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.

The agent shall be entitled to require payment of interest at the rate of 16% per annum on all overdue payments whether for outgoings or commission hereunder and the Vendor does hereby charge the property with payment of all monies falling due under this agreement and hereby to execute all or any documents in a form appropriate for registration pursuant to the Transfer of Land Act for the better assuring of the

Agent: ~~Chandler & Co Real Estate ACN 149 1~~ Chandler & Co Real Estate ACN 149 1[illegible]

Address: 1689 Burwood Hwy Belgrave.

ACN: _____ **ABN:** _____

Attention: Brad Conder **Mobile:** 0422634115.

Phone: 97546888. **Fax:** _____ **Email:** brad@chandlerandco.com.au

Vendor: Rowan + Linda Lee

Address: 1 Anderson st Kallista

ACN: _____ **ABN:** _____

Phone: h) 0423 208894 **Mobile:** 0438241078. **Email:** ladylindamac@gmail.com

Property _____

with goods being All fixtures & fittings as inspected

Exclusive authority period 60 days.

The Property is being sold ☐ with vacant possession **OR** ☐ subject to (a) tenancy **OR** ☐ with either vacant possession or subject to (a) tenancy.

Vendor's price $ TBA payable in 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~~ $ 1,195,000 or between $ 1,295,000 and $

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

A *commission (including GST) being the following % of the sale price or calculated as follows:
1.5 % of the final Sale inc gst.

Dollar amount of estimated commission:

$ 19,425 including GST of $ 1765

If sold at a *~~GST inclusive~~ / *~~GST exclusive price~~ / *not subject to GST of $ 1295,000

*(*delete the ones 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 $ 5071 Other Expenses $ _____ TOTAL $ 5071

Marketing Expenses are payable on

***the ~~signing of this Authority~~ / * written request** *(*delete the one that does NOT apply)* **DATE:** 17 / 2 /20 26.

AGENT	VENDOR(S)

Agent's Copy

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04112022

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. *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/**).

Item 6. Exclusive Authority Period (no time stated)

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: 60 days after the date the agreement is signed by, or on behalf of, the seller of the real estate or business.

Item 7. Agent's role

The Agent will advertise, market and endeavour to sell the Property.

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Agent: Chandler & Co Real Estate ACN 149 199 244

Address: 1689 Burwood Hwy Belgrave.

ACN: _____ **ABN:** _____

Attention: Brad Linder **Mobile:** 0427634115.

Phone: 97546858 **Fax:** _____ **Email:** brad@chandlerandco.com.au

Vendor: Rowan + Linda Lee

Address: 1 Anderson st Kallista

ACN: _____ **ABN:** _____

Phone: 0473708394 **Mobile:** 0438241078. **Email:** ladylindamac@gmail.com

Property _____

with goods being All fixtures + fittings as inspected

Exclusive authority period 60 days.

The Property is being sold ☐ with vacant possession **OR** ☐ subject to (a) tenancy
OR ☐ with either vacant possession or subject to (a) tenancy.

Vendor's price $ TBA payable in 60/40 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 $ 1,195,000 or between $ 1,295,000 and $

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

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

1.5 % of the final Sale inc gst

Dollar amount of estimated commission:

$ 19425 including GST of $ 1765

If sold at a *GST inclusive / *GST exclusive price / *not subject to GST of $ 1,295,000

*(*delete the ones 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 $ 5071 Other Expenses $ _____ TOTAL $ 5071

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