

Agent Details

Agent: **CHRIS ZHANG PTY LTD T/A Harcourts Asap Group** ABN: **79 150 923 354**
Address: **Level 1, Suite 3, West Tower/ 77 Victor Crescent, Narre Warren Victoria 3805** ACN: **150 923 354**
Attention: **Calvin Davis**
Phone: **0387250893** Mobile: Email: **calvin.davis@harcourts.com.au**

Vendor Details

Vendor: **Hans Weiss** ACN:
Address: **14 Emmerson Street, Keysborough Victoria 3173** ABN: **N/A**
Attention:
Phone: Mobile: Email: **hansweiss@live.com**

Property Details

Property: **2/1a Ambrie Crescent, Noble Park Victoria 3174**
Title Reference Lot Section
Chattels included: **All fixed floor coverings, window furnishings and electric light fittings as inspected, As per Contract of Sale**
Chattels excluded:

Auction Terms

Exclusive authority period: **45** days after the date of this Auction.
Continuing authority period: **30** days after the end of the Exclusive Authority Period.
Auction date: **Sat 6 Apr 2024** Time of auction:
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, 45, 60, 90, 120** days

Agent's Estimate of Selling Price

Section 47A of the Estate Agents Act 1980: 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: **\$500,000** and **\$550,000**

Section 47AE of the Estate Agents Act: if the Agent knows or could be reasonably expected to know that the ESP is no longer reasonable, the ESP is to be revised as follows:

Revised amount: OR a range between: and

Agent's Commission (incl GST)

1% off market, 1.2% on the market

Please refer to Commission Attachment .

Marketing and Other Expenses

Advertising: \$2,000.00 Other: \$0.00 Total: \$2,000.00

Marketing expenses are payable on: Prior to the commencement of marketing campaign

Execution by or on behalf of the Agent and the Vendor(s)

Agent:

Vendor:



05/03/2024

Calvin Davis

05/03/2024

Hans Weiss

Conditions of Exclusive Auction Authority

1. Appointment of Agent

You acknowledge and agree that:

- a) The terms of the appointment of the Agent to market, sell, advertise or promote the Property are contained in this clause 1.
- b) The Vendor hereby appoints the Agent, and the Agent accepts such appointment, to perform the Services for or on behalf of the Vendor in respect of the Property.
- c) The appointment of the Agent to perform the Services for or on behalf of the Vendor will be:
 - i) an exclusive appointment throughout all material times that comprise the Exclusive Authority Period; and
 - ii) a non-exclusive appointment throughout all material times that comprise the Continuing Authority Period.
- d) The appointment of the Agent is otherwise subject to any and all terms of this Authority.
- e) The Vendor acknowledges that the exclusive appointment of the Agent means that Commission may be payable to the Agent if the Property is Sold by another person or agency in accordance with the circumstances set out in clause 2 below.

2. Commission

- a) In consideration of the performance of the Services under this Authority, the Vendor agrees and acknowledges that the Agent will be entitled to Commission subject to the terms and conditions contained in this clause 2.
- b) The Commission to which the Agent is entitled in accordance with this clause 2 shall be due and payable when the Property is Sold.
- c) The Agent shall be entitled to Commission in the event that the Property is Sold:
 - i) during the Exclusive Authority Period by the Agent or by any other person (including the Vendor or any other Estate Agent);
 - ii) during the Continuing Authority Period by the Agent;
 - iii) to any person Introduced to the Property prior to the execution by the Vendor and the Agent of this Authority and to whom, as a direct or indirect result of that Introduction, the Property is Sold; or
 - iv) to a person who was Introduced by the Agent to the Property during the Exclusive Authority Period, the Introduction resulting directly or indirectly in the Property being Sold to the person so Introduced within 120 days after the expiration of the Exclusive Authority Period.
- d) The Agent's rights to Commission payable under this Authority will not be affected by the Vendor entering into any other similar agreement or authority with a different agent.
- e) The obligations and entitlements in this clause 2 shall survive the expiration of this Authority.

