

EXCLUSIVE SALE AUTHORITY - PARTICULARS OF APPOINTMENT

Agent Details

Agent: [Fletchers Ballarat Pty Ltd T/A Fletchers Ballarat](#) **ACN:** 137 239 608
Address: 607 Sturt Street, Ballarat Central Victoria 3350
Attention: [Dean Parish](#)
Phone: 03 5333 4797 **Mobile:**
Email: dean.parish@fletchers.net.au

Vendor Details

Vendor: [Marlon John Slack](#) **ACN:**
Address: 604 Urquhart Street, Ballarat Victoria 3550 **ABN:** N/A
Attention:
Phone: **Mobile:** 0405416564
Email: marlonslack@gmail.com

Property Details

Property: 604 Urquhart Street, Ballarat Central Victoria 3350
Goods included: [As per Contract of Sale](#)
Goods excluded:

Sale Terms

Exclusive authority period: 90 days
 Continuing authority period: 30 days from the end of the exclusive authority period
 The Property is being sold: with vacant possession **OR** subject to any tenancy
 and upon payment full purchase price upon terms of payment of full deposit and the sum of:
 of: **OR**
 The property is being sold [Private Sale](#)
 as: **Vendor's asking price:** \$350,000 payable in [Negotiable](#) 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: \$350,000 and \$360,000
 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: \$350,000 GST N/A
 Dollar amount of estimated commission: \$7,700
 Including GST of \$700.00

Marketing expenses (incl GST)

Advertising: \$2,488.00

Other: \$0.00

Total: \$2,488.00

Marketing expenses are payable *Signing of this Authority*

on:

Agent:

Vendor/s:



21/03/2024

Dean Parish



21/03/2024

Marlon John Slack

Date:

Thu 21 Mar 2024

Marketing Expenses (payable whether or not the property is sold)

604 Urquhart Street, Ballarat Central Victoria 3350

Total \$2,488.00

Fletchers, its related entities, officers and employees, may directly or indirectly hold shares, units and/or options in, or be an officer and/or employee of, one or more of the following suppliers:

- Domain Pty Ltd, which may be engaged to provide advertising services in connection with this Authority;
- Real Time Bookings Pty Ltd, which provides a booking service for suppliers used in connection with this Authority;
- REA Group Ltd, which may be engaged to provide advertising services in connection with this Authority;
- Rez Studio Pty Ltd, which may be engaged to provide photography, floor plans and video marketing services in connection with this Authority;
- Your Porter, which may be engaged to provide connection services in connection with this Authority;
- Beaumont Marketing Services Pty Ltd, which may be engaged to provide marketing services in connection with this Authority;
- Campaign Agent Pty Ltd, which may be engaged to provide vendor paid advertising funding in connection with this Authority;

Inspection Authority

The vendor hereby authorises the Agent (Fletchers) to show the property to potential buyers, on the following terms and conditions, by means of:

- Publicly advertised "Open for Inspections" Private buyer inspections of the property

Whilst Fletchers will take all reasonable care to ensure the security and safety of your property and contents thereof, we accept no responsibility in relation to any items that are deemed missing during buyer inspections, including at 'open for inspections' or before or during an 'auction'. As the majority of home insurance policies contain a specific exclusion for "unexplained disappearance", it may be in your interest to :

a) Remove and store object/s of value (in particular small objects); **and/or** b) Discuss with your insurers about taking out a short term insurance policy Whilst it's possible that property is damaged or stolen during buyer inspections, our experience demonstrates that such problems are rare.

IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW (ACL)

The ACL prohibits us, as your estate agent, making false or misleading representations about the price payable for your property. You agree that the advertised price reflects our estimate and is not less than any minimum price you have indicated to us.

Consideration of Offers

1. Private Sale - Offers in a contract of sale (signed contract of sale and deposit required)

- The vendor hereby instructs Fletchers that offers will only be considered when documented on a binding contract of sale, with a time and date for acceptance, and accompanied by a 10% deposit.

2. Expression of Interest

- The vendor hereby instructs Fletchers to refer offer if detailed in Fletchers Expressions of Interest Form by the intending purchaser(s).
- The vendor hereby instructs Fletchers to inform all potential purchasers that I/we will not consider offers or enquiries, whether or not in a contract of sale, made before my/our Expressions of Interest closing date.

3. Auction

- The vendor hereby instructs Fletchers to inform all potential purchasers that the property is to be auctioned. I/we will not consider any offers or enquiries, whether or not in a contract of sale, made before my/our auction.
- The vendor hereby instructs Fletchers that offers will only be considered when documented on a binding contract of sale, with a time and date for acceptance, and accompanied by a 10% deposit.

