# Code 002
# Exclusive Sale Authority

REIV
The Real Estate Institute of Victoria Ltd
ABN 81 004 210 897
www.reiv.com.au

**Particulars of Appointment.**

**Agent:** Chandler & Co Real Estate ACN 149 199 244 **ACN:**

**Address:** 1689 BURWOOD HWY, BELGRAVE VIC 3160

**Attention:** SHARYN CHANDLER

**Phone:** 03 9754 6888 **Mobile:** 0439 882 442 **Fax/Email:** SHARYN@CHANDLERANDCO.COM.AU

**Vendor:** DOROTHY MAY SALAN **ABN:**

**Address:** 18 HEATHER GROVE, BELGRAVE SOUTH VIC 3160

**Phone:** 0419 109 344 **Mobile:** **Email:** dotsalan@gmail.com

**Property:** 18 HEATHER GROVE, BELGRAVE SOUTH VIC 3160

**with goods being:** ALL FIXTURES AND FITTINGS

**Exclusive authority period:** 60 **days.** **Continuing authority period:** 60 **days.**

**Property sold:** ☐ with vacant possession **OR** ☐ subject to a tenancy on payment of ☐ full purchase price

**OR** upon terms on payment of ☐ full deposit and ☐ the sum of $

**Vendor's price** $ T.B.A payable in 30-60 days

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

Single amount $ or between $ 950,000 and $ 1,040,000

**Commission**

**A fixed *Commission** (including GST) of $ **OR**

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

Dollar amount of estimated commission:

$ which includes GST of $

If sold at ~~a *GST inclusive/*GST exclusive~~ / *not subject to GST price of $

*(*delete those that do NOT apply)*
**(* Commission: Vendor please read the payment of commission terms at page 2, Item 1, before you sign this authority.)**

**Marketing Expenses** (including GST).

Advertising $ 3768.40 Other Expenses $ TOTAL $ 3768.40

**The Marketing Expenses are payable on**

***~~* the signing of this Authority~~ / * written request*** *(*delete the one that does NOT apply)* **DATE:** 26/ 4 /20 22

| **AGENT** | **VENDOR (S)** |
| --- | --- |
| [signature] | [signature] |

Agent's Copy

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The agent shall be entitled to require payment of interest at the rate of 10% per annum on all overdue payments whether for commission hereunder and the Vendor does hereby charge the property with payment of all monies falling due under this agreement and agrees to execute all or any documents in a form appropriate for registration pursuant to the Transfer of Land Act for the better securing of the debt.

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

(*If this is an off the plan sale check Item 1 reflects the agreement about payment of commission & alter if needed.)

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

**1.1** during the exclusive authority period by the Agent or by any other person (including the Vendor or another agent); or

**1.2** during the continuing authority period by the Agent; or

**1.3** to a person introduced to the Property by the Agent before the Vendor signed this Authority and to whom, as a result of the introduction, the Property is sold; or

**1.4** within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by the Agent within the exclusive authority period and to whom, as a result of the introduction, the Property is sold.

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

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

**(See the definition of "sold", "sale" and "sell" in GC 1.13)**

**Item 2. Continuing authority period**

**2.1** If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and

**2.1.1** lasts for the number of days specified in the Particulars of Appointment, unless cancelled, and

**2.1.2** on the day it starts, the Agent's exclusive appointment ends.

**2.2** The Vendor may cancel the continuing authority period at any time by written notice to the Agent.

**2.3** If the continuing authority period is cancelled, **Item 1** continues to apply.

**Item 3. Making a complaint**

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria GPO Box 4567, Melbourne, Victoria, 3001 or by telephoning 1300 73 70 30. Unless there are exceptional circumstances Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

**Item 4. Dispute resolution**

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

**Item 5. Warranty of REIV membership**

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

Agent's Copy

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