

EXCLUSIVE SALES AUTHORITY
PARTICULARS OF APPOINTMENT

Stockdale
& Leggo

1. Agent details:

Clause 1.1(2)

Name: PBO Group Pty Ltd atf The PBO Family Trust trading as Stockdale & Leggo Wangaratta
ABN: 73 530 718 357
Address: 16-18 Murphy St, Wangaratta, Victoria, 3677
Phone: (03) 5722 2336 Fax: (03) 5722 2113 Mobile: 0407 221 842
Contact: Peter Joyce Email: peterjoyce@stockdaleleggo.com.au

2. Vendors Details

Name: Geoff Francis and Maria Rose Gourley
Address:
Telephone 0438800203
Email: mgourley7@bigpond.com
GST Registered: YES ~~(NO)~~ If yes, please provide ABN:.....

3. Property (Includes land and all improvements)

Clause 1.1(8)

3.1 Address of property to be sold: (which include any chattels to be sold)
2-66 Sisely Ave Wangaratta Victoria 3677

3.2 Included All fixed floor coverings, window furnishings, light fittings, TV antenna
3.3 Property to be sold as: ☐ With vacant possession / ☐ Subject to a tenancy

Additional fixtures:

Exclusions:

4. Vendors Sale asking price and preferred settlement date:

Clause 5.4

\$235,000

30 / 60 / 90 / 120 days from date of contract

4.1 Agents estimate of selling price (Section 47A of the Estate Agents Act 1980)

Clause 9

Note: This is the Agent's opinion and is not a valuation. 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 between

\$210,000

and

\$230,000

4.2 Commission (including GST)

Clause 7

Calculated as: 2.7% of the sale price

The Vendor acknowledges having been informed by the Agent, before signing this Authority that the Agent's Fees and the Marketing Expenses are subject to negotiation.

Dollar amount of estimated commission:

\$6345.00

including GST of

\$576.81

if sold at a price of

\$235,000

5. Marketing expenses:

Clause 4 and 7.7, 7.9

The vendor shall reimburse the agency for the following authorised expenses incurred during the term of this authority payable by invoice

Expense of **\$700.00** to advertise on

www.realestate.com.au
www.domain.com.au
www.stockdaleleggo/wangaratta.com.au
www.view.com.au

Additional expenses:

Professional Photography	\$250.00
Floor Plan	\$150.00
Aerial Photography	\$150.00
Chronicle Advertising	\$500.00

Marketing expense total:

\$0.00

6. Authority period: (Section 54(1) of the Estate Agents Act 1980)

Clauses 3 and 7.1(a)

6.1 This Exclusive (Sole) Authority is for the period of 120 day's from the date of signing this agreement.

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.

6.2 At the end of the term of the Exclusive Authority (item 6.1), unless terminated, this agreement authority will continue as an Ongoing Authority period of 0 days (ongoing authority period)

Clauses 3.3 and 7.1(b)

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7. Rebate Statement. NO rebate will be received (Section 49A(4) of the *Estate Agents Act 1980*)

The agent is not entitled to retain any rebate and must not charge the client an amount for any expenses that is more than the cost of those expenses. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.

8. Making of complaints

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.

9. Commission Sharing

Clause 7.11

Will the agent's commission be shared with other people (other than a licensed estate agent or agents representative employed by the agent, or a licensed agent who is in partnership with the agent)? **Yes or No**
(If "Yes", the Agent must complete and give to the Vendor the "Notice of Commission Sharing" set out In this Authority.)

10. Privacy Statement Act 1988, Collection and use of personal information

Clause 14

As your estate agent we collect personal information about you (if you are an individual) and with your consent (indicated by the boxes in which there is an "X") will use it for the following purposes –

- ☒ to act for you and perform our obligations under this Authority, or carry out other instructions you give to us during the term of this Authority;
- ☒ to liaise with your conveyancer, legal practitioner, accountant, financial planner or institution, tradespeople, bodies corporate, government, statutory or municipal bodies or other necessary third parties in connection with performing our obligations under this Authority or other instructions you may give to us;
- ☒ to enable us to provide estimates of the selling price of real estate as required by the Estate Agents Act 1980;
- ☒ to enable us to prepare appraisals and/or valuations of real estate;
- ☒ to enable us to promote our services and/or seek out potential clients;

-Unless you subsequently advise us in writing that we may no longer use your personal information for any or all of these purposes.

-We may be required to collect and use your personal information under Commonwealth and Victorian laws relating to the sale of real estate, taxation, foreign investment, money laundering and terrorism.

-You may contact us between 9.00am and 6.00pm Monday to Friday (public holidays accepted) to gain access to or amend the personal information we hold about you. Our contact details are on the first page of this Authority.