3. Commission Sharing

- a) The Agent may share the Commission which it is entitled to in accordance with this Authority.
- b) The Agent's entitlement to share in Commission will arise only in respect of:
 - i) employees of the Agent (on the provision that such employees are registered and licenced Estate Agents);
 - ii) representatives of the Agent;
 - iii) business partners of the Agent (on the provision that such business partners are registered and licenced Estate Agents); and/or
 - iv) any channel or conjunction agent.

4. Commission Sharing

- a) In the event that there is no time stated in the Particulars as it relates to the Exclusive Authority Period, then clause 4 shall apply.
- b) Any Exclusive Authority Period in respect of which no time is stated or otherwise agreed to between the Vendor and the Agent in accordance with the Particulars shall have its duration determined as follows:
 - i) In the event that the Property is subject to a sale by auction, the Exclusive Authority Period will be deemed to be 30 (thirty) days from the date of the auction.

- ii) In the event that the Property is not subject to a sale by auction and is subject to a Private Sale, the Exclusive Authority Period will be deemed to be sixty (60) days from the date of execution of this Authority.

5. Continuing Authority Period

- a) The Continuing Authority Period shall commence on the day after the Exclusive Authority Period has expired and shall continue for the period of time stated in the Particulars.

6. Rebate Statement

- a) A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an Agent to keep any rebate they receive for advertising or other outgoings purchased by the Agent on your behalf. Section 48A of the Estate Agents Act 1980 (Vic) requires the Agent to immediately pay the Vendor any rebate they receive in relation to the sale, management or leasing of the Vendor's property.
- b) 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 is not entitled to retain any rebate and must not charge the Vendor for an amount for any expenses that is more than the cost of those expenses.

7. Vendor Acknowledgements

- a) The Vendor hereby agrees, acknowledges and warrants that:
 - i) it will provide the Agent with any and all information as requested by the Agent from time to time that would allow for the Agent to undertake the Services on behalf of the Vendor;
 - ii) it will, upon request of the Agent, grant the Agent access to the Property, or any part of the Property, for the purposes of facilitating the performance of the Services by the Agent;
 - iii) it was informed by the Agent prior to executing the Authority that the Commission and any Marketing Expenses chargeable under this Authority were subject to negotiation and that the Agent fully informed the Vendor of the particulars of any such Commission and Marketing Expenses being proposed;
 - iv) the Commission and Marketing Expenses referred to in this Authority are fair and reasonable and that the Vendor shall be obligated to make payment when it falls due for any such Commission and/or Marketing Expenses;
 - v) any Marketing Expenses will be payable notwithstanding that the Property is not Sold;
 - vi) it has read this Authority and been given a signed copy of the Authority;
 - vii) it will keep the Agent fully informed of the particulars of any communications between it and a Purchaser (or their respective agents or representatives) and provide copies of such communications (if they are in writing) upon request of the Agent;
 - viii) the Property is in a suitable and liveable condition at the date of execution of this Authority. In the event that the Vendor is made aware of the condition of the Property being substantially altered from the date of execution of this Authority, then it must as soon as practicable alert the Agent in writing as the change in condition of the Property. Should the condition of the Property be deemed to be dangerous or unliveable or unfit for purpose, then the Vendor further agrees and acknowledges that it will indemnify and hold harmless the Agent (and any of the Agent's assigns, representatives or related persons) against any and all claims resulting from the condition of the Property;
 - ix) it will keep the Agent abreast of any and all defects in respect of the Property arising at any time during the prescribed authority periods contained in this Authority. In the event that the Vendor uncovers a defect (whether latent or patent) then the details of such defect must be communicated to the Agent as soon as practicable;
 - x) in the event that any Commission, Marketing Expenses or other fees and costs incurred under this Authority are not duly paid in accordance with the timeframes imposed by the relevant tax invoices in which those fees are evidenced, then it will be obligated to pay penalty interest on any and all outstanding amounts owing to the Agent at the rate prescribed by Section 2 of the Penalty Interest Rates Act 1983 (Vic). For the purposes of calculating penalty interest payable, the relevant date for the commencement of the calculation will be the due date of the relevant payment;
 - xi) in the event that the Property is subject to sale by auction, it shall not engage in dummy bidding;
 - xii) it authorises the Agent to collect personal information in accordance with the terms of this Authority;
 - xiii) it will pay to the Agent any Commission in the event that the Property is Sold;
 - xiv) it has read and understood the terms of this Authority. In the event that it has not read or understood the terms of this Authority, then the Vendor further acknowledges that it has sought independent advice as to the contents of this Authority so as to enable it to understand its terms;

