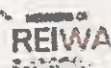


Selling agency agreement residential: exclusive agency



An agreement between the Agent and the seller ("the Agreement") authorising the Agent to offer the Property for sale on the following terms and conditions:

1A. SELLER'S NAME: SIMON MARTIN HICKEY + CHANTELE RENEE HICKEY

Address: 87 THE BOULEVARD

Suburb: Australind **Tel:** **Fax:**

Mobile 1: 0913306626 **Mobile 2:**

Email: chickey77@inet.net.au **DOB. V1:** **DOB. V2:**

SELLER:

☒ is the owner

☐ has given Power of Attorney to

☐ is a Mortgagee in Possession

☐ is an Executor / Administrator

1B. ADDRESS OF PROPERTY TO BE SOLD

87 THE BOULEVARD **Suburb:** Australind

Lot: 687 **on Deposited / Diagram / Survey / Strata / Plan No.:** P050803

(Vol) 2635 **(Folio)** 860 **Lock Box:** **Alarm:**

1C. AGENT

Name of Licensed Real Estate and Business Agent: THE STANDLEY GROUP PTY LTD and JAYMAL PTY LTD

Trading as: BARR AND STANDLEY - ABN 98 412 613 773 **(Agent)**

Address: 19 STIRLING STREET **Ph:** 08 9721 1144
BUNBURY WA 6230 **Fx:** 08 9721 9372
PO BOX 368 **Email:** sales@barrandstandley.com.au
BUNBURY WA 6231 **www.barrandstandley.com.au**

LISTING PRICE

\$ OFFERS OVER \$350000 **Listed Price**

\$ **to \$** **Price Range**

Initials: CH NA

2. AGENT'S SELLING FEE

NOTICE: Fees charged by real estate agents are not fixed by law and are to be agreed between seller and agent.

If the seller disputes the fee payable to the Agent on the grounds that it is unjust the Seller may refer the dispute to the Commissioner for Consumer Protection or REIWA for adjudication.

The following Agent's Selling Fee has been agreed:

(i) As set out in the attached schedule: ANNEXURE A "SCALE OF FEES" **OR** **Initials:**

(ii) The Agent's Selling Fee inclusive of GST, being 4.95% % of the actual selling price of the property.

(For example, if the actual selling price is \$ 350,000

then the Agent's Selling Fee inclusive of GST is \$ 17,325 **Initials:** CH NA

3. EXCLUSIVE RIGHTS PERIOD

IT IS AGREED: The seller authorises the Agent to find a buyer for the Property for an Exclusive Rights Period from and including 15/10/18 for a period of 180 days, and thereafter until 10 business days after written notice is received by the agent from the sellers, whereupon the exclusive listing shall end.

Initials: CH NA

4. Agent's Entitlement to the Agent's Selling Fee

(a) The selling Fee will be payable upon settlement of a transaction if during the Exclusive Rights Period:

- (i) the Property is sold or exchanged;
- (ii) a Buyer introduced by the Agent to the Seller or the Property, contracts to buy the Property, or gets another person or entity to buy the Property or otherwise becomes a legal or beneficial owner of the Property; or
- (iii) the Property is sold to a Buyer in any of the above circumstances but Settlement does not occur due to the fault of the Seller

(b) If after the end of Exclusive Rights Period the Seller enters into a Selling Agency Agreement to sell the Property through another lawfully authorised Real Estate Agent, and where the new listing agent is entitled to a selling fee, then the Agent will not be entitled to a Selling Fee and clauses 4(a)(i) and 13 will not apply.

