

# Code 003 Exclusive Auction Authority



The Real Estate Institute of Victoria Ltd  
ABN 81 004 210 297  
www.reiv.com.au

## Particulars of Appointment.

**Agent:** WHITE KNIGHT ESTATE AGENTS SUNSHINE PTY LTD **ACN:** 660 674 608  
**Address:** OFFICE 3/24 DEVONSHIRE ROAD, SUNSHINE VIC 3020  
**Attention:** TOMMY TRUONG  
**Phone:** \_\_\_\_\_ **Mobile:** 0432 455 888 **Fax/Email:** ttruong@whiteknightestateagents.com.au  
**Vendor:** TAN THAU NGUYEN  
**Address:** 38 BETHANY ROAD, HOPPERS CROSSING VIC 3029  
**Phone:** \_\_\_\_\_ **Mobile:** 0490 950 143 **Email:** thaunguyen.cr@gmail.com  
**Property** 38 BETHANY ROAD, HOPPERS CROSSING VIC 3029

**with chattels being** AS INSPECTED

Exclusive authority period until 90 days after the auction date.

Continuing authority period \_\_\_\_\_ days from the end of the exclusive authority period.

Auction date: 1/12/25 Time of auction \_\_\_\_\_ am/pm

The Property is being sold ☒ with vacant possession or ☐ subject to any tenancy

and upon payment of ☒ full purchase price OR upon terms on payment of ☐ full deposit  
and ☐ the sum of \$ \_\_\_\_\_

**Vendor's reserve price** \$ \_\_\_\_\_ payable in 60/90/120 days

**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.

\$ \_\_\_\_\_ or between \$ \_\_\_\_\_ and \$ \_\_\_\_\_

**A fixed commission** (including GST) of \$ \_\_\_\_\_  
**OR**

**A commission (including GST) being the following % of the sale price:**

1.2 - 1.7%, to be chosen by vendor upon a successful

**Dollar amount of estimated commission:** UNCONDITIONAL SALE

\$ \_\_\_\_\_ Including GST of \$ \_\_\_\_\_

If sold at a \*GST inclusive/\*GST exclusive price of \$ \_\_\_\_\_  
(\*delete the one that does NOT apply)

**Marketing Expenses** (including GST).

**Advertising** \$ 3200 **Other Expenses** \$ \_\_\_\_\_ **TOTAL** \$ 3200

**Marketing Expenses are payable on**

\*the signing of this Authority/\*written request (\*delete the one that does NOT apply) **DATE:** 03/05/2025

Agent's Copy

**AGENT**

**VENDOR**

### Item 1. Agent's entitlement to commission

The Vendor agrees to pay the Agent the commission on the terms of this Authority if the Property is sold:

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

The commission is due and payable by the Vendor on the Property being sold.

Items 1.2, 1.3 and 1.4 will not apply if the Vendor may incur a liability to pay an agent a commission under an exclusive agency agreement signed by the Vendor with another agent after the expiration of the exclusive authority period.

(See the definition of "sold", "sale" and "sell" in GC 1.14)

### Item 2. Continuing authority period

- 2.1 If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and
  - 2.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled, and
  - 2.1.2 on the day it starts, the Agent's exclusive appointment ends.
- 2.2 The Vendor may cancel the continuing authority period at any time by written notice to the Agent.
- 2.3 If the continuing authority period is cancelled, Item 1 continues to apply.

### Item 3. Making a complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV), GPO Box 123, Melbourne, Victoria, 3001 or by telephoning 1300 73 70 30. Unless there are exceptional circumstances Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

### Item 4. Dispute resolution

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

### Item 5. Warranty of REIV membership

The Agent is a member of the REIV at the date of this Authority. The Agent will confirm membership, if requested. If the warranty is false, this Authority is void. (This warranty cannot be deleted or modified)

### Item 6. Rebate Statement – No Rebate will be received

\*The Agent will not be, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.

(\*If entitled to a rebate, complete and attach the rebate statement approved by the Director of Consumer Affairs Victoria, at the time of signing this Authority. The statement can be downloaded at [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au))

### Item 7. Exclusive Authority Period (no time stated)

If an agreement stating that an estate agent is to act as the sole agent for the sale of any real estate or business does not state when the sole agency is to end, the sole agency ends: (a) in the case of a sale by auction, 30 days after the date of the auction (b) in any other case, 60 days after the date the agreement is signed by, or on behalf of, the seller of the real estate or business.