- xv it is the registered proprietor(s) of the Property and is/are duly authorised to enter into this Authority;
- xvi any and all material facts pertaining to the Property have been disclosed to the Agent prior to executing this Authority;
- xvii it has been provided with a copy of the Rebate Statement and Notice of Commission Sharing; and
- xviii all information provided to the Agent in accordance with this Authority is complete, accurate and up-to-date.

8. Charge

- a) In the event that the Vendor fails to provide payment contemplated under this Authority (including any failure to make payment of any Marketing Expenses, Commission or other expenses) then the Vendor agrees and acknowledges that the Agent may, without further notice, lodge a caveat against the Property in order to secure its interest.
- b) All costs associated with an application or lodgement of a caveat are payable by the Vendor upon request and the Vendor indemnifies the Agent from all such associated costs including, without limitation, legal costs incurred by the Agent for the purposes of clause 8(a).

9. Indemnity of the Agent

- a) The Vendor agrees that s/he or they shall indemnify and keep indemnified the Agent against any and all liabilities, losses, claims, demands, costs or expenses incurred by the Agent that arise, whether directly or indirectly, or are connected to any breach of a provision of this Authority by the Vendor including, without limitation, any breach of the Vendor Acknowledgements.

10. Complaints

a.) Making a Complaint

- i) If you have any problems or issues arising out of this Authority, please ensure that they are raised directly with the Agent.
- ii) 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.
 - (1) telephone (during business hours);
 - (2) email; or
 - (3) post
- iii) The details and addresses for notice of a complaint are set out in the Particulars.
- iv) In making a complaint, please provide as much detail as possible about the complaint, including the outcome or resolution sought.
- v) If you need help describing or sending your complaint, or if you would like to discuss your concerns informally first, please feel free to contact that Agent prior to lodging a formal complaint.

b.) How we handle the complaint

- i) The Agent's internal complaints officer will oversee the complaints process. This person is responsible for working with the Vendor and relevant Agent, to ensure that the issues raised are fully examined and that the complaint is handled in accordance with this process.
- ii) The complaints officer will treat the process, and all the details of the complaint, in strict confidence. If the complaints officer needs to discuss any issues arising from the complaint with someone outside of the agency, s/he will obtain the Vendor's consent first.
- iii) The agency will always try to give the Vendor a fair opportunity to explain its case. The Vendor should make its initial complaint as clear as possible. Sometimes it may be necessary to meet with the Vendor in person to discuss its concerns and to try to find a satisfactory outcome.

c.) Timeframe for resolving complaints

- i) The agency will try to resolve any complaint as soon as possible. However, how long this takes will depend on the nature and complexity of the issues that have been raised.
- ii) Acknowledgment of receipt of the complaint will be sent to the complainant within two business days. The agency will give the Vendor an estimate of how long it may take for it to deal with the matter and the agency will try to finalise the matter within five business days.

d.) Actions taken to resolve the complaint

- i) If the agency decides that the complaint is justified, it will then decide what action it should take in

response. An outcome or resolution commensurate to the nature of the complaint will always try to be obtained, however, this may not always be possible.

