provide to prospective tenants and corporate relocation agencies.
- Conducting advertised "open for inspections" as necessary.
- Conducting private appointments with prospective tenants as required.
- Recommend ways to maximise the appeal of the Property to prospective tenants.
- Arrange preparation/display of "for lease" signs.
- Promote the Property to the database of prospective tenants maintained by Stockdale & Leggo - Glenroy.
- Provide regular reports on prospective tenant interest.

#### Tenant Selection

- Obtaining a fully completed tenancy application form from all interested parties.
- Processing and reference checking of all applications to verify details including past/present tenancy references and employment history. Including full tenancy database search to establish each prospective tenant's suitability, if indicated on Schedule of Agent Fees.
- Submit prospective tenant offers and recommendations.
- Tenant selection in consultation with the Client and negotiation of favourable lease terms, rent

levels and special conditions if required with both the Client and the Tenant.

- Brief the Tenant on obligations under the Lease and obtaining first month's rent and bond to secure the Property.
- Prepare any required Condition Report at the start of the Lease.
- Take digital photographs and/or video of the Property indicating location of smoke alarms and other features requiring regular inspection.

#### Preparation of Documentation

- Preparation of lease documentation or providing details for the advisors to the Client to prepare and adding special conditions if required.
- Condition Report and internal & external photographs documenting the condition on commencement of the Lease.
- Preparation of any applicable Residential Tenancies Bond Lodgement Form (bond monies to be lodged with the RTBA within 10 days).
- Provide the Tenant with a statement in writing advising after hours emergency contact numbers for urgent repairs and the authorised urgent repair limit as required by the Residential Tenancies Act or Retail Leases Act (if applicable).

#### Managing Your Property

- Collect monthly Rent and provide the Client with monthly statement/tax invoice (by email or mail) detailing all income & expenditure and electronically depositing funds into nominated accounts. Payments of GST to Australian Tax Office as required. Email statements preferred.
- Pay all regular and authorised outgoings from Rent including rates, water, Owners Corporation, regular garden maintenance, etc.
- Arrange for appropriate contractors to carry out periodic inspections on behalf of the Client.
- Arrange necessary repairs, maintenance and quotes using qualified and experienced tradespeople. Alternatively use tradespeople nominated by the Client. Stockdale & Leggo - Glenroy will only pay tradespeople who supply a valid ABN and Insurance.
- Conduct regular routine inspections of the Property each year and provide a report in writing in any form on the cleanliness, presentation and recommended immediate and future maintenance required on the Property.

- Notify the Client of any breach of the Lease or any significant damage/accident to the Property.
- Negotiation of lease renewals and serving rent increase documentation for any existing Lease.
- Careful management of any rental arrears and service of any applicable VCAT notices within required time frame or as instructed by the Client.
- Complete all documentation pertaining to a change of the Tenant during the course of a Lease.
- Providing end of financial year statement detailing total revenue and expenses.

### **Finalising the Lease**

- Conducting final inspection to ensure the Property is in an acceptable condition as reflected by any applicable Condition Report with exception of normal "fair wear and tear" in accordance with the Residential Tenancies Act or Retail Leases Act (if applicable).
- Complete and lodge any applicable Bond claim form where both parties have agreed on disbursement.
- If a dispute arises in bond allocation at the end of the Lease Stockdale & Leggo - Glenroy will prepare all applicable tribunal documentation and representation on behalf of the Client at Victorian & Civil Administrative Tribunal if required.

### **Disclaimer**

- The Client acknowledges and agrees that Stockdale & Leggo - Glenroy is entitled to rely on the accuracy and completeness of all information provided by the Client or the advisors to the Client relating to the Property. Stockdale & Leggo - Glenroy shall not be obliged to check or verify the accuracy or completeness of any information provided by the Client or on behalf of the Client.
- While Stockdale & Leggo - Glenroy will perform and provide the Agent Services with reasonable professional skill and care Stockdale & Leggo - Glenroy shall not be liable to the Client or any third party for any inaccurate or incomplete information particulars or documents provided by or in relation to any tenant.
- Unless Stockdale & Leggo - Glenroy is given notice of any Dangerous Condition in the Property Stockdale & Leggo - Glenroy shall not be liable to the Client or any tenant or any third party for any loss or damage to property or

personal injury arising from or related to the Dangerous Condition.

