

Agent's disclosure

IMPORTANT - Vendor(s), please read each of these disclosures carefully before signing the Authority, and sign this page below to confirm that you have read and understood each one.

Item	Disclosure
1.	The Agent has informed You, prior to signing this Authority that the Agent's Commission and the Outgoings are subject to negotiation.
2.	The Agent may amend the Indicative Selling Price (as that terms if defined in the Act) as set out in the Statement of Information from time to time if the Agent believes that the original estimated selling price is no longer reasonable (due to changing market conditions or market feedback), if You have provided the Agent with a Reserve Price or asking price for the Property; or if You have rejected a written offer to purchase the Property because the price proposed was too low.
3.	The Agent has provided You with, and You acknowledge receiving, a copy of the Notice of Commission Sharing form as attached to this Authority.
4.	The Agent has advised You that the Agent will not be, or is not likely to be entitled to any rebate and has drawn Your attention to clause 3 prior to You signing this Authority.
5.	The Agent has advised You that the Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice and drawn Your attention to clause 10 prior to You signing this Authority.
6.	The Agent has provided You with, and You acknowledge receiving, a copy of this completed Authority at the time the Authority was signed by You.
7.	At the time of entry into this Authority, You have informed the Agent, in writing, of all Material Facts in relation to the Property.

Signature of Vendor(s):



24/09/2024

Leshia Maria Roche

Agent Details

Agent: Rata & Co Real Estate Pty Ltd as trustee for Rata & Co Real Estate Unit Trust T/A Harcourts Rata & Co
ACN: 616 647 539
Address: 1/337 Settlement Road, Thomastown Victoria 3074
Attention: Tony Lombardi
Phone: (03) 9465 7766
Mobile: 0433223278
Email: tony.lombardi@rataandco.com.au

Vendor Details

Vendor: Leshia Maria Roche
ACN:
Address: 2 Otts Lane, Lancefield Victoria 3435
ABN: N/A
Attention:
Phone:
Mobile: 0429854633
Email: lr_211@hotmail.com

Property Details

Property: 36 Gabriel Terrace, South Morang Victoria 3752
Goods included: All fixed floor coverings, electric light fittings, window furnishings, fixtures and fittings of a permanent nature
Goods excluded:

Auction Terms

Exclusive authority period until: 120 days after the auction
Continuing authority period: 60 days from the end of the exclusive authority period
Auction date: 23/12/2024
Time of auction: 06:30 PM
The Property is being sold: ☒ with vacant possession OR ☒ subject to any tenancy
and upon payment of: ☒ full purchase price OR ☐ upon terms of payment of full deposit and the sum of:
Vendor's reserve price: To Be Advised payable in 30 to 60 days

Agent's Estimate of Selling Price (ESP)

Agent's estimate of selling price (Section 47A of the Estate Agents Act 1980). Note: if a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.

Single amount: OR a range between: \$620,000 and \$680,000
Revised amount: OR a range between: and

Agent's Commission (incl GST)

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

Example

If sold at price of: \$680,000 GST N/A

Dollar amount of estimated commission: \$14,960

Including GST of \$1,360.00

TULP-TL TL &

26/11/2024 6/11/2024 5/11/2024 5/11/2024 15/11/2024

Marketing and Other Expenses

Marketing has been updated, refer to the revisions page.

Advertising: \$9,319.23

Other: \$0

Total: \$9,319.23

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

Digital Pack 1 Harcourts Stock Board

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Agent:

Vendor(s) Signature(s):



24/09/2024

Tony Lombardi



24/09/2024

Leshia Maria Roche

Date: Tue 24 Sep 2024

IMPORTANT NOTICE TO THE AGENT

Please retain the form when completed with the Authority. If the Vendor(s) requests to change this Authority, please ensure that the form is dated and signed and stored with the Authority. Retain all Authorisations, even if they are superseded by later ones.



15/11/2024 15/11/2024

Notice of Commission Sharing form approved by the Director in accordance with Section 48 of the Estate Agents Act 1980.

Important information for vendors/landlord(s)

If the agent has agreed to share the commission that will be payable for selling, leasing or managing your property, before getting your signature to engage or appoint them, they must give you this commission sharing statement. This statement shows details of all other people who will share in the commission.


The Agent's commission will be shared with other people

(other than a licensed estate agent or an agent's representative employed by the agent, or a licensed estate agent who is in partnership with the agent).

