



Code 005

Exclusive Leasing and Managing Authority

Agent
Trading As
Address

**J & S Wyndham RE Pty Ltd
Envision Real Estate Vic
75 Vaughan Chase Wyndham Vale Vic 3024**

ABN: 95954603547 Attention: Sue Radbourne
Tel: 0422 616 283 Mobile: 0422 616 283
Email: sue@envisionrealestatevic.com

PLEASE COMPLETE IN CAPITAL LETTERS

Client

Name: Fronsac Pty Ltd
Address: 4 Inverie Crt, Greenvale, Vic 3059
ABN: 70 950 426 308
Tel: _____ Mobile: 0409 148 203
Fax: _____ Email: brian.lau@idscompany.com.au

Property

9 Fronsac Avenue Corio Vic 3214 _____

Exclusive Authority
Period

90 days from the date of this Agreement. Continuing Authority Period for Leasing 30 days from the end of the Exclusive Authority period.

Agent's Authorisation

- Initial Leasing.
- Subsequent re-leasing to initial tenant or assignee.
- Subsequent leasing to new tenant.
- On-Going Management of the property.

Urgent Repairs

The Agent is authorised to undertake urgent repairs up to **\$1,800 *including GST**

Rental

\$1,347() week () fortnight calendar month () annum

Security Deposit

- One month's rental
- The sum of
- Other (specify)

Lessee's Outgoings

- Council Rates Water Rates Land Tax (if permitted by law)
- Building Insurance Plate Glass Insurance Public Liability Insurance
- Body Corporate Contributions Building Operating Expenses
- Other Outgoings (specify)

Will the Agent be sharing Commission with anyone other than an Agent/agent's representative in the Agent's employ or an Agent with whom the Agent is in partnership?

No Yes

If "Yes", the Agent must complete and give to the Vendor a "Notice of Commission Sharing" set out in this Authority.

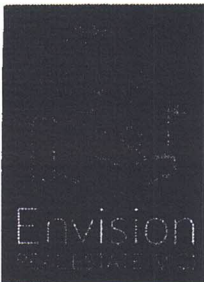
CLIENTS SIGNATURE: _____ DATE: 26/07/2024

AGENTS SIGNATURE: Sue Radbourne DATE: 27.07.2024



General Conditions

- 1.1 "Agent" includes licensed agent or agent's representative employed by the Agent.
- 1.2 "Appointment" includes "agreement" and/or "authority" and the words "appoint" and/or "appointed" shall have corresponding meanings in the same situations.-
- 1.3 "Binding Offer" is an offer on the terms set out in the Particulars of Appointment which if obtained in compliance with the appointment, would (or does) result in an agreement enforceable against the Tenant.
- 1.4 "Client" means the person on whose behalf the Agent is to act.
- 1.5 "Conditions" include terms and vice versa.
- 1.6 "Continuing Authority Period" means the stated number of days (if any) listed as the Continuing Authority Period in the Particulars of Appointment which period commences immediately upon the expiry of the Exclusive Authority Period.
- 1.7 "Dangerous Conditions" means any physical defect in the property that may injure anybody on the Property.
- 1.8 "Exclusive Authority Period" means the stated number of days listed as the Exclusive Authority Period in the Particulars of Appointment.
- 1.9 "Introduced to the Property" means that the person was made aware that the Property was available to lease irrespective from whatever source. Without limiting the foregoing, a person shall be deemed to have been introduced to the property by the Agent if the person became aware that the property was available for leasing as a result of viewing, hearing or reading any advertisements of whatever nature or medium or any boards, placards or other literature referring to the availability of the property that were connected to the Agent in any way.
- 1.10 "Lease" includes an Agreement to Lease and is the result of obtaining a Binding Offer and "Leasing" has a corresponding meaning in the same situation.
- 1.11 "Managing" is managing the Property and/or the collection of rent, body corporate contributions, interest and/or other fees and amounts in any way connected with the Property. Managing Expenses are those expenses relating to the Managing of the Property and accounting to the Client.
- 1.12 "Marketing Expenses" are the Marketing Expenses and charges of the Agent and include advertising expenses and other outgoings in respect of which any rebate, discount, or commission that the Agent receive is to be calculated.
- 1.13 "Person" includes a corporation, institution, unincorporated boy, incorporated association, and any group of persons and/or any Agent or associate of a person or any person appointed by the original person to take the place of the original person.
- 1.14 "Price" means
 - (i) an amount equal to or greater that the rental stated in the Particulars of Appointment; or
 - (ii) the rental at which the Client signs a Lease or Tenancy Agreement even if less than the rental stated in the Particulars of Appointment.
- 1.15 "Property" means "Real Estate" as defined in Section 4 of the Act.
- 1.16 "REIV" is the Real Estate Institute of Victoria Ltd of 335 Camberwell Road, Camberwell, 3124.
- 1.17 "Tenant" is the person to whom the Property is leased.
- 2 In the absence of the Owner's instructions to the contrary, the current form of the REIV Residential Tenancies Agreement or the REIV Commercial Lease will apply when required or otherwise any other appropriate form.
3. If the Agent leases the Property during the Authority Period upon these conditions, the Client authorises the Agent to sign the Lease on behalf of the Client in which the Agent may include other conditions that are reasonably required for the leasing of the Property.