- This Authority authorises Stockdale & Leggo - Glenroy to act as an agent on behalf of the Client. As such the Client shall remain vicariously liable for any act matter or thing done or omitted to be done by Stockdale & Leggo - Glenroy while acting on behalf of the Client pursuant to this Authority.
- The Client indemnifies Stockdale & Leggo - Glenroy against any loss damage or personal injury incurred by any tenant or third party arising from the lease use or enjoyment of the Property except to the extent that such loss damage or injury is caused by any act neglect or default on the part of Stockdale & Leggo - Glenroy pursuant to the duties and obligations imposed on Stockdale & Leggo - Glenroy by this Authority.

## AGREEMENT

### 1. Our Commitment

- 1.1 **Agent Services** - Stockdale & Leggo - Glenroy will perform and provide the Agent Services:
  - 1.1.1 With reasonable professional skill and care and in good faith with regard to interest of the Client in the Property.
  - 1.1.2 With the diligence expected of a professional estate agent.
  - 1.1.3 In compliance with all applicable laws, good estate management and Professional Conduct Rules of Real Estate Institute of Victoria.
  - 1.1.4 In accord with any deadline or timing reasonably required by the Client.
- 1.2 **Other Advisors** - Stockdale & Leggo - Glenroy shall co-operate with any other professional advisors instructed by the Client in relation to the Property whose names have been notified to Stockdale & Leggo - Glenroy and supply to them promptly at the reasonable expense of the Client all such information concerning the Property as they shall reasonably request.

### 2. Our Fees

- 2.1 The Client authorises Stockdale & Leggo - Glenroy to deduct the Agent Fees and Charges from any Rent received for the Property.
- 2.2 This Authority may only be modified with the written consent of the authorised officer of Stockdale & Leggo - Glenroy.
- 2.3 If any Tenant fails to take occupation of the Property and the Client is entitled to any forfeited Rent the Client will take all reasonable steps to recover any such money from the Tenant and/or any other person who may be liable for payment.
- 2.4 If the Property is leased and no Rent is received by Stockdale & Leggo - Glenroy the Client will pay all Agent Fees and Charges to Stockdale & Leggo - Glenroy on demand.
- 2.5 Any moneys payable by the Client to Stockdale & Leggo - Glenroy which remain unpaid thirty days after Stockdale & Leggo - Glenroy issues an invoice shall be deemed to be overdue and attract interest at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983. Interest shall be calculated on the amount overdue from time to time calculated from the date of invoice until paid in full.

### 3. Leasing Property

If requested by the Client Stockdale & Leggo - Glenroy shall use best endeavours to lease the Property for the Client and in exchange the Client shall pay the Agent Fees if the Property is leased:

- 3.1 During the Exclusive Leasing Period by Stockdale & Leggo - Glenroy or by any other person.
- 3.2 During the Continuing Leasing Period by Stockdale & Leggo - Glenroy.
- 3.3 To a person introduced to the Property by Stockdale & Leggo - Glenroy before the signing of this Authority or
- 3.4 Within four calendar months after expiry of the Authority Period for the Rent to a person Introduced to the Property within the Authority Period as a result of the introduction by Stockdale & Leggo - Glenroy.
- 3.5 If Stockdale & Leggo - Glenroy leases the Property during the Authority Period the Client authorises Stockdale & Leggo - Glenroy to subsequently release the Property to any Tenant or any transferee or any new Tenant and the Client shall pay Stockdale & Leggo - Glenroy the appropriate Agent Fees notwithstanding that the Authority Period may have expired.
- 3.6 If the Property is not leased during the Authority Period or the Continuing Leasing Period the Client appoints Stockdale & Leggo - Glenroy to lease the Property on a non-exclusive basis for a further Continuing Leasing Period.