In accordance with Section 48 of the Estate Agents Act 1980, the agent states that the commission the agent is entitled to under the terms of this Authority will be shared with other people as follows:

Name and address of person with whom the commission will be shared	Description of such person
OA Real Estate Pty Ltd (ACN 164 368 843) Trading as 'Open Agent' of 106 Belmont Street, Alexandria, New South Wales	Referral Partner
Robdaz Pty Ltd (ACN 603 479 081) of 62 Cathedral Rise, Doreen, Victoria	Conjunctional Agent
LAF (Australia) Pty Ltd (ACN 111 992 860) Trading as 'Local Agent Finder' of 14 St Kilda Road, St Kilda, Victoria	Referral Partner
Which Real Estate Pty Ltd (ACN 092 013 931) Trading as 'Which Real Estate' of Level 1, 246 Oxford Street Paddington, New South Wales	Referral Partner
Bilang PBS Pty Ltd (ACN 660 598 701) of 22 Meadowcraft Road, Wollert, Victoria	Conjunctional Agent
Harcourts Franchisees, any member of the Harcourts Network and any Harcourts Related Entities both within Australia and international	Other agencies trading under the 'Harcourts' brand
Harcourts Victoria Pty Ltd (ACN 123 600 028) of 31 Amy Johnson Place, Eaglefarm, Queensland	Franchisor of the 'Harcourts' brand
AAA-Papa Investments Pty Ltd (ACN 661 565 564) of 10 Blushing Way, Bundoora, Victoria	Conjunctional Agent
Hammer Time Property Auctions (ABN 91430468982) of 66 Northside Drive, Wollert, Victoria	Conjunctional Agent
Real Estate Agent Select Ltd (ACN 064 189 457) Trading as 'Agent Select' of 16/574 Plummer Street Port Melbourne VIC 3207	Referral Partner
VicWide Commercial Realty Pty Ltd (ACN 605 936 212) trading as NAI Harcourts Platinum, 12/210 Ormond Boulevard Bundoora, Victoria.	Conjunctional Agent

Signature of Agent:



24/09/2024

Tony Lombardi

Signature of Vendor(s):



24/09/2024

Leshia Maria Roche

1. Appointment

- 1.1 You appoint the Agent as your exclusive agent to advertise, market, promote and sell the Property for the Term on your behalf on the terms of this Authority.
- 1.2 From the date of expiration of the Term and until either party terminates this agreement by giving 2 Business Days written notice to the other, you appoint the Agent as your non-exclusive agent to advertise, market, promote and sell the Property on your behalf on the terms of this agreement ("Continuing Authority Period")
- 1.3 The exclusive agency granted by this Authority commences on the date of this Authority and unless terminated earlier in accordance with this Authority will continue to have force and effect until the expiration of the Term.
- 1.4 Section 54(1)(b) of the Act provides if an agreement stating that an 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 60 days after the date of the agreement is signed by, or on behalf of, the seller of the real estate or business if the sale is not by auction.

2. Commission

You acknowledge and agree that:

- 2.1 the Agent is entitled to, and You will pay the Agent, the Commission for a Property if the Property is Sold:
 - (a) during the Exclusive Authority Period; or
 - (b) during the Continuing Authority Period; or
 - (c) to a Purchaser that the Agent Introduced to the Property during the Exclusive Authority Period and that Introduction leads to the Property being Sold to that Purchaser within 120 days after the expiration of the Exclusive Authority Period; and
- 2.2 the Commission for a Property will be due and payable when the Property is Sold; and
- 2.3 the Agent may share the Commission with:
 - (a) employees of the Agent, provided those employees are Estate Agents;
 - (b) the Agent's representatives;
 - (c) the Agent's business partners, provided those business partners are Estate Agents; and/or
 - (d) any other person (including channel agents and conjunction agents),

provided that the Agent has given a notice to You in respect of the shared commission in the form approved by the Director prior to the signing of this Authority; and
- 2.4 this clause 2 survives the expiry or termination of this Authority.

3. Rebate Statement - no rebate will be received

- 3.1 **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.**
 The Agent will not be, or is not likely to be, entitled to any rebate in respect of:
 - (a) any outgoings;
 - (b) any prepayments made by You in respect of any intended expenditure by the Agent on Your behalf; or
 - (c) any payments made by You to another person in respect of the work.

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.

