



EXCLUSIVE COMMERCIAL LEASING AUTHORITY

(This is a continuing Authority)

The Client exclusively appoints the Agent to endeavour to lease the Client's Property on the terms of this Authority. The Agent accepts the Client's exclusive appointment

Particulars of Appointment

Agent

Name: *HKC Ventures Pty Ltd trading as HKC Property Consultants*
ABN: *54 601 988 854*
Address: *Level 1, 3 Tivoli Road, South Yarra, Vic, 3141*
Phone: *(03) 9078 4794*
Email: *hiona@hkcpertyconsultants.com.au*

Client

Name: *Real Wealth Australia Pty Ltd*
ABN: *32 242 826 742*
Address: *c/- Level 1, 92 Main Street Greensborough Vic 3088*
Phone: *9432 1699*
Mobile:
Email: *david@realwealthaustralia.com.au*

Registered for GST? **Yes / *No*

Authority Period

Exclusive Authority Period 90 days Continuing authority Period 90 days

Client's Property Address / Fixtures and Fittings

Part, Level 1, 92 Main Street, Greensborough Vic 3088

Client's Preferred Terms / Rent / Form of Lease

~~*annual / *calendar monthly~~ rent *\$20,000.00* ~~*gross / *net~~
Payable calendar monthly in advance

~~*REIV / *Law Institute of Victoria /~~ *as prepared by Client's legal practitioner or conveyancer

Commission

Leasing Fee 10 % of the Average Annual Rental excluding GST

Dollar amount of estimated Leasing Fee *\$2,200.00* including GST of *\$200.00* on leasing at *\$20,000.00* (excluding GST) per ~~*calendar month~~ / *annum

Marketing Expenses

The marketing expenses are payable on written request.

Advertising \$545.00
Other Expenses \$ _____
TOTAL \$545.00 (excluding GST)

Signatures

Date _____
Agent _____
Client _____



General Conditions

1. In this Authority unless otherwise required by the context or subject matter:
 - 1.1 "Agent" is the Agent named in the Particulars of Appointment
 - 1.2 "binding offer" means an offer in writing signed by the proposed tenant on the Client's preferred terms set out in the Particulars of Appointment which would result in lease, if signed by the Client.
 - 1.3 "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.
 - 1.4 "gross" means rent including outgoings
 - 1.5 "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
 - 1.6 "introduced to the Client's property" means the person was made aware the Client's Property was available for lease no matter what the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Client's Property by the Agent if the person became aware the Client's Property was available for lease as a result of viewing, hearing or reading and advertisement of whatever nature or medium or any board, placard, sign, or other literature referring to the availability of the Client's Property that were connected to the Agent in any way.
 - 1.7 "lease" includes an agreement for lease, sublease, license, or an assignment.
 - 1.8 "leased" is the result of the
 - 1.8.1 Agent obtaining a binding offer; or
 - 1.8.2 Client and the proposed tenant signing a lease for the Clients Property
 - 1.9 "marketing expenses" means the advertising and other expenses of the Agent specified in the Particulars of Appointment.
 - 1.10 "net" means rent excluding outgoings
 - 1.11 "outgoings" means all costs, expenses, taxes (including GST, but excluding income and capital gains taxes), fees and/or charges payable by the Client in relation to the owning, letting, managing, maintaining, repairing, servicing, insuring, and security of the Client's Property.
 - 1.12 "person" includes a natural person, a corporation, and an incorporated association.
 - 1.13 "professional fees" means the total of the commission and Marketing Expenses as duly authorised and expended.
 - 1.14 "REIV" means The Real Estate Institute of Victoria Ltd (ACN 004 210 897) or its successor.
 - 1.15 "rent" includes licence fees.
 - 1.16 "tenant" means the person to whom the Client's Property is leased.
 - 1.17 "A reference to an act of parliament includes an act amending or superseding the act referred to.
 - 1.18 If the Agent or the Client comprises more than one person, their respective obligations are joint and individual.
2. If the Client fails to pay the Agent any moneys due under this Authority within 30 days of receipt of the Agent's invoice ("the due date of payment" then interest at the rate fixed from time to time under section 2 of the Penalty Interest Rates Act 1983 will be paid 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, if demanded.
3. A person signing this Authority for or on behalf of the Client is personally responsible for the due performance of the Client's obligations as if the signatory was the Client. If required by the Agent, the signatory will procure the execution of a guarantee and indemnity in favour of the Agent by the directors of a Client that is a corporation or the committee members of a Client that is an incorporated association, in a form acceptable to the Agent's legal practitioner.
4. The Client irrevocably authorises the Agent to deduct the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, from rent held by the Agent.
5. If the Client's Property is leased and no rent is held by the Agent, the Client will pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, on demand.
6. If rent is held in whole or part by the Client's conveyancer or legal practitioner, the Client appoints the Agent as the Client's attorney under power to direct and authorise the conveyancer or legal practitioner to pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, to the Agent. The Client agrees to promptly ratify and confirm the power of attorney, if requested.
7. Unless otherwise stated in the Particulars of Appointment, the Client will pay the maximum amount of Marketing Expenses to the Agent on signing of this Authority and in any event the Marketing Expenses will be payable on written request. When this Authority ends, the Agent will provide the Client with an itemised list of the Marketing Expenses and state and federal taxes expended or payable. The Agent will provide the itemised list at any other time that may reasonably be required by the Client.
8. If this Authority requires the Client to pay or reimburse or contribute to an amount paid or payable by the Agent in respect of an acquisition from a third party to which the Agent is entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by the Agent plus the GST payable in respect of that supply but only if the Agent's recovery from the Client is a GST taxable supply.
9. On the written authorisation of the Client, the Agent may sign a lease of the Client's Property on behalf of the Client which contains terms agreed to by the Client.
10. An agreement of the Client and a tenant to surrender or cancel a lease of the Client's Property or the ending of a lease of the Client's Property as a result of a default of the Client or the tenant does not relieve the Client of the obligation to pay the Agent's professional fees.
11. The Client agrees the Agent may provide details of the leasing of the Client's Property to the REIV and/or realestateview.com.au Ltd and/or propertydataonline Pty Ltd and/or commercialview.com.au Ltd or their respective successors or assigns to enable either or both to collect and/or disseminate details of the lettings of real estate. The Agent may provide the details even though this Authority has come to an end.