5. Agent's Selling Fee payable on Settlement

The Agent's Selling Fee will only be payable to the Agent on settlement of the transaction that give rise to the Agent's entitlement to that fee, PROVIDED THAT if there is failure to settle the transaction and that failure is due to the fault of the Seller the fee will be payable immediately. In this clause, "settlement", in relation to a transaction:

- (a) where the transaction is to be completed by the payment of the purchase price by way of a single payment (over and above the deposit) means the payment of the purchase price; or
- (b) where the buyer is obliged to make two or more payments to the Seller (over and above any deposit paid within 28 days of the execution of the contract) before the buyer is entitled to a conveyance or transfer of the subject of the contract, means the time at which the buyer is entitled to possession, occupation or control of the subject matter or the time at which the buyer has paid at least 10% of the purchase price, whichever is the later.

Signature of Seller: [Signature] **Date:** 15/10/18

Signature of Seller: [Signature] **Date:** 15/10/18

Signature of Agent or Agent's Representative: [Signature] **Date:** 15/10/18

COMPETITION IN MARKETING CHARGES AND THE BENEFITS OF THE EXCLUSIVE AGENCY SYSTEM

REIWA is of the view that the exclusive agency system provides the best professional incentive for agents to sell properties vigorously. Further, agents compete with each other with respect to the amounts charged for marketing and advertising charges and it should be noted that agents may agree not to require payment of separate marketing charges and expenses in agreements such as the one contained in this form.

Selling agency agreement residential: exclusive agency



1. Marketing Charges and Expenses

- (a) The Property is sold, any balance retained in the Agent's Trust Account after deducting all outstanding agreed Marketing Charges and Expenses will be refunded to the Buyer at settlement.
- (b) The Seller agrees to pay the Agent at or prior to settlement an agreed Marketing Charges and Expenses incurred by the Agent in promoting the Property.
- (c) The Agent will submit to the Seller an itemised account of all agreed Marketing Charges and Expenses claimed at the conclusion of the Agreement, or as reasonably required.
- (d) If the Seller withdraws the Property from sale, sells the Property to a Buyer introduced to the Property by the Seller and/or terminates the authority prior to the expiration of the Exclusive Rights Period, the Seller must immediately reimburse the Agent for the agreed Marketing Charges and Expenses incurred by the Agent up until the date of withdrawal or termination.
- (e) If the Property is not sold within the Exclusive Rights Period the Seller will reimburse the Agent on demand all outstanding agreed Marketing Charges and Expenses.
- (f) The Agent may charge interest on the agreed Marketing Charges and Expenses if an account has been rendered to the Seller and is unpaid for longer than 30 days after the date of the account. The rate of interest will be the Prescribed Rate as defined in the most recently approved Joint Form of General Conditions for the Sale of Land by the Real Estate Institute of Western Australia (Inc.).

2. Agent's Authority

- (a) The Agent may engage other licensed Real Estate Agents to find a buyer. If so, the Agent may pay a fee to the other Agent.
- (b) The Agent is authorised to accept any deposit paid by a buyer and to hold it as a stakeholder, or in the case of Strata Titled Property being sold before registration of the Strata Plan, as Trustee for the buyer in accordance with Section 70 of the Strata Titles Act, 1985.
- (c) If the Property is sold, the Agent is authorised to give appropriate instructions to the solicitor to the nominated conveyancer of both the Seller and Buyer.
- (d) The Agent is authorised at or prior to settlement to remit the balance of the deposit to the Seller or to the Seller's nominated conveyancer for the purpose of completing the sale after deducting the Agent's Selling Fee and any outstanding agreed Marketing Charges and Expenses. The Agent's Selling Fee will be held on trust pending settlement.
- (e) If the Property is sold and there is no deposit, or the deposit held by the stakeholder is insufficient to cover the Agent's Selling Fee and outstanding agreed Marketing Charges and Expenses, the Seller must pay on demand any shortfall and the Seller authorises the Agent to obtain payment of the shortfall out of purchase monies held or to be received by the Seller's conveyancer.
- (f) The Seller authorises the Agent to sign the certificate for the giving of compulsory disclosure material for and on behalf of the Seller (Strata property only) and the Seller warrants to the Agent that the content of the disclosure material is true and correct.

