Code 002

Exclusive Sale Authority©

Chandler REAL ESTATE & Co.

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

Particulars of Appointment

Agent **Chandler and Co Real Estate** Attention **Sharyn Chandler**

Address **1689 Burwood Hwy, Belgrave VIC 3160**

ACN _____ ABN **59149199244**

Phone **03 9754 6888** Fax **03 9754 4955** Mobile **0439 882 442**

Email **sharyn@chandlerandco.com.au**

Vendor **Kate Palmer**

Address **21 Edenmont Rd, Emerald VIC 3782**

ACN _____ ABN _____

Phone _____ Mobile **K- 0450 516 225**

Email **kate.npalmer@icloud.com**

Vendor **Bradley Palmer**

Address **21 Edenmont Rd, Emerald VIC 3782**

ACN _____ ABN _____

Phone _____ Mobile **B-0483 389 931**

Email **bradley.jpalmer@icloud.com**

Property **21 Edenmont Rd, Emerald VIC 3782**

with goods being **All fixtures and fittings as inspected**

Exclusive authority period: 90 days days.

The Property is being sold [X] with vacant possession **OR** [ ] subject to (a) tenancy

OR [ ] with either vacant possession or subject to (a) tenancy

Vendor's price $ 950,000.00 payable in **30/60/90** 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 **$ 880,000.00** and **$ 950,000.00**

Commission

A fixed *commission (including GST) of $_____ **OR**

A *commission (including GST) being the following % of the sale price or calculated as follows:

1.5%

Dollar amount of estimated commission: **$ 14,250.00** which includes GST of **$ 1,295.45**

if sold at a ~~*GST inclusive~~ / ~~*GST exclusive price~~ / *Not subject to GST of **$ 950,000.00**

(*Commission: Vendor please read the payment of commission terms at Item 1 before you sign this Authority)

Marketing Expenses (including GST).

Advertising **$ 3,010.00** Other Expenses $_____ TOTAL **$ 3,010.00**

Marketing Expenses are payable on ~~*the signing of this Authority~~ / ***written request** *(*delete the one that does NOT apply)*

Date of this Agreement 1/7/2024

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Signature of Agent

Signed by:
Sharyn Chandler
78E66F18662449C...

Signature of Vendor(s)

Palmer.

Signed by:
Bradley John Palmer
D6801FFFBA0B4FF...

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 and 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 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

1.3 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 on the Property being sold.

Items **1.2** and **1.3** 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. 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 3. 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 4. 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)*

Item 5. Warranty of VicForms subscription
The Agent has an active REIV VicForms subscription, at the date of this authority. The Agent will confirm their VicForms subscription, if requested. If no active subscription is found, this authority is void.

Item 6. *Rebate Statement - no rebate will be received

Instructions

This statement is approved by the Director of Consumer Affairs Victoria for the purposes of section 49A(4) of the *Estate Agents Act 1980*. It may only be included in an agency authority if an agent is not entitled to any rebate. It should not be used if there is a possibility that an agent may receive a rebate.

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.

In addition to the statement approved by the Director of Consumer Affairs Victoria, the following statements are provided in compliance with sections 49A (4)(a) and (c) of the *Estate Agents Act 1980* -
The agent will not be, or is not likely to be, entitled to any rebate in respect of -

(i) any outgoings; or

(ii) any prepayments made by a person engaging or appointing the agent (the ***client***) in respect of any intended expenditure by the agent on the client's behalf; or

(iii) any payments made by the client to another person in respect of the work.

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.

(*If the agent will be, or is likely to be, entitled to a rebate then the agent must cross out this item, the amendment should be initialled by the parties to this agreement and the agent is to complete the rebate statement approved by the Director of Consumer Affairs Victoria for use where a rebate will be, or is likely to be, received. The approved rebate statement must be attached to each part of this authority at the time that it is signed. The rebate statement is available at https://www.consumer.vic.gov.au/).

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