- ii) In resolving the complaint, the agency may:
 - (1) take steps to rectify the problem or issues raised;
 - (2) provide additional information or advice; or
 - (3) take steps to change its policies or procedures if the complaint identifies a problem in the way the agency is operating

e.) If the outcome proposed by the Agent is not satisfactory to the Vendor, then it may direct the issue to the Director, Consumer Affairs Victoria, GPO Box 4567, Melbourne VIC 3001 or by telephoning 1300 73 70 30.

f.) Complaints relating to Commission or Marketing Expenses

- i) In respect of any complaints arising out of Commission, Marketing Expenses or other costs under this Authority, all such complaints should be made to the Director, Consumer Affairs Victoria, GPO Box 4567, Melbourne VIC 3001 or by telephoning 1300 73 70 30.
- ii) Unless there are exceptional circumstances, Consumer Affairs Victoria cannot deal with any dispute concerning Commission or Marketing Expenses unless it is given notice of the dispute within 28 days of the Vendor receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

11. Personal Information and Privacy

- a) Personal information is defined in the Privacy Act 1988 and includes, without limitation names, signatures, home addresses, email addresses, telephone numbers, dates of birth, medical records, bank account details, employment details, driver's licence numbers and passport details.
- b) By signing this Authority, the Vendor consents to the Agent collecting, holding, using and disclosing any and all personal information for the purposes of performing the Services, or for any other purposes contemplated in this clause 11.
- c) The Agent may use any personal information it collects in relation to the Vendor in connection with performing the Services or otherwise as indicated by this clause 11, including without limitation:
 - i) to provide details of the sale of the Property to any third parties including other agents and valuers;
 - ii) to facilitate the sale and settlement of the Property;
 - iii) to promote the Services of the Agent including any related marketing and advertising for the purposes of seeking out potential new clients;
 - iv) to otherwise market or advertise the Property or the attempted sale of the Property;
 - v) to respond to any enquiries the Agent receives from Consumer Affairs Victoria in connection with this Authority or the sale of the Property.
- d) In the event that the Vendor requires access to, or is seeking to correct, amend or otherwise vary its personal information provided to the Agent, then s/he or they may contact the Agent between 9:00 am and 5:00 pm, Monday to Friday (except public holidays) in order to facilitate such access, variation, correction or amendment as required.
- e) In the event that the Vendor considers that the Agent has breached any of its obligations under the Privacy Act 1988, then it may lodge a complaint with the Agent directly in writing by directing the notice of complaint to the address set out in the Particulars of this Authority. The Agent will attempt to resolve any complaints referred to it in accordance with this clause in a timely manner. Should the complaint be unable to be resolved in a satisfactory manner, then the Vendor may refer the complaint to the Office of the Australian Information Commissioner GPO Box 5288, Sydney NSW 2001 or enquiries@oaic.gov.au or by fax to +61 2 6123 5145.

12. GST

- a) For the purposes of this clause 12:
 - i) **GST** has the meaning given to that term in the GST Law.
 - ii) **GST Law** has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- b) Any expression used in this clause that is defined in GST Law has that defined meaning.
- c) 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:
 - i) the GST exclusive consideration; and

- ii) the amount of GST payable by the Supplier in respect of that supply, (the GST Amount).
- d) The Recipient's obligation to pay the GST Amount is subject to the Supplier first providing to the Recipient a valid tax invoice conforming with the requirements of GST Law.

13. Health and Safety

- a) The Vendor will:
 - i) ensure there is no risk to the environment or health, safety and welfare of the Agent's employees, officers and any prospective purchaser and that all requirements under all legislation applicable or relevant to the Property are met;
 - ii) provide the Agent and any other persons who visit the Property with the following (as appropriate):
 - 1) any site induction under the Vendor's policies;
 - 2) any information about hazards or risks to health and safety; and
 - 3) details of any emergency plans and procedures (including evacuation plans) relating to the Property.