### Item 8. Agent's role

The Agent will advertise, market and endeavour to sell the Property, and will, unless the Property is sold beforehand, conduct a public auction.

### Item 9. Commission sharing

\*The Agent may share the commission with an employee who is an estate agent or an agent's representative, or with an estate agent who is the Agent's business partner. (\*If commission will be shared with anyone else, complete and attach the notice of commission sharing approved by the Director of Consumer Affairs Victoria, at the time of signing this Authority. The notice can be downloaded at [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au))

## Item 10. Vendor acknowledgements

The Vendor acknowledges:

- 10.1 being informed by the Agent the commission and Marketing Expenses are negotiable, before signing this Authority;
- 10.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 10.3 commission is payable in accordance with this Authority, if the Property is sold;
- 10.4 dummy bidding is illegal;
- 10.5 it is illegal for the auctioneer to accept bids /offers after the Property has been knocked down to the successful bidder;
- 10.6 and agrees that his / her personal information will be collected and may be used, as provided in this Authority;
- 10.7 being informed the Agent has procedures for resolving complaints and disputes, before signing this Authority;
- 10.8 receipt of a copy of this Authority, at the time of signing.

## Privacy Act 1988: APP notification of collection of personal information

If you are an individual on you, or in appropriate circumstances on your attorney under power or other person acting as your agent, signing this Authority you consent to us collecting, holding, using, and disclosing your personal information for the primary purpose and secondary purposes set out below. Your consent will continue until you, or in appropriate circumstances your attorney under power or other person acting as your agent, inform us your consent is terminated, and this is so even though this Authority has come to an end.

The kinds of personal information we will collect and hold are your name, address, contact details, bank account details, credit or debit card details or both and if appropriate or required, your power of attorney or other agent details.

We will collect your personal information from you, or if it is appropriate in the circumstances, from your attorney under power or other person acting as your agent. We will hold your personal information in hard copy or in electronic form, or both.

The primary purpose is: acting for you in relation to or in connection with the sale of your property and the finalization of your sale, if your property is sold.

The secondary purposes are: providing your personal information to other estate agents or valuers during the period of this Authority in connection with or in relation to the sale of your property; providing details of your sale to the REIV or commercialview.com.au Ltd or realestateview.com.au Ltd to enable any or all of them to collect and/or disseminate details of the sale of real estate; to enable us to promote our services or seek out potential clients or both; responding to enquiries received from Consumer Affairs Victoria or the REIV or the both of them in connection with the sale of your property; complying with the law.

You also consent to us using your personal information for direct marketing and telemarketing.

We can be contacted between 9:00 am and 5:00 pm Monday to Friday (excluding public holidays) to provide access to you, or in appropriate circumstances to your attorney under power or other person acting as your agent, to update or seek correction of your personal information. Our contact details are on the first page of this Authority.

If you consider we have breached the Australian Privacy Principles you, or in appropriate circumstances your attorney under power or other person acting as your agent, may complain to us by letter, fax or email. Our contact details appear in this Authority. We will promptly consider your complaint and attempt to resolve it in a timely manner. If we are unable to resolve your complaint you may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or enquiries@oaic.gov.au

We are unlikely to disclose your personal information to overseas recipients.

The main consequences for you if all or part of your personal information is not provided is that we may not be able to act for you or effectively perform our role as your estate agent.

## General Conditions (GC)

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

1.1 "Act" means the Estate Agents Act 1980.

1.2 "Agent" means the Agent named in the Particulars of Appointment.

1.3 "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 the Vendor is disposing of the Property.

1.4 "binding offer" means:

1.4.1 an offer at the Vendor's reserve price and on the terms set out in the Particulars of Appointment which would result in an enforceable contract of sale, if signed by the Vendor and exchanged with the purchaser; or

1.4.2 an enforceable contract of sale signed by the Vendor and the purchaser.

For the purposes of GC 1.4.1 the offer must be in a contract of sale signed by the purchaser and "Vendor's reserve price" has the meaning in GC 1.16.

For the purposes of GC 1.4.1 and GC 1.4.2 "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 the Vendor or the purchaser would be entitled to an award of damages.

1.5 "deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.

1.6 "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.