Signatures

Date _____

Agent _____

Client _____



Notices & Disclosures

Item 1. Agent’s entitlement to commission

The Client agrees to pay the Agent the commission on the terms of this Authority if the Client’s Property is leased –

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

The commission is due and payable by the Client to the Agent on the property being leased. The Retail Leases Act 2003 Disclosure Statement Preparation Fee is due and Payable on provision of the Statement, if not included in the commission.

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

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 Client may cancel the continuing authority period at any time by written notice to the Agent.
- 2.3 If the continuing 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 (CAV) GPO Box 123, Melbourne Vic 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 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 provide written confirmation of membership, if requested. If the warranty is false, this Authority is void. (*this warranty cannot be deleted or modified).

Item 6. Rebate Statement – No rebate will be received

The Agent will not be, or is not likely to be, entitled to any rebate. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.

Item 7. Agent’s role

The Agent will endeavour to lease the Client’s Property on the Client’s preferred terms specified in the particulars of Appointment or, if no preferred terms are specified in the Particulars of Appointment or the preferred terms are incomplete, on terms acceptable to the Client.

Item 8. Commission sharing

The Agent may share commission with an employee who is an estate agent or an agent’s representative, or with an estate agent who is the Agent’s business partner.

Item 9. Client acknowledgements

The Client acknowledges:

- 9.1 being informed by the Agent the commission and Marketing Expenses are negotiable, before signing this Authority;
- 9.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Client’s Property is leased;
- 9.3 commission is payable in accordance with this Authority, if the Client’s Property is let;
- 9.4 and agrees that his/her personal information will be collected and may be used, as provided in this Authority;
- 9.5 being informed the Agent has procedures for resolving complaints and disputes, before signing this Authority;
- 9.6 receipt a copy of this Authority, at the time of signing

Signatures

Date _____
Agent _____
Client _____



**PRIVACY ACT 1988
APP PRIVACY POLICY**

If you are an individual, upon you (or in appropriate circumstance on your attorney under power or other person acting as your agent) signing this Authority you consent to us collecting, holding, using, and disclosing your personal information for the primary purpose and secondary purposes set out below. Your consent will continue until you (or in appropriate circumstances your attorney under power or other person acting as your agent) inform us your consent is terminated, and this is so even though this Authority has come to an end.

The kinds of personal information we will collect and hold are your name, address, contact details, bank account details, credit or debit card details or both and landlord and other relevant insurance details, and if appropriate or required, your power of attorney details or person acting as your agent details.

We will collect your personal information from you (or if it is appropriate in the circumstances, from your attorney under power or other person acting as your agent). We will hold your personal information in hard copy or in electronic form, or both.

The primary purpose is: acting for you in relation to or in connection with or in relation to the letting (which includes sub-lettings and assignments) of your property including its fixtures and fittings.

The secondary purposes are: providing details of the letting of your property to the REIV or realestateview.com.au Ltd or commercialview.com.au Ltd or to some or all of them to enable any or all of them to collect and/or disseminate details of the letting of real estate; to enable us to promote our services or seek out potential clients or both; responding to enquiries received from Consumer Affairs Victoria or the REIV or both of them in relation to the letting of your property; direct marketing and telemarketing; complying with the law.

We can be contacted between 9.00am and 5.00pm Monday to Friday (excluding public holidays) to provide access to you (or in appropriate circumstances to your attorney under power or other person acting as your agent) to update or seek correction of your personal information. Our contact details are on the first page of this Authority.

If you consider we have breached the Australian Privacy Principles you (or in appropriate circumstances to your attorney under power or other person acting as your agent) may complain to us by letter or email. We will promptly consider your complaint and attempt to resolve it in a timely manner. If we are unable to resolve your complaint you may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or enquiries@oaic.gov.au.

We are unlikely to disclose your personal information to overseas recipients.

The main consequences for you if all or part of your personal information is not provided is that we may not be able to act for you or effectively perform our role as your estate agent.

Signatures

Date _____

Agent _____

Client _____