### 4. Marketing Expenses

Unless expressed to the contrary in this Authority the Client shall pay the maximum amount of Marketing Expenses to Stockdale & Leggo - Glenroy on signing this Authority and in any event any Marketing Expenses will be due and payable to Stockdale & Leggo - Glenroy on demand. Stockdale & Leggo - Glenroy shall provide the Client with an itemised list of Marketing Expenses incurred as reasonably required by the Client.

### 5. Managing Property

The Client appoints Stockdale & Leggo - Glenroy to manage the Property for the duration of this Authority or any period during which Stockdale & Leggo - Glenroy manages the Property.

### 6. Property

- 6.1 The Client acknowledges that Stockdale & Leggo - Glenroy will be relying on the truth,

accuracy and completeness of all information provided by the Client in respect to the Property.

- 6.2 Stockdale & Leggo - Glenroy shall not be responsible or liable to the Client to verify the truth, accuracy and completeness of any information provided by the Client in respect to the Property.
- 6.3 The Client shall notify Stockdale & Leggo - Glenroy as soon as possible following any change to or receipt of additional information relevant to the leasing and/or management of the Property.
- 6.4 The Client acknowledges to and agrees with Stockdale & Leggo - Glenroy that there is no patent or latent defect in the Property which would amount to a Dangerous Condition.
- 6.5 The Client acknowledges to and agrees with Stockdale & Leggo - Glenroy that if at any time the Client becomes aware of any Dangerous Condition the Client shall give to Stockdale & Leggo - Glenroy prompt notice in writing of the Dangerous Condition.
- 6.6 If Stockdale & Leggo - Glenroy advises the Client of any potential or actual defect with the Property that advice shall be deemed sufficient notice to the Client of a Dangerous Condition.
- 6.7 The client agrees to notify insurer's or interested financial institutions that the subject property is being tenanted.

## 7. Indemnity

- 7.1 The Client indemnifies Stockdale & Leggo - Glenroy against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by Stockdale & Leggo - Glenroy arising from any proceeding against Stockdale & Leggo - Glenroy where such loss or liability was caused or contributed to by:
  - 7.1.1 A breach of any obligations under this Authority by the Client.
  - 7.1.2 Any wilful, unlawful or negligent act or omission by the Client.
  - 7.1.3 Any failure by the Client to provide full accurate and complete information about the Property.
- 7.2 Stockdale & Leggo - Glenroy shall not be liable to the Client for any act or omission of any person engaged by the Client and the Client shall indemnify Stockdale & Leggo - Glenroy against any liability, claim, damage, loss, cost and expense (including reasonable legal costs

and expenses) arising from or incurred in connection with such loss, act or omission.

## 8. Personal Information

- 8.1 Stockdale & Leggo - Glenroy will comply with the Australian Privacy Principles in all dealings with the Client.
- 8.2 Stockdale & Leggo - Glenroy may need to collect personal information about the Client and the Client consents to Stockdale & Leggo - Glenroy using any such personal information in order to:
  - 8.2.1 Provide the Agent Services offered by Stockdale & Leggo - Glenroy.
  - 8.2.2 Market the Property and maintain a client relationship with the Client.
  - 8.2.3 Secure agreements with the Client or third parties to provide goods or services.
- 8.3 The Client also consents to Stockdale & Leggo - Glenroy disclosing personal information of the Client to:
  - 8.3.1 Any credit provider or credit reporting agency for the purpose of obtaining information about the consumer or commercial credit or business history of the Client or the commercial activities or credit worthiness of the Client.
  - 8.3.2 The service providers, contractors and affiliated companies of Stockdale & Leggo - Glenroy from time to time to help improve and market the Agent Services of Stockdale & Leggo - Glenroy to the Client.
- 8.4 The Client has the right to access personal information held by Stockdale & Leggo - Glenroy about the Client and to have any personal information corrected.
- 8.5 Stockdale & Leggo - Glenroy will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Stockdale & Leggo - Glenroy. The Privacy Policy and the Privacy Collection Notice can be viewed on Stockdale & Leggo - Glenroy website or a copy can be made available on request.