Agent Signature



21/03/2024

Dean Parish

Vendor(s) signature(s)



21/03/2024

Marlon John Slack

This authorisation remains effective unless I/we advise Fletchers that my/our price expectations have changed. If this occurs, I/we will promptly advise Fletchers in writing, and I/we agree to amend the existing authorisation or sign a new one.

TERMS OF APPOINTMENT

1. **Fletchers' Entitlement to Commission**

You agree to pay Us the Commission on the terms of this Authority if the Property is sold:

- 1.1 by Fletchers during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by Fletchers during the continuing authority period; or
- 1.3 by Fletchers to a person introduced to the Property before You signed this Authority; or
- 1.4 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by Fletchers within the exclusive authority period and to whom the Property is sold, as a result of the introduction.

The Commission is due and payable by You on the Property being sold.

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

2. **Exclusive Authority Period**

If this Authority does not state when the exclusive authority period is to end, the exclusive authority period ends:

- 2.1 in the case of a sale by auction, 30 days after the date of the auction;
- 2.2 in any other case, 60 days after the date this Authority is signed by You or on Your behalf.

3. **Continuing Authority Period**

- 3.1 If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and:
 - 3.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled by You; and
 - 3.1.2 on the day it starts, Fletchers' exclusive authority period ends.
- 3.2 You may cancel the continuing authority period at any time by written notice to Fletchers.
- 3.3 Clause 1 continues to apply, if the continuing authority period is cancelled.

4. **Your Acknowledgements**

You acknowledge:

- 4.1 being informed by Fletchers before signing this Authority that the Commission and Marketing Expenses are negotiable;
- 4.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 4.3 Commission is payable in accord with this Authority, if the Property is sold;
- 4.4 at the date of this Authority no other agent holds an exclusive authority for the sale of the Property;
- 4.5 Fletchers has relied on the information provided by You to prepare this Authority and Fletchers will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Fletchers, as provided in this Authority;
- 4.6 being informed by Fletchers before signing this Authority that Fletchers have procedures for resolving complaints and disputes;
- 4.7 receipt of a copy of this Authority at the time of signing this Authority or as soon as practicable either by electronic means or hard copy.
- 4.8 the Marketing Expenses include file administration, editorial request, consultancy, advertisement placement/proofing, internet response and funding of media campaign;
- 4.9 If you use the services of Campaign Agent:
 - 4.9.1 additional fees and charges may become payable to Campaign Agent as per your separate agreement to Campaign Agent (as varied by Campaign Agent from time to time);
 - 4.9.2 any fees and charges made by Campaign Agent are not negotiable with Fletchers;
 - 4.9.3 Fletchers is authorised to provide a copy of this Authority and any other related documents particulars and information to Campaign Agent to assist it in providing services to You;
 - 4.9.4 Fletchers is authorised to pay Campaign Agent any fees and charges as notified by Campaign Agent from time to time on Your behalf by deduction from any deposit or other moneys received and held on Your behalf.

5. **Authority to Receive Notices**

You authorise Fletchers to receive a cooling off notice given under Section 31 of the Sale of Land Act 1962. This authorisation is effective even if this Authority to act for You formally expires on the sale of the Property.

6. **Commission Sharing**

You acknowledge that Fletchers 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 and any other documents necessary in order to permit Fletchers to share such commissions, if requested by Fletchers.

7. **Rebate**

Fletchers will not, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission or other benefit and includes non-monetary benefits. Fletchers is not entitled to retain any rebate and must not charge You an amount for any expense that is more than the cost of those expenses. Fletchers must pay You any rebate Fletchers receives in relation to the sale of Your property. If Fletchers is entitled to a rebate, the rebate Statement Form approved by Director of Consumer Affairs Victoria will be completed at the time of signing this Authority. The form can be downloaded at www.consumer.vic.gov.au

8. **Agent May Sign Contract**

On Your written request, Fletchers may sign a contract of sale for the Property which contains terms of sale agreed to by You.

9. **Right to Commission**

You agree with Fletchers that an agreement between You and the Purchaser to bring an enforceable contract of sale for the Property to an end or the ending of an enforceable contract of sale as a result of a default by You or the Purchaser shall not relieve You of the obligation to pay the Commission and Marketing Expenses and any other moneys due and payable by You to Fletchers in connection

with the sale of the Property.