4. Your obligations

- 4.1 You must promptly supply the Agent or cause to be supplied all documents reasonably required to market the Property for sale including but not limited to:
 - (a) a statement by a vendor of real estate under section 32 of the Sale of Land Act 1962;
 - (b) a statement by a vendor of a small business under section 52 of the Act (where applicable);
 - (c) details of chattels, fixtures and fittings sold with the Property; and
 - (d) all other documents and information which are reasonably required by the Agent and will reasonably assist in the sale of the Property.
- 4.2 You warrant that all information and documents that you give or cause to be given to the Agent including the ones provided in accordance with clause 4.1 are current, valid, and accurate and that there will be no material omissions from any of the information or documents given to the Agent.
- 4.3 You must give the Agent reasonable assistance in performance of the Agent's obligations and services that the Agent will provide under this authority if requested by the Agent (including granting access to the Property) and you must not do anything or cause anything to be done that may obstruct the Agent in the performance of those obligations and services.
- 4.4 You must promptly keep the Agent fully informed of any communications (written or verbal) between You and a Purchaser or prospective purchaser or their respective agents or representatives.
- 4.5 If requested by the Agent, You will provide written instructions in relation to any proposed advertising materials provided to you by the Agent.
- 4.6 Where two or more vendors are parties to this Authority, the Agent does not require joint instructions from all vendors and instead may act on the instruction of any one of the vendors.
- 4.7 You declare that all fixtures and fittings, electrical appliances and equipment including heating and cooling units are in working order and if any exceptions apply you will bring these to the Agent's attention and you will instruct your solicitor and the Agent to exclude any chattels that are not in working condition from the Contract.
- 4.8 You will consider offers prior to Auction if the offer is unconditional with terms stipulated in this Authority and is accompanied by a 10% deposit paid in full to the Agent in the form of a bank cheque and presented on a Contract prepared by your appointed legal representative.
- 4.9 You agree that we may instruct a solicitor or conveyancer on your behalf to prepare the Contract on your behalf and you acknowledge that you will be liable for all costs associated with the preparation and execution of such Contract.
- 4.10 You acknowledge that On the Move (or a business providing a similar service to On the Move) will contact You to assist with Harcourts Complete

after sales services.

- 4.11 **(Commission)** You will pay any Commission that the Agent becomes entitled to when due and payable in accordance with this Authority;
- 4.12 **(Outgoings)** You will pay to the Agent an amount equal to all of the Outgoings incurred by the Agent on behalf of You, within 14 days of receiving a tax invoice from the Agent (regardless of whether or not the Property has been Sold), unless specified otherwise in this Authority;
- 4.13 **(notify of Dangerous Condition)** if at any time during the Term, You become aware of any Dangerous Condition, You will immediately notify the Agent in writing, and in the event that a person is injured as a result of a Dangerous Condition, You will fully indemnify and release the Agent (and anybody engaged through the Agent) against any resulting claim or proceeding;
- 4.14 **(advise of defects)** You will at all times during the Term keep the Agent advised of and disclose to the Agent in writing details of any defects in a Property likely to cause injury to persons occupying, entering or using the Property;
- 4.15 **(payment of interest)** You will pay interest on any monies not paid within 14 days of receiving an invoice from the Agent, at the rate set under section 2 of the Penalty Interest Rates Act 1983 (Vic). The calculation of the interest payable will include the due date for payment up to and including the day on which the outstanding amount is paid in full;
- 4.16 **(charge property)** You hereby charge all real property that You own with the due payment of the Commission or any other fees that become payable to the Agent under this Authority and You consent to the Agent lodging a caveat on such real property in respect of its interests hereunder. You acknowledge that You will be liable for all costs and charges incurred by the Agent relating to the placement of any caveat;
- 4.17 **(payment of costs)** You agree to pay all costs and expenses which the Agent incurs as a result of any breach of this Authority by You (including debt collection fees/legal fees incurred by the Agent in any recovery action in respect of any unpaid commission or other fees payable by You under this Authority;
- 4.18 In addition to the above fees and commissions you are also liable for the following:
 - (a) A Settlement Processing Fee of **\$88.00** (incl GST);
 - (b) An Express Processing Fee of \$110.00 (incl GST);
 - (c) A Purchaser Deposit Credit Card Transaction Fee of 1.2% of the transacted amount for Deposits paid via credit card;
 - (d) A Dishonoured Cheque Fee of \$15.00;
 - (e) A Cheque/Bank Cheque Fee of \$30.00 per cheque; and
 - (f) A Multiple Transaction Fee of \$15.00 per transaction;
- 4.19 **(cooling off monies)** You agree that the Agent may collect the cooling off fee and is entitled to retain any applicable cooling off fees received on your behalf and apply these towards any outstanding Commission, Outgoings or any other monies owed by You to the Agent under this Authority. The balance of the monies will then be released to You;
- 4.20 **(permits and building approvals)** You will notify the Agent in writing of any permits and/or approvals in connection with the Property which by law should have been obtained by You but which You have not obtained;
- 4.21 **(disclosure of Material Facts to Agent)** You will disclose to the Agent in writing any and all Material Facts relating to the Property at the beginning of the Term and as soon as you become aware of the existence of any Material Fact throughout the Term;
- 4.22 **(Inclusion of Material Facts in Contract of Sale and Section 32 Statement)** You will do all things reasonably necessary to ensure that any and all Material Facts which are required to be disclosed in the section 32 statement and/or the Contract of Sale for the Property are properly disclosed;
- 4.23 **(identity documents)** You agree to provide the Agent with a copy of Your driver's license or passport in order to enable the Agent to verify Your identity and You consent to this method of identification for the purposes of section 9(1) of the Electronic Transactions (Victoria) Act 2000 (Vic);
- 4.24 **(electronic signature)** You consent to this Authority being signed by You and the Agent by way of electronic signature and You consent to this method for the purposes of section 9(1) of the Electronic Transactions (Victoria) Act 2000 (Vic);
- 4.25 **(acknowledgment)** You acknowledge that this Authority shall be binding in circumstances where You and the Agent sign the Authority using an electronic signature.