-The main consequences for you if all or part of your personal information is not provided to us are that we may not be able to act for you and/or perform our obligations under this Authority or effectively liaise with persons with whom we will need to have contact to perform our obligations under this Authority, or otherwise carry out other instructions you give to us.

I/We consent to the collection and use of my/our personal information for the above purposes.

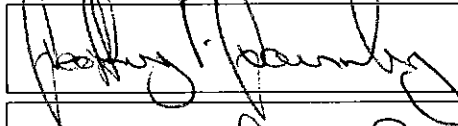
11. Signature:

Signature of Agent



Date: 27.03.19...

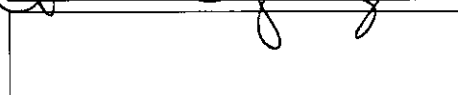
Signature of Vendor/s



Date: 4.4.19...



Date: 4.4.19...



Date:/...../.....

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Terms of Authority

1. Definitions

1.1 In this Authority, which includes the Item Schedule, the following terms mean:

- (1) **Act:** The Estate Agents Act 1980 as amended
 - (2) **Agent:** means the Agent set out in Item (2) together with the Agent's representative as defined by the Act.
 - (3) **Authority:** this Exclusive Selling Agency Authority consisting of the Item Schedule, Terms of Authority and any additional schedules that may be attached.
 - (4) **Exclusive (Sole) Authority:** Has the meaning given in Item 6 of the Particulars and Clause 3.1.
 - (5) **Expenses:** any cost of charge incurred by the Agent (including in respect of advertising or marketing) in carrying out the Agent's obligations under this Authority.
 - (6) **GST:** where used in this Authority, has the meaning used in A New Tax System (Goods and Services Tax) Act 1999 and "GST" includes any applicable rulings issued by the Commissioner of Taxation.
 - (7) **GST Act:** refers to the A New Tax System (Goods and Services Tax) Act 1999.
 - (8) **Item:** an Item in the Item Schedule forming part of this Authority.
 - (9) **Ongoing Authority:** Has the meaning given in Item 6 of the Particulars and Clause 3.4 of this Authority.
 - (10) **Property:** the Property as described in Item (3).
 - (11) **Relevant and Material Facts:** facts relating to the Vendor's obligations and authority as detailed in Clause 5, including but without limitation, property ownership, tenancy agreements, safety and condition of the Property and fittings and compliance with relevant Government legislation.
- 1.2 Other words and phrases not defined in this Authority will, where applicable, take on those meanings given to them in the Act.

2. Vendor's Confirmation

- 2.1 By signing this Authority the Vendor(s) warrants and confirms that:
- (1) It has read this Authority;
 - (2) It is authorised to enter into this Authority;
 - (3) that it is authorised by law to enter into a Contract of Sale to sell the property;

- (4) it is not under any legal disability or such other legal impediment as to invalidate this authority;
 - (5) It has lawful authority to grant the Agent selling rights of the Property;
 - (6) that the Property is not subject to any binding sale contract at the time of entering into this Authority;
 - (7) in accordance with s 49A(1)(b) of the Estate Agents Act 1980, prior to signing this Authority the Vendor was advised by the Agent that Expenses and Commission were subject to negotiation;
 - (8) It received at the time of signing a signed copy of this Authority;
 - (9) it has had the opportunity to obtain legal and other professional advice with respect to this Authority;
 - (10) prior to signing, the Vendor's attention has been drawn to Item (11) Commission Sharing, Item (12) Making a Complaint Concerning Commission and/or Outgoings, Item (14) Rebate Statement and Clause 13 Dispute Resolution; and
 - (11) commission sharing is applicable as indicated in Item (11) the Vendor acknowledges prior to signing this Authority, having received notice of commission sharing in accordance with section 48 of the Estate Agents Act 1980.
- 2.2 Where the Vendor is a proprietary company the Agent the directors of such company must provide personal guarantees guaranteeing the company's performance under this Authority, the guarantee being attached to the Authority in the attached Schedule 1.

3. Agency and Authority

3.1 Exclusive Authority

The Vendor by this Authority appoints the Agent as Exclusive Selling (Sole) Agent for the term of this Authority as set out in Item (6) or any extension to the exclusive authority period and will refer any prospective buyers of which the Vendor becomes aware to the Agent. Authority vested in the Agent by this Authority shall also be deemed to be vested in the Agent's authorised employees.

- 3.2 The Agent agrees to such appointment.
- 3.3 At the expiration of the Exclusive Sales Authority, this Authority shall continue as an Ongoing Authority in accordance with this Clause 3.

3.4 Ongoing Authority

Either party may terminate this Authority during Ongoing Authority period at any

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time on the giving of not less than 14 days written notice. Such termination will be without prejudice to either party's existing rights, duties or obligations.

4. Agent's Selling Obligations and Authority

4.1 (1) The Agent will market the Property, as instructed by the Vendor in accordance with this Exclusive Selling Authority.