10. Signatory Bound

A person signing this Authority for or on behalf of You is personally responsible for the due performance of Your obligations as if that person was You. If required by Fletchers, that person will procure the execution of a guarantee and indemnity in favour of Fletchers by the directors of a vendor that is a corporation or the committee members of a vendor that is an incorporated association, in a form acceptable to Fletchers' legal practitioner.

11. Role as Stakeholder

If while a stakeholder Fletchers are requested to transfer the deposit moneys to Your legal practitioner or conveyancer or to another estate agent acting on behalf of You, You agree Fletchers may retain out of the deposit moneys an amount equal to Fletchers' Commission and/or Marketing Expenses that Fletchers are then or will become entitled to and any other moneys that Fletchers are or will become entitled to by law in relation to the sale of the Property.

12. Dispute Resolution

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

13. Making a Complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV), GPO Box 4567, Melbourne, Victoria 3001 or by telephoning 1300 55 81 81. 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 Fletchers has taken the amount in dispute, whichever is later.

14. Fletchers' Role

Fletchers will advertise, market and endeavour to sell the Property.

15. Collection and use of personal information

15.1 Fletchers may collect personal information in relation to You and use it in relation to selling the Property. Fletchers may provide it to others with whom Fletchers need to have contact in connection with performing Fletchers' role as estate agent.

15.2 Fletchers may also use Your personal information in connection with:

15.2.1 providing details of the sale of the Property to the REIV and/or realestate.com.au Ltd to enable either or both to collect and/or disseminate details of the sale of real estate;

15.2.2 to enable Fletchers to promote Fletchers' services and seek out potential purchasers;

15.2.3 to respond to enquiries received from Consumer Affairs Victoria and/or the REIV relating to this Authority and/or the sale of the Property.

15.3 You can contact Fletchers during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. Fletchers' contact details are incorporated in the Particulars of Appointment in this Authority.

15.4 If any part of Your personal information is not provided to Fletchers, then Fletchers may not be able to act for You and/or effectively perform Fletchers' role as estate agent.

15.5 Fletchers will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Fletchers. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.fletchers.net.au/privacy>

GENERAL CONDITIONS

16. Vendor Obligations

16.1 If the Purchaser does not complete the purchase of the Property and forfeits the deposit, You will take all reasonable steps to recover any unpaid deposit from the Purchaser and/or any other person who may be liable for payment of the deposit and to pay the Commission and Marketing Expenses and any other moneys due and payable to Fletchers from the sum of the deposit paid or recovered.

16.2 If You fail to pay Fletchers any moneys due under this Authority within 30 days of receipt of Fletchers' invoice ("the due date for payment"), then if demanded by Fletchers You must pay interest at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 on the unpaid money (or the balance owing from time to time) calculated from the due date for payment to and including the day on which the unpaid money is paid in full.

16.3 If You are a natural person, a corporation or an incorporated association and a person signs on Your behalf, the person signing is responsible for the due performance of Your obligations as if that person was You.

16.4 If You are a corporation or an incorporated association, and Fletchers require You to do so the person signing this Authority will in addition have the directors of the corporation or the committee of the incorporated association sign a guarantee and indemnity in Fletchers' favour in a form acceptable to Fletchers' legal practitioner.

16.5 You irrevocably authorise Fletchers to deduct from any deposit moneys held by Fletchers the Commission, Marketing Expenses and any other money due to Fletchers pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.

16.6 If the Property is sold and no deposit moneys are held by Fletchers, You will pay the Commission, Marketing Expenses and any other money due to Fletchers pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.

16.7 If any deposit moneys are held by Your conveyancer or legal practitioner, You appoint Fletchers as Your attorney under

power to direct and authorise the conveyancer or legal practitioner to pay to Fletchers on demand the Commission, Marketing Expenses and any other money due to Fletchers pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST. You agree to promptly ratify and confirm any exercise of the power of attorney if Fletchers request You to do so.

17. Marketing Expenses

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

18. Security

The Client charges the Property with the payment of all Fees and Charges properly incurred and payable to Fletchers which remain unpaid 30 days after the date of issue of any invoice. Fletchers shall have the benefit of the Charge until all moneys due and payable to Fletchers are paid in full.

19. GST

If this Authority requires You to pay or reimburse or contribute to an amount paid or payable by Fletchers in respect of an acquisition from a third party to which Fletchers are entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by Fletchers plus the GST payable in respect of that supply but only if Fletchers' recovery from You is a GST taxable supply.