5. Your warranties

You warrant to the Agent that:

- 5.1 You have read this Authority;
- 5.2 You are the registered proprietor of the Property and are authorised to enter into this Authority;
- 5.3 prior to signing this Authority, Your attention has been drawn to the Notice of Commission Sharing Form, clause 3 (Rebate Statement) and clause 10 (Complaint Resolution);
- 5.4 the Property (including all fixtures, fittings and any goods and chattels leased with the Property) is not in a Dangerous Condition;
- 5.5 at the time of entering into this Authority, You disclosed to the Agent in writing any and all Material Facts;
- 5.6 You were informed by the Agent before signing that the Commission and Marketing Expenses may be negotiated;
- 5.7 You will pay the Commission to the Agent if the Property is Sold;
- 5.8 You will not engage in any dummy bidding;
- 5.9 You authorise collection of Your personal information in accordance with the terms of this Authority;
- 5.10 You have a genuine interest in selling the Property at your price and on the sale terms and conditions set out in the Particulars (if any) and if none are specified then on the terms and conditions that are reasonable and customarily adopted in the State of Victoria for the sale of real estate;
- 5.11 You have not entered an general authority or general agreement with another agent to sell the Property that is effective during the General Authority Period;
- 5.12 You acknowledge that you may be liable to pay more than one commission for the sale of the Property if you have entered into more than one general authority or general agreement with another agent to sell the Property;
- 5.13 You have received a copy of this Authority as well as a fully executed copy of the authority/commission sharing page from the Agent when signing it;
- 5.14 You acknowledge that the Agent shares a personal and/or commercial affiliation with the following suppliers of goods and services: Melbourne Real Estate Conveyancing, homely.com.au and domain.com.au.

6. Deductions from the Deposit Moneys

Subject to the *Sale of Land Act 1962* (Vic):

- 6.1 the Agent may, without authorisation from You, deduct any Professional Fees from time to time from any Deposit Moneys held by the Agent;
- 6.2 The Agent's right in clause 6.1 is irrevocable;
- 6.3 the Agent's right in clause 6.1 may only be waived by the Agent in writing; and
- 6.4 if any Deposit Moneys is held by Your conveyancer or legal practitioner, You appoint the Agent to act as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay any Professional Fees properly incurred and Taxes required to be deducted by law, including GST to the Agent.

7. Cancellation of auction

- 7.1 If you withdraw the Property from sale for any reason during the Term, You must, without prejudice to the Agent's rights under this agreement, immediately pay to the Agent all costs and other expenses the Agent incurs under this agreement and not already paid by You.
- 7.2 Commission is payable pursuant to clause 2 regardless of whether or not You:
- (a) Withdraw the Property from sale for any reason during the Term; or
 - (b) Are unable to become registered as proprietor of the Property.
- 7.3 If You are disposing of the Property under the terms of a security and an Auction is cancelled,:
- (a) within 14 days from the date of this Authority, then You will pay the total Marketing Expenses and one-quarter of the Commission payable on:
 - (i) the Vendor's Reserve Price; or
 - (ii) the amount owing under the securitywhichever is the higher sum; or
 - (b) after 14 days from the date of this Authority and on or before the date of the Auction, then You will pay the total of the Commission and Marketing Expenses.