14. Intellectual Property and Moral Rights

- a) For the purposes of this clause 14:
 - i) **Intellectual Property Rights** means any intellectual or industrial property generated by the Agent or Vendor (whether alone or with any other persons) in the course of, or in connection with, the provision of the Services by the Agent to the Vendor under or in connection with this Authority (whether before or after the date of this Authority) including, without limitation:
 - 1) goodwill;
 - 2) any patent, trade mark (whether registered or common law), trade name, copyright, registered design, trade secret, Confidential Information, know-how or computer program;
 - 3) any licence or other right to use or to grant the use of or to be the registered owner or user of any of them; and
 - 4) any Moral Rights.
 - ii) **Moral Rights** mean the following rights in respect of any Intellectual Property Rights:
 - 1) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
 - 2) the right of attribution of authorship of a work; and
 - 3) the right not to have authorship of a work falsely attributed, (which are rights created by the Copyright Act 1968 (Cth)), and any other similar right capable of protection under the laws of any applicable jurisdiction.
- b) In performing the Services under this Authority, the Agent shall retain any and all entitlement (legal or equitable) to any pre-existing Intellectual Property Rights.
- c) Any Intellectual Property Rights created during the Term of this Authority shall vest in the Agent exclusively.
- d) The Vendor:
 - i) agrees to assign to the Agent all existing and future Intellectual Property Rights arising from the provision of the Services under this Authority;
 - ii) acknowledges that all existing and future Intellectual Property Rights are vested, or will vest, in the Agent;
 - iii) must disclose all Intellectual Property Rights to the Agent and do all things reasonably requested by the Agent from time to time to enable the Agent to exploit and further assure the rights assigned, and consents given, under this clause.
- e) The Vendor:
 - i) acknowledges that it may have Moral Rights and in so far as it is able to do so, the Vendor waives its Moral Rights;
 - ii) voluntarily and unconditionally consents to all or any acts or omissions by the Agent, or persons authorised by the Agent, which would otherwise infringe its Moral Rights; and
 - iii) must promptly do all things reasonably requested by the Agent from time to time to enable the Agent to exploit and further assure the rights assigned, and consents given, under this clause.

15. Termination of Authority

- a) Subject to clause 15(b), this Authority will continue for the duration of the Term.
- b) This Authority may be terminated by:
 - i) mutual agreement in writing at any time during the Term; or
 - ii) the Agent in the event that the Vendor defaults in any of its obligations under this Authority provided that:
 - 1) the Agent has served to the Vendor a written notice setting out the default;
 - 2) the written notice of default provides for a seven (7) day period within which the Vendor may remedy the default; and
 - 3) the Vendor has not adequately remedied the default within the seven (7) day notice period.
- c) This clause 15 survives the expiry or termination of this Authority
- d) In the event that this Authority expires in accordance with clause 15(a) or is terminated in accordance with clause 15(b), then any accrued rights or entitlements of either party prior to such expiration or termination will subsist.
- e) For the purposes of clause 15(d), any accrued rights and entitlements will extend to any and all claims for Commission or Marketing Expenses payable under this Authority to the Agent that were incurred prior to the expiration or termination date.

16. Deposit, Transfer and Cancellation

- a) Subject to any provisions set out in the Sale of Land Act 1962 (Vic):
 - i) any Commission, Marketing Expenses or other costs properly incurred and owing to the Agent may be deducted from the Deposit being held by the Agent in trust without the Vendor's authorisation; and
 - ii) if any Deposit is held by the Vendor's conveyancer or legal practitioner, the Vendor appoints the Agent to act as its attorney to direct and authorise the conveyancer or legal practitioner to pay any Commission, Marketing Expenses or other costs properly incurred and Taxes required to be deducted by law, including GST, to the Agent.
- b) In the event that the Property subject to sale under this Authority is not Completed by the Purchaser for any reason and the result of which is that the Vendor is entitled to recover the Deposit (or any part thereof) then:
 - i) the Vendor must take all reasonable steps, or direct its legal representative to take all reasonable steps, to recover the Deposit from the Purchaser; and
 - ii) the Vendor shall pay to the Agent any Commission, Marketing Expenses or other costs owing to the Agent under this authority from any amounts recovered from the Purchaser.
- c) For the avoidance of doubt, any failure by the Vendor, or its legal representative, to recover amounts owing to it will not operate to vary the Vendor's obligations to make payment of the Commission, Marketing Expenses or other costs owing to the Agent, and the Agent reserves all its rights in respect of making a claim for payment of those amounts.
- d) Any cancellation of the Contract by any party for any reason will not relieve the Vendor of its obligations to make payment to the Agent of any Commission, Marketing Expenses or other costs incurred under this Authority.
- e) In the event that the Deposit is transferred between stakeholders, the Vendor authorises that the Agent may retain an amount equal to any Commission, Marketing Expenses or other costs owing to it under this Authority.