## 9. Transfer and Delegation

- 9.1 Stockdale & Leggo - Glenroy may transfer this Authority to another licensed estate agent as part of the sale of any part of the business of Stockdale & Leggo - Glenroy by giving written notice to the Client. If the Client does not object in writing to the transfer within fourteen days of

posting the notice to the Client then the transferee of Stockdale & Leggo - Glenroy shall be deemed to have the benefit of this Authority as if named as Stockdale & Leggo - Glenroy in all respects and The Client will be bound to the transferee as if named as Stockdale & Leggo - Glenroy in all respects.

- 9.2 The Client consents to Stockdale & Leggo - Glenroy delegating any of the functions of Stockdale & Leggo - Glenroy pursuant to this Authority from time to time. Any delegation shall be made by Stockdale & Leggo - Glenroy in its capacity as its agent and not as principal in its own right. If Stockdale & Leggo - Glenroy delegates a function pursuant to this Authority Stockdale & Leggo - Glenroy shall not remain liable for performance of that function.

## 10. Security

- 10.1 The Client charges the Property with the payment of all Agent Fees and Charges properly incurred and payable to Stockdale & Leggo - Glenroy which remain unpaid thirty days after the date of issue of any invoice. Stockdale & Leggo - Glenroy shall have the benefit of the charge until all moneys due and payable to Stockdale & Leggo - Glenroy are paid in full.
- 10.2 Stockdale & Leggo - Glenroy shall have a lien over all the documents and other property of the Client in the possession or control of Stockdale & Leggo - Glenroy so long as any moneys remain due and payable to Stockdale & Leggo - Glenroy pursuant to this Authority.

## 11. Termination

- 11.1 Stockdale & Leggo - Glenroy may cancel this Authority without reason by giving the Client thirty days written notice at any time.
- 11.2 If the Client does not provide Stockdale & Leggo - Glenroy with adequate funds, instructions and/or documents to enable Stockdale & Leggo - Glenroy to perform the Agent Services in the manner contemplated by this Authority Stockdale & Leggo - Glenroy may cancel this Authority immediately by giving the Client written notice.
- 11.3 If the Client revokes the Power of Attorney incorporated in this Authority or does not promptly confirm any matter on request by Stockdale & Leggo - Glenroy or does not pay or reimburse Stockdale & Leggo - Glenroy on

demand for any Agent Fees and Charges reasonably incurred by Stockdale & Leggo - Glenroy as contemplated in this Authority Stockdale & Leggo - Glenroy may cancel this Authority immediately by written notice to the Client.

- 11.4 If Stockdale & Leggo - Glenroy cancels this Authority the Client shall immediately on written demand pay or reimburse all Agent Fees and Charges and other costs incurred by Stockdale & Leggo - Glenroy including accruing interest.
- 11.5 The Client may cancel this Authority at any time after any Exclusive Leasing Period on giving not less than one calendar month prior written notice, If the Client has agreed to a Fixed Management Period and the request to cancel falls within the period of a Fixed Term Lease then the Client may only cancel this Authority on payment of liquidated damages equivalent to six months of the Agent's Fees payable for management of the Property.

## 12. Power of Attorney

- 12.1 The Client appoints the officer in effective control of the officer from time to time and/or the representative of Stockdale & Leggo - Glenroy who manages the Property from time to time as attorney to engage appropriate contractors and/or suppliers to carry out any necessary work and/or provide any necessary goods to repair and/or maintain the Property and/or comply with any law affecting the Property.
- 12.2 The Client shall pay or reimburse Stockdale & Leggo - Glenroy on demand for any expense that Stockdale & Leggo - Glenroy properly incurs acting as attorney for the Client.
- 12.3 The Client shall promptly ratify and confirm any act, matter or thing done by Stockdale & Leggo - Glenroy as attorney for the Client on written request by Stockdale & Leggo - Glenroy.
- 12.4 The Client acknowledges that if the Client revokes this power of attorney Stockdale & Leggo - Glenroy may cancel this Authority.