8. Termination

- 8.1 This Authority will continue until the expiry of the Term, unless terminated earlier in accordance with clause 8.2.
- 8.2 This Authority may be terminated by:
- (a) the Agent, by its officer in effective control or a director of the Agent, notifying you in writing at any time during the Term; or
 - (b) in the event of default, by the non-defaulting party after giving written notice identifying the default and providing a time limit for rectification of the default and the defaulting party failing to rectify the default within the provided time limit.
- 8.3 Clauses 8.1 and 8.2 survive the expiry or termination of this Authority.
- 8.4 Expiry or termination of this Authority is without prejudice to any rights or obligations which have accrued to either party prior to such expiry or termination. For the avoidance of any doubt, this includes the Agent's entitlement to any Commissions accrued prior to, but unpaid, prior to the expiry or termination of this Authority.

9. Indemnity

- 9.1 You indemnify the Agent against all losses (including loss of Professional Fees arising from any breach of this Authority by You including all loss and damages the Agent suffers or incurs because of:
- (a) Any error or omission in information or documents given to the Agent by You;
 - (b) Any breach of the warranties given by You in this Authority; and
 - (c) Any breach of Your obligations to assist the Agent as set out in this Authority.

10. Complaint resolution

- 10.1 Harcourts Rata & Co aims to make it easy for you to bring any problems or complaints to our attention. You should first raise your issue with the agent, representative or property manager who is handling your business. If you are not satisfied with the outcome, you can make a complaint to us by:
- telephone** (during business hours): call 9465 7766 and ask to speak to Tony Lombardi
- email**: tony.lombardi@harcourts.com.au
- fax**: 9464 3177 attention to Tony Lombardi
- post**: 219 High Street, Thomastown VIC 3074.
- Please provide as much detail as possible about your complaint, including the outcome you would like. If you need help to describe or send your complaint, or if you would like to discuss your concerns informally first, please feel free to contact us. Your satisfaction is important to us, and if our response to your complaint is not satisfactory to You we request that you let us know, so that we can work with You to resolve the issue.
- 10.2 Any complaint relating to Commission or Outgoings can be made to:
- (a) the Director, Consumer Affairs Victoria (CAV) at GPO Box 4567, Melbourne, Victoria, 3001; or
 - (b) 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 You receiving an account for, or notice that the agent has taken the amount in dispute, whichever is later.
- 10.3 You acknowledge that the Agent has procedures for resolving complaints and disputes arising from the operation of the Agent. If a complaint or dispute arises, please refer to the Agent's customer service charter. The Agent's customer service charter will be displayed on the Agent's website or otherwise made available to You upon request.
- 10.4 This clause 10 survives the expiry or termination of this Authority.

11. GST

- 11.1 In this clause 11, any expression used that is defined in GST Law has that defined meaning.
- 11.2 If any supply by one party (**Supplier**) to another party (**Recipient**) under or in connection with this Authority is a taxable supply, then the amount due to the Supplier for that supply will be the sum of:
- (a) the GST exclusive consideration; and
 - (b) the amount of GST payable by the Supplier in respect of that supply, (the GST Amount).
- 11.3 The Recipient's obligation to pay to the GST Amount is subject to the Supplier first providing to the Recipient a Tax invoice conforming with the requirements of GST Law.

12. Personal information under the *Privacy Act 1988*

- 12.1 The Agent will use any personal information it collects in relation to You in connection with performing the Services. This may include passing that information onto others for the purpose of performing the Services.
- 12.2 The Agent will also use Your personal information in the following ways:
- (a) to provide details of the sale to third parties;
 - (b) to help the Agent promote its Services and seek out potential new clients; and
 - (c) to respond to any enquiries the Agent receives from Consumer Affairs Victoria in connection with this Authority or the sale of the Property.
- 12.3 You may contact the Agent between 9:00 am and 5:00 pm, Monday to Friday (except public holidays) in the State in order to access or change any personal information.
- 12.4 The Agent also hereby notifies You in relation to the following:

- (a) the Agent may disclose your personal information to the Harcourts Franchisor and to Harcourts Franchisees;
 - (b) the Harcourts Franchisor's details are as follows:
 - (i) name and ACN: Harcourts Victoria Pty Ltd (ACN 123 600 028);
 - (ii) address: 31 Amy Johnson Place, Eaglefarm, Queensland;
 - (iii) phone number: +61 7 3839 3100;
 - (iv) email address of privacy officer: legalservices@harcourts.net;
 - (c) the Harcourts Franchisor may disclose your personal information to Harcourts Related Entities and other members of the Harcourts Network for the following purposes:
 - (i) to contact You in connection to products or services offered by the Harcourts Franchisor, Harcourts Related Entities, Harcourts Franchisees or other members of the Harcourts Network;
 - (ii) to contact You to discuss your experience and satisfaction with the services provided to You by the Agent;
 - (iii) to contact You to provide You with direct marketing for any other product, service, promotion or offer that the Harcourts Franchisor or its Related Entities decide may interest You;
 - (d) the Harcourts Franchisor may be limited in the goods and services it can offer to You, if your personal information is not collected by the Harcourts Franchisor;
 - (e) the Harcourts Franchisor may be limited in the goods and services it can offer to the Agent and other members of the Network in relation to the services provided to You, if your personal information is not collected by the Harcourts Franchisor;
 - (f) the Agent and the Harcourts Franchisor are unlikely to disclose Your personal information to any overseas recipients; and
 - (g) the Harcourts Franchisor's privacy policy, which is located at www.harcourts.com.au/harcourts/, contains:
 - (i) information about how You may access the personal information that the Harcourts Franchisor holds about You and to seek correction of such information;
 - (ii) how You may complain about a breach of the privacy principles; and
 - (iii) how the Harcourts Franchisor will deal with any complaint about a breach of the privacy principles.
- 12.5 You agree that the Agent may use any photography and marketing materials obtained by the Agent in relation to the Property throughout the course of the Term for any of the following purposes:
- (a) to advertise the Property for lease (regardless of whether You are the landlord);
 - (b) to advertise the Property for sale (regardless of whether You are the seller); and/or
 - (c) to promote the Agent's business.

13. General Conditions

- 13.1 Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this Authority and any transaction contemplated by it.
- 13.2 A provision of this Authority which can and is intended to operate after its conclusion will remain in full force and effect.
- 13.3 A single or partial exercise or waiver of a right relating to this Authority will not prevent any other exercise of that right or the exercise of any other right.
- 13.4 A party will not be liable for any loss, cost or expense of any other party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.
- 13.5 This Authority may not be modified, discharged or abandoned unless by a document signed by the parties.
- 13.6 The rights and obligations of each party under this Authority are personal. No party may assign, encumber or otherwise deal with such rights and obligations without the prior written consent of all other parties.
- 13.7 If a person signs this Authority on Your behalf, that person is personally responsible for the due performance of Your obligations under this Authority. If You are a corporation, then You agree to procure a guarantee and indemnity in favour of the Agent and signed by Your directors in a form acceptable to the Agent, if required by the Agent.
- 13.8 This Authority is to be governed by and construed in accordance with all applicable laws in force in the State from time to time and the parties submit to the non-exclusive jurisdiction of the courts of the State.
- 13.9 If You comprise more than one person, then your obligations under this Authority are joint and several.
- 13.10 You consent to this Authority being signed electronically in accordance with the Electronic Transactions (Victoria) Act 2000.

14. Definitions and Interpretation

In this Authority, unless specified to the contrary:

Act means the *Estate Agents Act 1980* (Vic), including any applicable amendments or variation passed as law.

Agent means the Agent described in the Particulars of Appointment.

Auction means a public competitive sale in which the Property is sold to the highest bidder.

Authority means this Exclusive Auction Authority.

Binding Offer means, in respect of a Property:

- (a) an offer at the "Vendor's Reserve" that would result in a legally enforceable contract, if the contract was signed by You and exchanged with the Purchaser. The contract must be signed by the Purchaser; or
- (b) a legally enforceable Contract signed by You and the Purchaser,

where **legally enforceable** means enforceable 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.

CAV means Consumer Affairs Victoria.

Cheque Fee means a fee in the amount of \$30 payable in respect of any bank cheque issued by the Agent on Your behalf.

Commission means the payment to the Agent referred to under the heading "Agent's Commission".

Comparable Properties means, in respect of a Property, properties that the Agent reasonably considers to be comparable to the Property in line with section 47AC of the Act. Generally, it refers to properties of similar condition and location, and that were sold in a comparable timeframe.

Completion means, in respect of a Contract for a Property, the completion of the sale of the Property pursuant to the terms of the Contract, and

Completed has a corresponding meaning.

Continuing Authority Period means the period commencing on the day after the end of the Exclusive Authority Period and ending on the last day of the period specified in the Particulars of Appointment.