3. Access

The Seller agrees to allow appropriate access by the Agent to the Property and to provide all necessary keys and security details.

4. Settlement Agent

Jaymal Pty Ltd and The Standley Group Pty Ltd own shares in Quest Conveyancing and may receive a financial benefit from the appointment of Quest Conveyancing as settlement agent for any party to this Contract. The financial benefit which Jaymal Pty Ltd and The Standley Group Pty Ltd may receive from such relationship has the potential of producing conflict between the interest of Standley as Agent and the interest of the parties to this Contract, which potential conflict is acknowledged by the parties to this Contract signing this special condition.

5. Seller's Warranty

The Seller warrants that the Seller has the authority to enter into this Agreement and that no other person holds or has been promised an agency agreement for the Property.

6. Sellers Acknowledgment

The Seller Acknowledges:

- (a) having been informed by the Agent, before signing this authority, that the Agent's Selling fee is subject to agreement.
- (b) having read and understood and agreed to the terms and conditions of this Agreement.

7. Definitions

"GST" means the Goods and Services Tax introduced pursuant to A New Tax System (Goods and Service Tax) Act 1999

"introduces", "introduced" and/or "introduction" used in the form means, whether in the context of an introduction by the Agent or the Seller, that the entity who claims to have introduced the buyer concerned has had sales related contact with the Buyer in relation to the property.

"sold" includes the disposition of the Property in any manner whatsoever or any part of the legal or beneficial ownership of the Property.

8. Sale Takes Place after the Exclusive Rights Period

The Seller agrees to pay to the agent, the Agent's Selling Fee in circumstances where the sale of the property takes place to a buyer introduced to the Property, by the Agent or by the Seller during the Exclusive Rights Period, even if the sale takes place up to 6 months after the expiration of the Exclusive Rights Period.

9. Agreement to Pay Marketing Charges and Expenses

The Seller AGREES to pay the Agent separate marketing costs and/or expenses. Please refer to Marketing Charges and Expenses, in Annexure B 16(a) Marketing Agreement.

10. Costs of Identification of Agents in Advertisements

- (a) Pursuant to clause 8 of the REIWA Members' Codes of Practice, REIWA members who are agents are required in all advertisements to clearly show the agent's full trading name, together with the telephone number of the agent's principal, licensed office or relevant branch office.
- (b) The seller AGREES to pay for the advertising costs otherwise payable under this agreement associated with the agent complying with the requirements of clause 8 of the REIWA Members' Codes of Practice.

11. Marketing Charges and Expenses (inclusive of GST)

- (a) As per attached schedule **MARKETING ATTACHMENT AGREEMENT ANNEXURE B**

12. Seller introducing Buyer

The Seller agrees to pay the Agent's Selling Fee on the terms and conditions set out in the Agreement PROVIDED THAT, regardless of anything contained in those terms and conditions, the Seller and Agent agree that if, during the Authority Period, the Seller introduces the ultimate buyer of the Property to the Property themselves the Seller WILL be liable to pay the Selling Fee to the Agent.

13. Seller appointing another Real Estate Agent

The seller may not during the Exclusive Rights Period, except through the Agent, appoint another agent to find a buyer. If the Seller contravenes this clause by appointing another agent during the Exclusive Rights Period to find a Buyer, the Seller will be deemed to have terminated this authority and must pay to the agent the Agent's Selling Fee and the agreed Marketing Charges and Expenses incurred by the Agent, as described in clause 17, up until the date of termination as liquidated damages. If the Agent's Selling Fee has been agreed to be a percentage of the actual selling price, for the purposes of calculating liquidated damages pursuant to this clause, the Agent's Selling Fee will be deemed to be the equivalent percentage of the initial Listing Price or the lower amount of a range.

Signature of Seller

[Signature]

Date

15.10.18

Signature of Seller

[Signature]

Date

15.10.18

Signature of Agent or Agent's Representative

[Signature]

Date

15.10.18

A TRUE COPY OF THIS DOCUMENT HAS BEEN RECEIVED BY THE PARTIES HERETO.