## 13. Agent to Sign

- 13.1 The Client authorises Stockdale & Leggo - Glenroy to sign any lease on behalf of the Client which has been prepared by Stockdale & Leggo - Glenroy or the Client's lawyer in

which other conditions are included that may be reasonably required for leasing the Property.

- 13.2 The Client authorises Stockdale & Leggo - Glenroy to sign on behalf of the Client any notice or other document relating to the lease of the Property for the purpose of performing the Agent Services.

#### 14. Rebate Statement

Stockdale & Leggo - Glenroy 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. It is illegal for Stockdale & Leggo - Glenroy to keep any rebate it receives for advertising or other outgoings purchased on your behalf. Section 48A of the Estate Agents Act 1980 requires Stockdale & Leggo - Glenroy to immediately pay you any rebate it receives in relation to the sale management or leasing of your property. Stockdale & Leggo - Glenroy 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. If Stockdale & Leggo - Glenroy 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](http://www.consumer.vic.gov.au)

#### 15. Commission Sharing

Stockdale & Leggo - Glenroy may share commission with any of its employees who is an estate agent or agent's representative, or with an estate agent who is a business partner of Stockdale & Leggo - Glenroy or appointed on a conjunctual basis.

#### 16. Residential or Retail Lease

If any lease of the Property is subject to the Residential Tenancies Act 1997 or the Retail Leases Act 2003 (both as amended from time to time) the Client acknowledges that the Tenant may be permitted to arrange for urgent repairs to the Property for which the Client will be liable. The Client authorises Stockdale & Leggo - Glenroy to arrange for urgent repairs up to the Repair Limit without reference to the Client.

#### 17. Dispute Resolution

- 17.1 Stockdale & Leggo - Glenroy has adopted procedures for resolving any complaint or dispute arising from the operation of its business. If a complaint or dispute arises the

Client shall be entitled to invoke the dispute procedure.

- 17.2 Any complaint relating to the payment of Agent Fees and Charges can be made to the Director, Consumer Affairs Victoria. Consumer Affairs Victoria cannot deal with any dispute concerning Agent Fees and Charges unless it is given notice of the dispute within twenty-eight days of the Client receiving an invoice from Stockdale & Leggo - Glenroy.

#### 18. Client Acknowledgement

The Client acknowledges that:

- 18.1 Any Marketing Expenses that Stockdale & Leggo - Glenroy incurs pursuant to this Authority will be payable irrespective of whether the Property is leased and at the discretion of Stockdale & Leggo - Glenroy on signing this Authority or on written demand or by deduction from any Rent received by Stockdale & Leggo - Glenroy.
- 18.2 Only those Agent Services identified in the Schedule of Agent Services apply to this Authority.
- 18.3 The Client has received an electronic copy of this Authority immediately after all parties have signed the Authority.
- 18.4 The Client has received a Privacy Act APP Privacy Policy statement when signing this Authority.
- 18.5 Before signing this Authority Stockdale & Leggo - Glenroy has advised the Client that Stockdale & Leggo - Glenroy has procedures in place for resolving any complaint or dispute. The Client will comply with those procedures to help resolve any complaint or dispute.
- 18.6 The Client must scroll through and view each page of this Authority before being able to sign it.

#### 19. Client Obligations

The Client agrees to:

- 19.1 Obtain the consent of any third party required to lease the Property and/or ratify any matter Stockdale & Leggo - Glenroy undertakes as attorney for the Client.
- 19.2 Pay Stockdale & Leggo - Glenroy all Agent Fees and Charges (including any GST) and permit Stockdale & Leggo - Glenroy to deduct all such sums from money received

by Stockdale & Leggo - Glenroy which may be due to the Client.