Contract means, in respect of a Property, the contract of sale for the Property.

Dangerous Condition means any physical defect in the Property that may cause damage to the Property or injure any person on the Property.

Deposit Moneys has the same meaning as it has in the *Sale of Land Act 1962* (Vic). Generally, it refers to money paid as part of the agreed price but before the purchaser or lessor is entitled to the title of a Property.

Director means the Director of CAV.

Dishonoured Cheque Fee means a fee in the amount of \$15 payable by You to the Agent with respect to any dishonoured cheque given to the Agent in respect of your Property.

Estate Agent has the meaning given to it in the Act.

Exclusive Authority Period means the period commencing on the date of this Authority and ending on the last day of the period specified in the Particulars of Appointment. If no period is specified, the Exclusive Authority Period will commence on the date of this Authority and conclude 180 days later.

Express Processing Fee means a fee payable by You to the Agent of \$110 (including GST) in respect of the Agent's assistance with processing settlement funds within 24 hours of receipt of confirmation of settlement having occurred. For the avoidance of doubt, this fee is payable to the Agent in addition to the Settlement Processing Fee.

Governmental Agency means a government or government department or other body, a governmental, semi-governmental or judicial person or a person who is charged with the administration of any law.

GST has the meaning given to that term in the GST Law.

GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee and Indemnity by Guarantor means the guarantee and indemnity contained in Annexure A of this Authority (if any).

General Non-Enduring Power of Attorney means any general non-enduring power of attorney given by the Vendor to the Agent (if any).

Harcourts Franchisees means other franchisees within the Harcourts franchise group of which the Agent is a member and Harcourts Victoria Pty Ltd is franchisor.

Harcourts Franchisor means Harcourts Victoria Pty Ltd (ACN 123 600 028) of 31 Amy Johnson Place, Eaglefarm, Queensland.

Harcourts Network means Harcourts International Ltd, NAI Harcourts, Landmark Harcourts, Harcourts Group (Australia) Pty Ltd, Harcourts Victoria Pty Ltd, the Agent, other Harcourts franchisees and their respective officers, employees and staff.

Harcourts Related Entities has the meaning given to it by section 9 of the Corporations Act 2001 (Cth).

Interest means:

- (a) any proprietary or equitable interest in the property;
- (b) any beneficial interest in any trust, company or other entity that acquires the Property.

Introduced means, in respect of a Purchaser and a Property, the Purchaser was made aware that the Property was available to purchaser regardless of the source, including but not limited to viewing, hearing or reading an advertisement of whatever nature or medium or any article, website, board, placard or other literature, and **Introduction** has the corresponding meaning.

Marketing Budget means any itemised list provided to the Vendor and contained in this Authority which sets out advertising and marketing services which the Agent agrees to provide and the itemised amount to be paid for each such services.

Marketing Expenses mean the marketing and other expenses of the Agent described in this Authority.

Material Fact means:

- (a) any fact, matter or circumstance which an average, reasonably informed purchaser with a fair-minded understanding of the property market would generally regard as material in their decision to buy the Property;
- (b) any fact, matter or circumstance which an average, reasonably informed purchaser with a fair-minded understanding of the property market would generally regard as material in their decision regarding the price that they are prepared to pay for the Property; or
- (c) any fact, matter or circumstance which may or otherwise does constitute a material fact for the purposes of the Sale of Land Act 1962 (Vic).

Multiple Transaction Fee means a fee in the amount of \$15 per transaction, payable by You to the Agent and applicable in circumstances where the Agent is required to make multiple transactions as a result of the existence of multiple Vendors named in the Authority

Outgoings mean:

- (a) the Marketing Expenses; and
- (b) any other expenses authorised by You in connection with the Agent performing the Services.

Particulars of Appointment means the Particulars of Appointment attached to this Authority.

Private Sale means the sale of a Property conducted by private negotiation and not in the manner of an auction.

Professional Fees means any:

- (a) Commission the Agent becomes entitled to; and
- (b) duly authorised and expended Outgoings.

Property means the property described in the Particulars of Appointment.

Purchaser means the person(s) to whom the Property is Sold.

Purchaser Deposit Credit Card Transaction Fee means a fee equivalent to 1.2% of the transacted amount, payable by You to the Agent with respect to the Deposit.

Rata Sure Marketing Agreement means the Rata Sure Marketing Agreement signed by the Vendor (if any).

Sale Price means the price set out in the Binding Offer.