17. Insurance

- a) The Vendor must ensure that a valid policy of insurance is maintained at all material times throughout the Term of this Authority.
- b) Upon request of the Agent, the Vendor must provide a certificate of currency with respect to the relevant insurance policy in a form satisfactory to the Agent.

18. Conjunction Agents

- a) The Agent may appoint conjunction agents or third-party introducers to assist in selling the Property or otherwise performing the Services.

19. General

- a) Interpretation

In this Authority:

 - i) any reference to "dollars" or "\$" is a reference to Australian currency;
 - ii) any undertaking, representation, warranty or indemnity by two or more parties (including where two or

- more persons are included in the same defined term) binds them jointly and severally;
- iii) headings are for reference only and do not affect interpretation;
- iv) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
- v) unless stated otherwise, anything required to be done on or by a day which is not a Business Day, must be done on or by the next Business Day;
- vi) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting;
- vii) examples and use of the word including and similar expressions do not limit what else may be included; and
- viii) unless the context requires otherwise, a reference in this document to:

- 1) a party to any document includes that person's successors and permitted substitutes and assigns;
- 2) an agreement includes any legally enforceable arrangement, understanding, undertaking or representation whether or not in writing;
- 3) a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time;
- 4) any thing includes any part of it and a reference to a group of things or persons includes each thing or person in that group;
- 5) clauses are to those in this document;
- 6) a person, corporation, body corporate, association, joint venture, trust, partnership, unincorporated body, government agency or other entity includes any of them;
- 7) time is to Melbourne time unless stated otherwise;
- 8) legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement;
- 9) policies and procedures means the policies and procedures of the Agent as introduced and amended from time to time; and
- 10) property or an asset includes any real or personal, present or future, tangible or intangible property or asset and any right, interest, revenue or benefit in, under or derived from the property or asset.

b) Compliance with Law

- i) This Authority is to be interpreted so that it complies with all applicable laws and legislation from time to time.
- ii) If a provision of this Authority does not comply with a particular law or legislative provision, then the parties agree that the provision must be read down as far as possible to give effect to that provision.

c) Severability

- i) A provision of this Authority that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability.
- ii) This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of this document in any jurisdiction.

d) Entire Agreement

- i) This Authority:
 - 1) constitutes the entire agreement between the parties; and
 - 2) supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

e) Compliance with Law

- i) This document is governed by the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

f) Variation

- i) A variation of this Authority must be in writing and signed by or on behalf of each party to it, except that

the Agent may change the Commission payable by written notice.

g) Notices

i) A Notice must be:

- 1) in writing and English; and
- 2) hand delivered or sent by prepaid post (or airmail if applicable) or email to the recipient's address for notices specified in this document, as varied by any Notice given by the recipient to the party.
- 3) A Notice by email is taken to be in writing and signed by the named sender.
- 4) A Notice given in accordance with clause 10.1(a) takes effect when received (or at a later time specified in it), and is taken to be received:
 - (a) if hand delivered, on delivery;
 - (b) if sent by prepaid post, on the second Business Day after the date of posting; or
 - (c) if sent electronically by email, on the earlier of:
 - (i) receipt by the sender of an automated message confirming delivery; or
 - (ii) 4 hours after the time sent (as recorded on the sender's email system) unless the sender receives an automated message that the email has not been delivered or the recipient is 'out of office', but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

h) Assignment

- i) The Vendor may not assign, transfer, novate or otherwise deal with any of its rights, interests or obligations under this Authority without the Agent's prior written consent.
- ii) The Agent may at any time assign, transfer, novate or otherwise deal with all or any of its rights, interests or obligations under this Authority without the consent of any person.

i) Assignment

i) Electronic Signing

- i) This Authority may be executed by way of electronic signature.
- ii) An electronically signed version of this Authority will be deemed an original.

j) Agent may Sign

- i) The Vendor may, in its sole discretion, authorise by way of written consent the Agent to execute a contract of sale for the Property.
- ii) In the event that such consent is provided, then the Agent may only execute the contract of sale that contains terms and particulars agreed upon by the Vendor.

k) Guarantee of Company

- i) If the Vendor is a company or other corporate entity, then:
 - 1) the execution of this Authority must be undertaken in accordance with the Corporations Act2001 (Cth); and
 - 2) in addition to execution of this Authority, the directors of the Vendor must provide a guarantee and indemnity in a form satisfactory to the Agent guaranteeing the obligations of the Vendor.

l) Vendor Further Authorisations

- i) The Vendor authorises the Agent to:
 - 1) communicate directly with the Vendor's legal representative for the purposes of preparing and completing any legal documentation, including the Contract, for the purposes of facilitating the Services or otherwise;
 - 2) enter into negotiations on its behalf with respect to the sale of the Property;
 - 3) exchange the executed Contract between all relevant parties and stakeholders;
 - 4) receive the purchase price, or any part thereof, payable for the Property;

- 5) receive any notices in respect of the Property or the proposed sale of the Property including any notices required to be give under the Sale of Land Act 1962 (Vic); and
- 6) disclose the Sale Price and the date of sale of the Property on any platform including, without limitation, any real estate website from time to time.

m) Powers

- i) Powers under this Authority are cumulative and do not limit or exclude Powers under law. Full or partial exercise of a Power does not prevent a further exercise of that or any other Power. No failure or delay in exercising a Power operates as a waiver or representation. Unless expressly provided in this document, no Power or this document merges in, limits or excludes any other Power, this document or any judgment which the Agent (or anyone claiming through it) may have or obtain.

n) Non-mergers

- i) A provision of this Agreement which can and is intended to operate after its conclusion will remain in full force and effect.

o) Definitions

- (1) **Act** means the Estate Agents Act 1980 (Vic), including any applicable amendments or variations passed as law from time to time.
- (2) **Agent** means the Agent as set out in the Particulars.
- (3) **Authority** means this document and any annexures or schedules attached which shall be deemed to form part of the document.
- (4) **Binding Offer** means
 - (a) an offer made by the Purchaser for the Property at the Vendor's Reserve that would result in a Legally Enforceable contract, provided that such contract was duly executed by the Vendor and given to the Purchaser, by way of exchange; or
 - (b) a Legally Enforceable contract signed by the Vendor and the Purchaser.
- (5) **Business Day** means a weekday on which banks are open for general banking business in Melbourne.
- (6) **CAV** means Consumer Affairs Victoria.
- (7) **Commission** means the amount payable to the Agent as set out in the Particulars.
- (8) **Completion** or **Completed** means, in respect of a Contract for a Property, the completion or settlement of the transaction to sell the Property pursuant to the terms of the Contract.
- (9) **Confidential Information** means:
 - (a) all confidential information, including information and material relating to the business, affairs and operations of the Agent and its clients, investors or suppliers of which the Vendor became aware or generated (both before and after the date of this Authority);
 - (b) all copies, notes and records based on, or incorporating, the information referred to in paragraph (a) of this definition;
 - (c) information that is by its nature confidential;
 - (d) information that is designated by the Agent as confidential; or
 - (e) information that the Vendor knows or ought to reasonably have known is confidential in nature, but does not include any information that was public knowledge prior to the date of this Authority or became so at a later date (other than as a result of a breach of confidentiality by, or involving, the Vendor).
- (10) **Continuing Authority Period** means the time period set out in the Particulars.
- (11) **Contract** means, in respect of a Property, the contract of sale for the Property entered into between the Vendor and the Purchaser.
- (12) **Deposit** has the meaning given to it in the Sale of Land Act 1962 (Vic).
- (13) **Director** means the Director of CAV.
- (14) **Estate Agent** has the meaning given to it in the Act
- (15) **Exclusive Authority Period** means the time period set out in the Particulars or otherwise contemplated in clause 4.
- (16) **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.