4.1 (2) The Agent is authorised to advertise the Property for sale, in accordance with the Vendor's Instructions, at the Vendor's Sale Price (Item 4) or such other price as the Vendor may from time to time instruct in writing.

4.2 The Agent will take reasonable steps to ensure goods and services obtained for the Vendor are at competitive prices.

4.3 (1) The Agent must provide financial statements and account to the Vendor with respect to all monies received, paid or used by the Agent, carrying out the Agent's obligations under this Authority.
(2) The Agent will issue tax invoices, when necessary or required by the Vendor, in respect of all monies owing by the Vendor to the Agent.

4.4 The Agent's authority does not extend beyond the terms of this Authority and the Agent will not be required to provide services not authorised by this Authority.

4.5 Where explicitly authorised in writing to do so by the Vendor, the Agent may sign the Contract where the terms have been agreed to by the Vendor. For this purpose, and where authorised in accordance with this clause, the Vendor appoints the Agent as its Attorney for the specific purpose of executing and dating such Contract.

4.6 Any services provided will be appropriate and carried out with all reasonable due care and skill.

5. Vendor's Obligations and Authority

5.1 The Vendor has at the time of entering into this Authority:

- (a) Disclosed to the Agent all relevant and material facts
- (b) Made no statement with respect to the land which the Vendor knows or has reason to believe may misleading or deceptive. (Section 12 of the Sale of Land Act 1962.)
- (c) Provided all information relevant to Section 32 of the Sale of Land Act 1962.

5.2 The Vendor will at all times during the currency of this Authority keep the Agent

advised of and disclose to the Agent in writing details, reasonably known to the Vendor, of any defects or want of repair to the Property likely to result in or cause injury to persons occupying, entering upon or using the Property.

5.3 The Vendor acknowledges, for the purposes of Clause 5.1, having been advised by the Agent of its obligations with respect to the relevant sections of the Sale of Land Act 1962, in particular Sections 12 and 32.

5.4 Where the Vendor has nominated a Vendor's Sale Price in Item (4) the Vendor must consider offers to buy at that price.

5.5 Where a product, fixture or fitting provided with the Property has a warning label or safety instructions attached the Vendor is not to deface, damage or remove such label.

6. Indemnity

The Agent having complied with its obligations under this Authority and not having been negligent, the Vendor indemnifies the Agent, its officers and employees, from and against all actions, claims, demands, losses, costs, damages and expenses which the Agent may suffer or incur in respect of:

- (a) The Vendor's failure (without fault on the part of the Agent) to comply with this Authority; or
- (b) The vendor's failure to give the Agent appropriate authority or instruction, or sufficient funds to carry out an instruction or authority; or
- (c) In accordance with the terms and conditions of this Authority, the Agent acting on behalf of the Vendor under this Authority; or
- (d) A warning label or safety instructions having been removed, damaged or defaced where a product or fitting has been supplied to the Property with such a label or instruction attached.

7. Commissions, Fees and Expenses

7.1 The Vendor acknowledges the Agent is entitled to Commission and reimbursement of expenses if:

- (a) During the initial or any extended Exclusive Authority Period (item 6.1), the Property is sold, including in accordance with Clause 7.2; or
- (b) During the Ongoing Authority Period (item 6.2) the property is sold and the Agent is the effective cause of sale; or