## 20. Unavoidable Delay

20.1 Stockdale & Leggo - Glenroy shall not be responsible to the Client or any Tenant for any delay in performance of the Agent Services due to any cause beyond the control of Stockdale & Leggo - Glenroy including act of God, war, terrorism, civil commotion, riot, embargo, order or regulation of government of any relevant jurisdiction, fire, flood, strike, lock-out, labour difficulty, shortage of or inability to obtain any goods or services.

20.2 Nothing in this provision will limit or exclude the responsibility of the Client under this Authority to promptly diligently and fully pay Stockdale & Leggo - Glenroy any moneys which have become due and payable to Stockdale & Leggo - Glenroy.

## 21. General

21.1 This Authority is subject to and shall be construed in accord with the laws in the State of Victoria.

21.2 The Client agrees that this Authority shall be governed and construed according to the laws of the State of Victoria and shall submit to the exclusive jurisdiction of the Courts in the State of Victoria.

21.3 The Client may not transfer any right or entitlement conferred on the Client by this Authority to any third party. The rights and entitlements shall remain personal to the Client.

21.4 Any provision in this Authority that is void, voidable, unenforceable, invalid or illegal and would not be so if one or more words were omitted then those words shall be severed and if that cannot be done the entire provision shall be severed from this Authority without affecting the validity or enforceability of the remaining provisions of this Authority.

21.5 Nothing in this Authority shall be construed or interpreted as constituting the relationship of partners, joint venturers or fiduciaries between the Client and Stockdale & Leggo - Glenroy.

21.6 This Authority constitutes the entire agreement between the Client and Stockdale & Leggo - Glenroy in respect of the Property and supersedes any previous agreement,

understanding and/or negotiation on that subject matter.

21.7 No right under this Authority shall be deemed to be waived except by written notice signed by the duly authorised officer of Stockdale & Leggo - Glenroy. A waiver made by Stockdale & Leggo - Glenroy shall not prejudice any right in respect of any subsequent breach of the same or any other obligation imposed on the Client.

21.8 Any failure by Stockdale & Leggo - Glenroy to enforce any provision of this Authority or any forbearance, delay or indulgence granted by Stockdale & Leggo - Glenroy shall not be construed as a waiver.

21.9 The provisions of this Authority which are capable of having effect after termination of this Authority shall remain in full force and effect following the expiry or termination of this Authority.

21.10 In the absence of any written agreement to the contrary the terms of this Authority shall apply to any other services provided by Stockdale & Leggo - Glenroy to the Client and to any other property of the Client entrusted to Stockdale & Leggo - Glenroy.

## 22. Interpretation

In this Authority, unless the contrary intention appears:

22.1 Clause headings are for ease of reference only and shall not be relevant to interpretation;

22.2 A reference to a clause number is a reference to its provisions;

22.3 Words in the singular number include the plural and vice versa;

22.4 Words importing a gender include any other gender;

22.5 Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

22.6 Monetary references are references to Australian currency unless expressed to the contrary;

22.7 A reference to two or more elements parts or things and/or reference to "including" shall be inclusive but not exhaustive.

22.8 Each of the provisions in this Authority shall be construed as a separate and independent provision.

22.9 A reference to a document or agreement including this Authority shall include a reference to that document or agreement as novated altered or replaced from time to time.

## 23. Definitions

Unless inconsistent with the context of this Authority the terms used in this Authority shall have the meanings attributed to them.

23.1 Agent includes Stockdale & Leggo - Glenroy and any licensed agent or agent representative employed by Stockdale & Leggo - Glenroy and any transferee of the business of Stockdale & Leggo - Glenroy.

23.2 Authority Period means the term of this Authority pending cancellation by notice in writing by the Client to Stockdale & Leggo - Glenroy or 30 days after any Exclusive Leasing Period whichever is the longer period.

23.3 Average Annual Rental means an amount equal to or greater than the rental stated in the Essential Particulars or the rental at which the Client signs a lease (even if less than the rental stated in the Essential Particulars).