**1.7** "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.

**1.8** "introduced to the Property" means the person was made aware the Property was available to purchase irrespective of the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Property by the Agent if the person became aware the Property was available for purchase as a result of viewing, hearing, or reading an advertisement of whatever nature or medium or any boards, placards, or other literature referring to the availability of the Property that were connected to the Agent in any way.

**1.9** "Marketing Expenses" means the advertising and other expenses of the Agent specified in the Particulars of Appointment.

**1.10** "person" includes a natural person, a corporation and an incorporated association.

**1.11** "professional fees" means the total of the commission and Marketing Expenses as duly authorised and expended.

**1.12** "purchaser" means the person to whom the Property is sold.

**1.13** "REIV" means The Real Estate Institute of Victoria Ltd [ACN 004 210 897].

**1.14** "sold" is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.

**1.15** "security" includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which the Vendor is disposing of the Property.

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

**1.17** A reference to an act of Parliament includes an act amending or superseding the act referred to.

**1.18** If the Agent or the Vendor comprises more than one person, their respective obligations are joint and individual.

**2.** If the purchaser does not complete the purchase and forfeits the deposit, the Vendor 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 professional fees from the sum of the deposit paid or recovered.

**3.** If the Vendor fails to pay the Agent any moneys due under this Authority within 30 days of receipt of the Agent's invoice ("the due date for payment"), then interest at the rate fixed from time to time under section 2 of the Penalty Interest Rates Act 1983 will be paid 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, if demanded.

**4.** If the Vendor is a natural person, a corporation or an incorporated association and a person signs on behalf of the Vendor, the person signing is responsible for the due performance of the Vendor's obligations as if they were the Vendor. If the Vendor is a corporation or an incorporated association, the person signing will in addition have the directors of the corporation or the committee of the incorporated association sign a guarantee and indemnity in favour of the Agent in a form acceptable to the Agent's legal

practitioner, if required by the Agent.

**5.** The Vendor may refuse a binding offer made between the date of this Authority and the date of the auction without incurring any liability to pay professional fees.

**6.** The Vendor irrevocably authorises the Agent to deduct the professional fees properly incurred and State and Federal taxes required to be deducted by law, including GST, from deposit moneys held by the Agent.

**7.** If the Property is sold and no deposit moneys are held by the Agent, the Vendor will pay the professional fees properly incurred and State and Federal taxes required to be deducted by law, including GST, on demand.

**8.** If deposit moneys are held in whole or part by the Vendor's conveyancer or legal practitioner, the Vendor appoints the Agent as the Vendor's attorney under power to direct and authorise the conveyancer or legal practitioner to pay the professional fees properly incurred and State and Federal taxes required to be deducted by law, including GST, to the Agent. The Vendor agrees to promptly ratify and confirm the power of attorney, if requested.

**9.** Unless otherwise stated in the Particulars of Appointment, the Vendor will pay the maximum amount of Marketing Expenses to the Agent on the signing of this Authority and in any event the Marketing Expenses will be payable on written request. When this Authority ends, the Agent will provide the Vendor with an itemised list of the Marketing Expenses and State or Federal taxes expended or payable. The Agent will provide the itemised list at any other time that may reasonably be required by the Vendor.

**10.** If this Authority requires the Vendor to pay or reimburse or contribute to an amount paid or payable by the Agent in respect of an acquisition from a third party to which the Agent 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 the Agent plus the GST payable in respect of that supply, but only if the Agent's recovery from the Vendor is a GST taxable supply.

**11.** If the Vendor is disposing of the Property under the terms of a security and the auction is cancelled:

**11.1** within 14 days from the date of this Authority, the Vendor will pay the Agent the total Marketing Expenses and one-quarter of the commission payable on

**11.1.1** the Vendor's reserve price set out in the Particulars of Appointment or otherwise advised by the Vendor; or

**11.1.2** the amount owing under the security

whichever is the higher sum; or

**11.2** after 14 days from the date of this Authority and on or before the auction date, the Vendor will pay the total of the Marketing Expenses and 3 times the commission calculated in the manner set out in **GC 11.1**.

**12.** On the written request of the Vendor, the Agent may sign a contract of sale which contains terms of sale agreed to by the Vendor.

**13.** The Vendor agrees with the Agent that an agreement of the Vendor and purchaser to bring an enforceable contract of sale to an end or the ending of an enforceable contract of sale as a result of a default of the Vendor or the purchaser does not relieve the Vendor of the obligation to pay the Agent's professional fees.