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- (c) During the initial or extended or ongoing authority period a signed offer is provided by the Agent to the Vendor which is in the form of a contract enforceable if signed by the Vendor and exchanged with the Buyer, at a price that is not less than the Vendor's Sale Price (Item 4) and otherwise in accordance with this Authority; or
 - (d) Within 120 days after the conclusion of the Exclusive Authority Period, the Property is sold to a Buyer introduced by the Agent during the Exclusive Authority Period and the Agent is the effective cause of the sale; or
 - (e) A binding sale contract is entered into pursuant to or in accordance with Clauses 7.1(a), 7.1 (b) or 7.1(d) and not completed due to:
 - (1) Cancellation by mutual consent
 - (2) The default of the Vendor
 - (3) Repudiation by the Vendor
 - (4) Breach of warranty by the Vendor resulting in termination of the Contract by the Buyer.
- 7.2 The Agent will be entitled to the Commission if the Property is sold during the Exclusive Authority Period irrespective of whether the Property is sold by the Agent, Vendor or another person.
- 7.3 The Commission will be calculated on the actual price the Property is sold for (Selling price) notwithstanding such Selling Price may be greater or less than the Vendor's Sale Price set out in Item (4).
- 7.4 The Commission will be payable by the Vendor on settlement of the sale or within 7 days of the Vendor's default in Clause 7.1(e).
- 7.5 The Vendor authorises and directs the Commission, Fees and Expenses (including taxes and GST if applicable) to be paid to the Agent by the person (including the Agent) holding the deposit or other monies due under the contract for the sale of the Property. The Authority shall be sufficient authority and discharge for such payment.
- 7.6 The Agent will not be entitled to the Commission (Item 9) if after the termination or conclusion of this Authority the Vendor has signed an Exclusive Authority with another Agent.
- 7.7 The Vendor will pay all Commissions, fees, charges, Expenses and other outlays owing to or incurred by the Agent in association with this Authority (including any taxes or deductions debited by financial institutions against the Agent's account and attributable to the affairs of the Vendor).
- 7.8 This Authority cannot be varied without agreement in writing signed by the parties.
- 7.9 Unless otherwise stated, all prices of Goods and Services Tax ("GST") under this Authority include (where applicable) GST.
- 7.10 If the Agent is entitled to an input tax credit on any payment or expense the Vendor will reimburse such payment or expense to the Agent at its GST free value unless payment by Vendor to the Agent amounts to a taxable supply as defined in the GST Act in which case the Vendor will pay the payment or expense plus GST.
- 7.11 The Vendor acknowledges the Agent may, during the term of the Authority, to better facilitate the provisions of the Authority, utilise the services of another Agent in which case there may be commission sharing and upon the Vendor granting consent to commission sharing, which consent will not be unreasonably withheld, the Vendor will complete a new Authority making such provision, but otherwise on the same terms as this Authority (unless amendment is agreed to) including completion of Item (11) to enable such commission sharing for the balance term of this Authority.
- 7.12 The parties agree the Property is sold, or a sale obtained, when a binding contract which is obtained in compliance with this Authority for the sale of this Property becomes unconditional.
- 7.13 The parties agree a Buyer will have been introduced to a property where the Agent has been a source of information with respect to bringing to the attention of a Buyer that such property is available for purchase.
- 8. Interest on Overdue Monies**
Any monies payable under this Authority by the Vendor to the Agent (or any judgment given in respect of this Authority) not paid when due will attract Interest from the due date for payment, to the date of payment at the rate prescribed by the Attorney General in accordance with Penalty Interest Rates Act 1983.

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9. Agents Opinion

- 9.1 The Agent makes no representation as to being a financial or investment advisor.
- 9.2 The Agent's Estimated Selling Price range is applicable as at the date of this Authority and is the Agent's honest and fair opinion of the estimated value. Nothing in this section requires the Estimated Selling Price (Item 5) and the Vendor's Sale Price (Item 4) to be the same amount.
- 9.3 An Agent making a false representation as to the Estimate Selling Price commits an offense under the Act in which case penalties apply.

10. Buyer's Default

In the case of default by the Buyer in not completing the settlement of an unconditional Contract of Sale, the Vendor must pay the Agent's Commissions, Fees and Expenses and to do the Agent so may draw upon, and is authorised to do so, any deposit moneys it may hold. Should any balance of Commissions, Fees and Expenses remain unpaid thereafter the Vendor shall pay same in accordance with this Authority.

11. Provision of Documents

The parties agree and confirm documents may be forwarded electronically if the recipient has provided an email address or facsimile number in the Item Schedule to this Authority.

12. Special Conditions

Any Special Conditions to this Authority shall form part of this Authority. Should there be inconsistency between the terms of this Authority and a Special Condition, the Special Condition shall apply.

13. Dispute Resolution

In compliance with the Estate Agents (Professional Conduct) Regulations 2008 the

Agent has in place procedures for resolving complaints and disputes arising from the operation the Agent's estate agency practice. If a complaint is made the Agent will advise the dispute resolving procedures. The Agent will may every effort to minimize or resolve disputes relating to the Agent's performance.

14. Privacy Statement

- 14.1 The Agent must comply with the provisions of the Australian Privacy Principles (Privacy Act 1988) and where required maintain a Privacy Policy.
- 14.2 The Privacy Policy outlines how the Agent collects and uses personal information provided by you as the Vendor, or obtained by other means, to provide the services required by you or on your behalf.
- 14.3 You as the Vendor agree the Agent may, subject to the Privacy Act 1988 (CTH) (where applicable), collect, use and disclose such information to:
 - (1) Potential buyers, to the extent required to prepare a contract for the sale of the Property; and/or
 - (2) Property data collection agencies; and/or;
 - (3) Owners Corporations and financial institutions; and/or
 - (4) Other third parties as may be required by the Agent for the purposes of marketing, sales promotion, administration relating to the use of the Agent's products and services and complying with legislative and regulatory requirements.
- 14.4 Without provision of certain information the Agent may not be able to act effectively or at all on the Vendor's behalf.
- 14.5 The Vendor has the right to access such information and may require correction or amendment of any inaccurate incomplete, out of date or irrelevant information.
- 14.6 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.