23.4 Client means the client on behalf of whom Stockdale & Leggo - Glenroy is authorised to perform the Agent Services in respect of the Property.

23.5 Dangerous Condition means any patent or latent physical defect in the Property which may injure any person on the Property or any adjacent property.

23.6 Agent Fees and Charges means the commission for leasing and/or managing the Property and includes all Marketing Expenses and other moneys payable by the Client to Stockdale & Leggo - Glenroy pursuant to this Authority.

23.7 Introduced to the Property means to be made aware that the Property is available for lease from whatever source. A person shall be deemed to have been introduced to the Property by Stockdale & Leggo - Glenroy if the person becomes aware that the Property is available for leasing as a result of viewing, hearing or reading any advertisement of any kind or medium or other literature referring to the availability of the Property for lease that is connected with us.

23.8 Lease includes an agreement to lease and/or any heads of agreement offer to lease or any other commitment to lease the Property (whether or not legally binding on the Client or any Tenant).

23.9 Manage means managing the Property and/or the collection of rent, outgoings and other moneys payable by a Tenant in any way connected with the Property.

23.10 Marketing Expenses includes all advertising expenses and outgoings relating to promotion of the Property for lease.

23.11 Person includes a corporation, partnership, trust, institution and any other group of persons or any agent or associate of a person or any person appointed by the original person to take the place of the original person.

23.12 Rent means any amount less than or equal to or greater than the rent expressed in this Authority or the rent at which the Client signs a Lease even if less than the rent expressed in this Authority.

23.13 Property means the property identified in this Authority and means real estate as defined in the Estate Agents Act 1980 (as amended from time to time) and includes any other property entrusted to Stockdale & Leggo - Glenroy by the Client for Stockdale & Leggo - Glenroy to provide the Agent Services.

23.14 Tenant means any person to whom the Property is leased or to whom the Property is agreed to be leased.

## **PRIVACY ACT 1988**

### **APP PRIVACY POLICY**

If the Client is an individual, then on the Client (or in appropriate circumstances on the attorney under power or other person acting as agent for the Client) signing this Authority the Client consents to Stockdale & Leggo - Glenroy collecting, holding, using, and disclosing personal information for the primary purpose and secondary purposes incorporated in this policy. The consent will continue until the Client (or in appropriate circumstances the attorney under power or other person acting as agent for the Client) inform Stockdale & Leggo - Glenroy that the consent of the Client is terminated notwithstanding this Authority has come to an end.

The kinds of personal information Stockdale & Leggo - Glenroy will collect and hold are the name, address, contact details, bank account details, credit and/or debit card details and landlord and other relevant insurance details, and if appropriate or required, any power of attorney details or details of any person acting as agent for the Client.

Stockdale & Leggo - Glenroy will collect your personal information from the Client (or if it is appropriate in the circumstances, from any attorney under power or other person acting as agent for the Client). Stockdale & Leggo - Glenroy will hold all personal information in hard copy and/or in electronic form.

The primary purpose is: acting for the Client in connection with the Lease of the Property and also in connection with and in relation to the management and upkeep of the Property including its fixtures and fittings.

The secondary purpose is: providing details of the leasing and/or management of the Property to the REIV or [realestateview.com.au](http://realestateview.com.au) Ltd or [commercialview.com.au](http://commercialview.com.au) Ltd or any other residential or commercial lease database to enable any or all of them to collect and/or disseminate details of the letting and management of real estate; to enable Stockdale & Leggo - Glenroy to promote its services and/or seek out potential clients; responding to enquiries received from Consumer Affairs Victoria and/or the REIV in connection with the leasing and management of the Property; direct marketing and telemarketing; complying with the law and/or any future transfer of this Authority.

Stockdale & Leggo - Glenroy can be contacted between 9.00am and 5.00pm Monday to Friday (excluding public holidays) to provide the Client with access (or in

appropriate circumstances to any attorney under power or other person acting as agent for the Client) to update or seek correction of any personal information. The contact details for Stockdale & Leggo - Glenroy are on the first page of this Authority.