Signature of Seller

[Signature]

Date

15.10.18

PROPERTY ADDRESS : _____
SELLER NAME(S) : _____
EMAIL ADDRESS : _____
MOBILE NUMBER : _____
SALES CONSULTANT : _____



Barr and Standley
REAL ESTATE

AMOUNT PAYABLE

1. Marketing Package \$ 1,150

PAYMENT DETAILS

☐ Please Debit My Credit Card

CARDHOLDER'S NAME : CHANTELLE HICKEY
CARD NUMBER : 4564 7290 0381 4526
EXPIRY DATE : 03/20
CVV NUMBER : 719
SIGNATURE : Ch Hickey

[A 1.5% SURCHARGE WILL APPLY TO CREDIT CARD TRANSACTIONS]

2. ☐ DIRECT DEPOSIT TO BARR & STANDLEY REAL ESTATE TRUST ACCOUNT

(ENTER YOUR STREET ADDRESS AND SURNAME AS NOTATION)
BANKWEST | BSB 306 004 | ACCOUNT NUMBER: 1166 245

3. ☐ Payment to be within five (5) days of property being sold / settled or withdrawn from Barr & Standley. (Please note an additional \$100 Admin Fee will be charged and Credit Card details are requested.)

CARDHOLDER'S NAME : _____
CARD NUMBER : _____
EXPIRY DATE : _____
CVV NUMBER : _____
SIGNATURE : _____

[A 1.5% SURCHARGE WILL APPLY TO CREDIT CARD TRANSACTIONS]

CONTRIBUTION AGREEMENT

I/We agree with the stated amounts to spent marketing our property, and authorise payment as per details below.

☒ Ch Hickey
SIGNATURE (SELLER)
☒ Simon Hickey
SIGNATURE (SELLER)
☒ Ch Hickey
SIGNATURE (SALES CONSULTANT)

DATE: 15.10.18

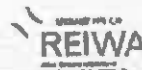


Jaymal Pty Ltd and The Standley Group Pty Ltd owns shares in Star Productions WA Pty Ltd and may receive a financial benefit from the appointment of Star Productions WA as marketing consultant for any party to this Contract and Appointment of Star Productions WA. The financial benefit which Jaymal Pty Ltd and The Standley Group Pty Ltd may receive from such relationship has the potential of producing conflict between the interest of Barr and Standley as Agent and the interest of the parties to this Contract, which potential conflict is acknowledged by the parties to this Contract signing this special condition.

☒ Ch Hickey
☒ Simon Hickey
SIGNATURE



Property information for use by agents



SELLER'S NAME: _____

ADDRESS OF PROPERTY TO BE SOLD: _____

LISTING REP: _____ Agency Expires: _____

TENANCY DETAILS

Tenant: _____

Fixed Term Expiry: _____ Periodic ☐ Rent can be reviewed: _____

Managing Agent: _____

Rent PAY: _____ Phone: _____

Email: _____ Mobile: _____

STRATA

Strata Scheme Name: _____

Name and Address of Secretary of Strata
Company or Strata Company Manager: _____

Strata Administration Levy \$ _____ Frequency _____

Special Reserve Levy \$ _____ Frequency _____

Additional By Laws ☐ Management Statement ☐ Special Rights _____

Encumbrances / Special Items: _____

Right of Way ☐ Drainage Right ☐
Easement ☐ Caveat ☐
Memorial ☐ Restrictive Covenant ☐
Heritage ☐ Contaminants ☐