- (17) **Introduced or Introduction** means the Purchaser was made aware that the Property was available to purchase via any source or medium through or in connection with the Agent (or its related persons or entities) including without limitation:
- (a) online marketing or advertisements;
 - (b) social media;
 - (c) newspaper, editorial, letter, magazine or other written publication;
 - (d) radio or podcast;
 - (e) billboard or signage, whether publicly or privately placed; or
 - (f) any other form or medium through which the Property is displayed, advertised or otherwise conveyed.
- (18) **Legally Enforceable** means enforceable by an order for specific performance and/or upon the breach of which either Vendor or the Purchaser would be entitled to an award of damages.
- (19) **Marketing Expenses** mean the marketing and other expenses set out in the Particulars.
- (20) **Particulars** means the particulars attached to this Authority.
- (21) **Power** means any right, power, discretion or remedy of the Agent under this Authority or applicable law.
- (22) **Private Sale** means the sale of a Property without going to auction.
- (23) **Property** means the property described in the Particulars.
- (24) **Purchaser** means the person(s) to whom the Property is Sold, or a Binding Offer is made by.
- (25) **Sale Price** means the price set out in the Binding Offer.
- (26) **Services** means:
- (a) the performance by the Agent of any advertising and marketing the Property for the purpose of selling the Property; or
 - (b) facilitating a Private Sale of the Property.
- (27) **Sold** means that a Binding Offer is obtained in respect of the Property.
- (28) **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.
- (29) **Term** means the Exclusive Authority Period, the Continuing Authority Period and any further period as determined between the Vendor and the Agent in writing.
- (30) **Vendor** means the person(s) set out in the Particulars.
- (31) **Vendor's Reserve** is the price stated in Particulars.

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

IMPORTANT INFORMATION FOR VENDORS

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:

<i>Name and address of person with whom the commission will be shared</i>	<i>Description of such person</i>
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Signature of Agent:



05/03/2024

Calvin Davis

Signature of Vendor(s):



05/03/2024

Hans Weiss

Rebate statement form approved by the Director for Sections 48A and 49A of the *Estate Agents Act 1980*

IMPORTANT INFORMATION FOR VENDORS/LANDLORD(S)

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an Agent to keep any rebate they receive for advertising or other outgoings purchased by the Agent on your behalf. Section 48A of the *Estate Agents Act 1980* requires the Agent to immediately pay you any rebate they receive in relation to the sale, management or leasing of your property.

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.

Select one of the following options:

1) The Agent will not be, or is not likely to be, entitled to any rebates.

2) The agent will be, or is likely to be, entitled to rebates.

List of rebates:

- any outgoings;
- any pre-payments made by the person engaging or appointing the agent (the client) in respect of any intended expenditure by the agent on the client's behalf; or
- any payments made by the client to another person in respect of the work.

Goods/services to which rebate relates	Name of person or organisation providing rebate	Amount (including GST)(if amount not known, provide an estimate)

Signature of Agent:

[Signature box for Agent]

Calvin Davis

Signature of Vendor(s):

[Signature box for Vendor(s)]

Hans Weiss