If the Client considers Stockdale & Leggo - Glenroy has breached the Australian Privacy Principles the Client (or in appropriate circumstances any attorney under power or other person acting as agent for the Client) may complain to Stockdale & Leggo - Glenroy by letter, fax or email. Stockdale & Leggo - Glenroy will promptly consider a complaint and attempt to resolve it in a timely manner. If Stockdale & Leggo - Glenroy is unable to resolve a complaint the Client may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au).

At the date of this Authority Stockdale & Leggo - Glenroy expects that it is unlikely to need to disclose any personal information to any overseas recipient.

The main consequences for the Client if any part of any personal information is not provided is that Stockdale & Leggo - Glenroy may not be able to act for the Client or effectively perform the Agent Services as estate agent for the Client.

## **IMPORTANT INFORMATION**

A regular inspection of a property by a qualified building inspector is recommended to identify any structural or other defects. Stockdale & Leggo - Glenroy is not qualified to undertake such an inspection and cannot accept responsibility to ensure that any property is safe and meets building and Council regulations and to minimise the risk of injury or loss arising from any defect.

If you have not authorised Stockdale & Leggo - Glenroy to arrange a smoke detector service you are responsible for ensuring that any smoke alarm installed at the property is correctly located and maintained in correct working order. Stockdale & Leggo - Glenroy cannot accept responsibility for the maintenance of any smoke alarm in such circumstances.

If you have not authorised Stockdale & Leggo - Glenroy to arrange a gas testing service you are responsible for ensuring that any gas testing is conducted at the property on a regular basis and that all gas appliances are maintained in correct working order. Stockdale &

Leggo - Glenroy cannot accept responsibility for the maintenance of any gas appliances in such circumstances.

This Authority has been prepared by McKean Park Lawyers for Stockdale & Leggo - Glenroy. Any amendment to the terms of this Authority should be made by hand and initialled to avoid any confusion or uncertainty as to the intended terms of this Authority.

## **DISCLAIMER**

*The contents of this Authority are of a general nature only and may be liable to misinterpretation by users in particular circumstances. Before utilising this Authority you should make independent enquiry as to the full scope and impact of this Authority. iProperty Express Pty Ltd makes no representation as to the quality or accuracy of any information incorporated in this Authority. iProperty Express Pty Ltd disclaims any liability for any loss or damage caused by any person(s) relying on any information incorporated in this Authority.*

## AUDIT TRAIL

### Fouad El Jari (Landlord)

- Thu, 11/02/2021 08:49 - Invite sent to Fouad El Jari
- Thu, 11/02/2021 09:59 - Fouad El Jari clicked 'start' button to view the Leasing & Management Authority (*iOS 14.4 iPhone Mobile Safari 14.0.3, IP: 194.223.53.113*)
- Thu, 11/02/2021 10:02 - Fouad El Jari signed the Leasing & Management Authority (EssentialParticularsSignature on first page; ) (*iOS 14.4 iPhone Mobile Safari 14.0.3, IP: 194.223.53.113*)
- Thu, 11/02/2021 10:06 - Fouad El Jari signed the Leasing & Management Authority (ScheduleOfFeesSignature in the middle of document; ) (*iOS 14.4 iPhone Mobile Safari 14.0.3, IP: 194.223.53.113*)
- Thu, 11/02/2021 10:15 - Fouad El Jari submitted the Leasing & Management Authority (*iOS 14.4 iPhone Mobile Safari 14.0.3, IP: 194.223.53.113*)

### Mark Imbesi (Property Manager)

- Thu, 11/02/2021 08:49 - Mark Imbesi stamped saved signature the Leasing & Management Authority (EssentialParticularsSignature on first page; ) (*Windows 10 Other Chrome 88.0.4324, IP: 101.182.69.126*)
- Thu, 11/02/2021 08:49 - Mark Imbesi submitted the Leasing & Management Authority (*Windows 10 Other Chrome 88.0.4324, IP: 101.182.69.126*)

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## AGREEMENT END

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