20. Legal Compliance

This Authority shall be interpreted so that it complies with all applicable laws. If any provision does not comply with any law then it must be read down so as to give it as much effect as possible. You agree to help facilitate Fletchers complying with the law in so far as it relates to the terms of this Authority. You agree to do all things necessary to rectify any part of this Authority that does not comply with any law insofar as it is necessary to give effect to the terms of this Authority including (but not limited to) amending any provision of this Authority that is not compliant with any law or sign a new Authority. If that is not possible You agree to rectify any aspect of this Authority that does not comply with the law.

21. Definitions and Interpretation

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

21.1 "Act" means the Estate Agents Act 1980.

21.2 "Authority" means this document as signed by You and as may be varied from time to time.

21.1 "binding offer " means:

21.3.1 an offer at Your Price and on the terms set out in the Particulars of Appointment which would result in an enforceable contract of sale, if signed by You and exchanged with the Purchaser; or

21.3.2 an enforceable contract of sale signed by You and the Purchaser at Your Reserve Price.

For the purposes of clause 21.3.1 the offer must be in a contract of sale signed by the Purchaser and "Your Reserve Price" has the same meaning in clause 21.19.

21.4 "Commission " means the commission specified or calculated at the rate specified in the Particulars of Appointment.

21.5 "continuing authority period " means the number of days specified as such in the Particulars of Appointment commencing on expiry of the exclusive authority period.

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

21.7 "enforceable contract of sale " means a contract which may be enforced by an order for specific performance and/or upon the breach of which either You or the Purchaser would be entitled to an award of damages.

21.8 "exclusive authority period " means the period commencing on the date of this Authority and continuing until the expiry of the number of days specified in the Particulars of Appointment.

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

21.10 "introduced to the Property " means the person was made aware the Property was available to purchase no matter what the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Property by Fletchers if the person became aware the Property was available for purchase as a result of viewing, hearing, or reading an advertisement of any nature published via any medium or any board, placard, sign or other literature referring to the availability of the Property and connected to Fletchers in any way.

21.11 "Fletchers " means any member of the Fletchers network of estate agents.

21.12 "Marketing Expenses " means the advertising and other expenses of Fletchers specified in the Particulars of Appointment.

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

21.14 "Purchaser " means any person to whom the Property is sold.

21.15 "REIV " means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).

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

21.17 "security " includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.

21.18 "You " means the vendor named in the Particulars of Appointment.

21.19 "Your Price " means a price equal to or greater than Your Price stated in the Particulars of Appointment.

21.20 A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.

21.21 If You or Fletchers comprise more than one person, the respective obligations are joint and separate.

Notice of Commission Sharing

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 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 commission is to be shared | Description of such person |
|--|----------------------------|
| Fletcher and Parker (Balwyn) Pty Ltd (ACN 004 958 794) | Real Estate Agent |
| Fletchers Banyule Pty Ltd (ACN 065 507 391) | Real Estate Agent |
| Fletchers Bellarine Pty Ltd (ACN 119 059 095) | Real Estate Agent |
| Fletchers Croydon Pty Ltd (ACN 628 809 987) | Real Estate Agent |
| Fletchers Eltham Pty Ltd (ACN 139 889 508) | Real Estate Agent |
| Fletchers Maroondah Pty Ltd (ACN 166 898 059) | Real Estate Agent |
| Fletchers Mornington Peninsula Pty Ltd (ACN 115 336 868) | Real Estate Agent |
| Fletchers Wyndham City Pty Ltd (ACN 604 331 339) | Real Estate Agent |
| Ausmax Group Pty Ltd (ACN 606 200 640) | Real Estate Agent |
| Bartcor Pty Ltd (ACN 117 905 521) | Real Estate Agent |
| Olinda Tacoma Sales Pty Ltd (ACN 133 433 664) | Real Estate Agent |
| The Trustee for The Reaps Real Estate Unit Trust (ACN 194 489 626) | Real Estate Agent |
| Fletchers Doreen Pty Ltd (ACN 626 366 050) | Real Estate Agent |
| Estate Agents Australia Pty Ltd (ACN 643 591 637) | Real Estate Agent |
| Fletchers Mooroolbark Pty Ltd (621 213 590) | Real Estate Agent |
| The Trustee for The Kash Real Estate Unit Trust (ACN 581 133 930) | Real Estate Agent |
| Unique Property International Pty Ltd (ACN 604 132 103) | Real Estate Agent |
| Datelle Pty Ltd (Robert Fletcher) ACN 006 602 071 | Real Estate Agent |
| | |

Signature of Agent:



21/03/2024

Dean Parish

Signature of Vendor(s):



21/03/2024

Marlon John Slack

CAV 80 (02/16)



consumer.vic.gov.au/estateagents