Services means:

- (a) advertising and marketing the Property for the purpose of selling the Property;
- (b) conducting an Auction; and
- (c) facilitating a Private Sale of the Property.

Settlement Processing Fee means a fee payable by You to the Agent in the amount of **\$88.00** with respect to effecting settlement of the Property.

Sold means that:

- (a) You obtain a Binding Offer for the Property;
- (b) You or any other person sells, transfers or grants any Interest in the Property;
- (c) You or any other person agree to sell, to transfer or to grant any Interest in the Property; or
- (d) You or any other person exercise a right to nominate a purchaser under a contract of sale in respect of the Property, having the effect of giving You or that other person a right in personam against the nominated purchaser in respect of the purchase of the Property;

and **Sale**, **Sell** and **Selling** have corresponding meanings.

State means the State of Victoria in the Commonwealth of Australia.

Statement of Information means, in respect of a Property, the statement prepared by the Agent for the Property in accordance with the provisions of the

Act.

Tax means any tax, levy, charge, impost, rates, duty, fee, deduction, compulsory loan or withholding tax which is (or is able to be) assessed, levied, imposed or collected by or payable to any Governmental Agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed or made on or in respect of the above.

Term means the Exclusive Authority Period, the Continuing Authority Period and any further period as determined between You and the Agent in writing.

Vendor means the Vendor described in the Particulars of Appointment.

Vendor's Reserve or Reserve Price means a price equal to or greater than the Vendor's reserve stated in Particulars of Appointment.

You means the Vendor(s) named in the Particulars of Appointment, and Your has a corresponding meaning.

15. Rules for interpretation

In this Authority unless specified to the contrary:

- 15.1 Words importing the singular number include the plural and vice versa and words importing any gender include all other genders.
- 15.2 Headings are for reference only and shall not affect the construction of this agreement.
- 15.3 A reference to a party if more than one is to them jointly and severally.
- 15.4 All schedules are included as part of this Authority (including, if applicable, the Guarantee and Indemnity by Guarantor, the General Non-Enduring Power of Attorney, and the Rata Sure Marketing Agreement).
- 15.5 Any reference to "dollars" or "\$" is a reference to Australian currency.
- 15.6 The expression "person" shall include a corporation.
- 15.7 Use of the word including and similar expressions are not, nor are they to be interpreted as, words of limitation.
- 15.8 A reference to a party includes the party's executors, administrators, successors and permitted assigns.
- 15.9 A reference to a person includes a natural person, a company or other entities recognised by law.
- 15.10 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislation or legislative provision substituted for, that legislation or legislative provision.
- 15.11 The language in all parts of this agreement shall be in all cases construed in accordance with its fair and common meaning and not strictly for or against any of the parties.

16. Compliance with Law

- 16.1 This Authority is to be interpreted so that it complies with all applicable laws. If any provision of this Authority does not comply with any law, then it must be read down so as to give it as much effect as possible.
- 16.2 The parties intend to comply with all applicable laws, and agree to facilitate the other party's compliance with the law (insofar as it relates to the terms of this Authority).
- 16.3 The parties agree to do all things necessary to rectify any aspect of this Authority that is not compliant with any law, insofar as is necessary to give effect to the substance of the terms of this Authority (including, agreeing to amend any clause that is not compliant with any law, and/or re-signing a new Authority on substantially the same terms).
- 16.4 If it is not possible to rectify any aspect of this Authority that is not compliant with the law, then it is to be severed from this Authority and the remaining clauses will continue to have full force and effect.
- 16.5 You acknowledge that the Agent 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 form and any other documents necessary in order to permit the Agent to share such Commissions, including re-signing this Authority if requested by the Agent

Revisions - 36 Gabriel Terrace, South Morang Victoria 3752

Revised: 15 Nov 24
Auction Date: 19/12/2024

Revised: 15 Nov 24
Marketing expenses

Previous amount:
Advertising: \$5,365
Other: \$0
Total: \$5,365

Marketing expenses are payable on: written request - Written request: Digital Pack 1
Harcourts Stock Board
Diakrit 8D

Revised amount:
Advertising: \$9,319.23
Other: \$0
Total: \$9,319.23

Marketing expenses are payable on: written request - Written request: Digital Pack 1
Harcourts Stock Board
Diakrit 8D
Staging

Revised: 15 Nov 24
Time of auction: 06:30 PM

Revised: 26 Nov 24
Auction Date: 23/12/2024

TLL & TL TL B

26/11/2024 26/11/2024 15/11/2024 45/11/2024 15/11/2024