Zoning: _____ Separate Title not issued (3) ☐

Land Frontage (not strata): _____ Block Size: 697

HOUSE ☒ DUPLEX ☐ UNIT ☐ VILLA ☐ APARTMENT ☐ TOWNHOUSE ☐ VACANT LAND ☐ RURAL ☐

Year Built: 2013 Walls: _____ Roof: _____ Rates: _____ Water: _____

No. Bedrooms	<u>4</u>	Alfresco Kitchen	☐	Laundry	☐	Retic	☐	Gas Passes	☐
No. Bathrooms (inc. ensuite)	<u>2</u>	Kitchen / Dining	☐	Insulation	☐	RCD's	☐	Gas Connected	☐
No. Toilets	☐	Family	☐	Air Conditioner	☐	Garage No of Cars	☐	Sewer Passes	☐
Storeys - 1, 2, 3, 4, 5/L	☐	Study	☐	Swim Pool - Above	☐	Carport No of Cars	☐	Sewer Connected	☐
Lounge	☐	Sleepout	☐	Swim Pool - Below	☐	Bottled Gas	☐	Septic	☐
Lounge / Dining	☐	Patio / Pergola	☐	Asbestos	☐	Gas HWS	☐	Side Access	☐
Theatre	☐	Verandah	☐	Bore	☐	Solar HWS	☐	Scheme Drinking Water	☐
Dining	☐	Entrance Hall	☐	Alarm / Security System	☐	Electric HWS	☐	Smoke Alarms	☐

Asbestos Roof	☐	Vinyl Clad	☐	Sandstone	☐	Cement Render	☐	Hardiplank	☐
Colourbond Walls	☐	Brick Veneer	☐	Steel Roof	☐	Fibro Cement	☐	Solid Brick	☐
Steel Frame	☐	Double Brick	☐	Weatherboard	☐	Colourbond Roof	☐	Tiled Roof	☐
Alarm System	☐	Courtyard	☐	Fully Fenced	☐	Inside Spa	☐	Powered shed	☐
Acceage	☐	Cellar	☐	Fish Pond	☐	Investment Property	☐	Parking for Boat/C'van	☐
Across from Parkland	☐	Cul-De-Sac Location	☐	Fruit Trees	☐	Living Areas - 1	☐	Quiet Street	☐
Alfresco	☐	Close to Beach	☐	Floorboards	☐	Living Areas - 2	☐	Rainwater Tank	☐
Attic	☐	Corner Block	☐	Granny Flat	☐	Living Areas - 3	☐	Remote Garage	☐
Air Con - Split System	☐	Chook Pen	☐	Gas Heating	☐	Large Bedrooms	☐	Renovators Dream	☐
Air Con - Ducted R/C	☐	Close to Schools	☐	Games/Rumpus Room	☐	North / South Facing	☐	Roller Shutters	☐
B & B	☐	Close to Shops	☐	Gym	☐	Over 55's Complex	☐	Sub-Divisible	☐
Broadband	☐	Ducted Heating	☐	Garden Shed	☐	Open Plan Living	☐	Split System Heating	☐
Bar	☐	Deck	☐	High Ceilings	☐	Outdoor Spa	☐	Secure Parking	☐
Beach Location	☐	Dishwasher	☐	Horse Property	☐	Outdoor Entertaining	☐	Shed	☐
Built in Robes	☐	Ensuite	☐	Holiday Home	☐	Open Fireplace	☐	Study	☐
Built in BBQ	☐	Evaporative Cooling	☐	Inner City Living	☐	Pay TV	☐	Solar Panels	☐
A-Frame	☐	Bungalow	☐	Colonial	☐	Contemporary	☐	Farmhouse	☐
Kit Home	☐	Mansion	☐	Modern	☐	Rammed Earth	☐	Victorian	☐

Items not to be sold: _____

Items to be included: _____

Items not in working order: _____

Illegal Structures: _____

Other Features: _____

Notes: _____

This information is correct at the date of signing. The Agent is authorised to pass this information onto prospective buyers. The Buyer may rely upon this information in any action against the Seller if the information is incorrect or misleading.

Seller's Signature: [Signature] Seller's Signature: [Signature] Date: 15/10/18