Code 005

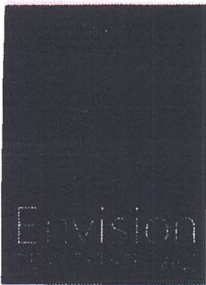
Exclusive Leasing and Managing Authority

4. Where the tenant fails to take occupation and the Client is entitled to any forfeited rent, the Client will take all reasonable steps to recover any such amount(s) from the tenant and/or any other person who may be liable for their payment and to pay the professional fees from the amount(s) paid or recovered.

5. If the Client fails to pay the Agent any money under this Agreement, then interest at a rate of four per centum higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 will be computed and paid to the Agent on the money owing.

6. Any signatory for a Proprietary Company Client will be personally liable 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 by all Client company directors of a guarantee to be prepared by, or on behalf of the Agent.

7.
 - 7.1 The Agent is irrevocably authorised to deduct from any rent received all Professional Fees and Managing Expenses properly incurred by the Agent. This Authority may only be modified by the written consent of the Agent.
 - 7.2 If the Property is leased and no rent is received by the Agent, the Client will pay the Professional Fees and Managing Fees on demand.
 - 7.3 Unless stated above to the contrary, the Client will pay the maximum amount of Marketing Expenses to the Agent upon signing this Agreement and in any event Marketing Expenses will be payable to the Agent upon demand. The Agent will provide the owner with an itemised list of Marketing Expenses expended upon the conclusion of this Agreement, or as reasonably required by the Client.



Agent's Fee Schedule

Leasing Fee including GST of the *Average Annual Rental excluding GST
(to initial or to new tenant) **or**
calculated as follows:
1 weeks rental inc GST

Dollar amount of estimated

Leasing fee \$310.00 including GST of \$28.18 on leasing at \$310.00 ***including GST**
per Week Fortnight Calendar Month Annum

Re-Leasing Fee _____% including GST of the *Average Annual Rental excluding GST
(to initial) **or**
calculated as follows:
1 weeks rental inc GST
(insert details)

Dollar amount of estimated

Re-Leasing fee \$ 99.00 fixed fee including GST of \$9.00 ***including GST**
per Week Fortnight Calendar Month Annum

Managing Fee 5% including GST of the *Average Annual Rental excluding GST.
or
calculated as follows: _____ including GST

Dollar amount of estimated

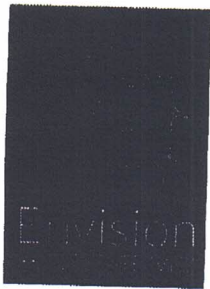
Management Fee \$ 67.35 including GST of \$ 6.12 on leasing at \$1,347.00
***including GST**
per Week Fortnight Calendar Month Annum

Marketing Expenses including GST **or (x)** refer to schedule of Marketing Expenses and Managing Expenses Attached
Advertising
Registered Post
End of Year Statement
Other Expenses
Any applicable Tribunal Fees

TOTAL *Any applicable tribunal fees (if required)
The Client acknowledges having been informed by the Agent, before signing this Authority, that the Agent's Fees And the Marketing Expenses are subject to negotiation.

CLIENTS SIGNATURE: [Signature] DATE: 26/07/2024

AGENTS SIGNATURE: [Signature] DATE: 27-07-2024



Code 005

Exclusive Leasing and Managing Authority

Notices & Disclosures

Item 1. Agent's Entitlement to Commission

The Agent will endeavour to lease the property (to the extent set out on the Agent's Authorisation) in consideration of which the Client agrees to pay the Agent's fees if the property is leased -

- i. during the Exclusive Authority Period by the Agent or by another person (including the Client or another Agent) for the price and upon the above conditions; or
- ii. during the Continuing Authority Period by the Agent; or
- iii. to a person introduced to the property by the Agent before the Client signed this Appointment; or
- iv. within 12 days after the expiration of the Exclusive Authority Period for the Price and on the above conditions to a person introduced to the property within the Exclusive Authority period and to whom, as a result of the introduction, the property is leased.

Items 1 (ii), (iii) and (iv) shall not apply where the Client has incurred a liability to pay Agent's Commission under any Exclusive Agency agreement signed by the Client with another Agent after the expiration of the Exclusive Authority Period.

*The Agent will manage the property and the client shall pay the managing fee as set out in this Authority.

*If the agent leases the property during the Exclusive Authority Period or during the Continuing Authority Period, the Client authorises the Agent to subsequently re-lease the property to the initial tenant (or the assignee of the initial tenant) or to subsequently re-lease the property to a new tenant and will pay the Agent's fees notwithstanding that such re-leasing or leasing may take place after the Exclusive Authority Period for leasing (if any) set out in this Authority may have expired.

* The Agent will manage the property and the Client shall pay the managing fee as set out in this Authority for the period during which the Agent manages the property including any period beyond the Exclusive Period for leasing and the Continuing Authority for Leasing (if any) set out in this Authority.

**Delete if not applicable*

Item 2. Continuing Authority Period

If the property is not leased during the Exclusive Authority Period and a Continuing Authority Period is stated in the Particulars of Appointment, then the Client appoints the Agent to lease the property on a Non-Exclusive Agency basis for the Continuing Authority Period.

The Client may terminate or delete the Continuing Authority Period at any time by written Notice to the Agent. Item 1 is still applicable to this Authority even if the Continuing Authority Period does not apply or ceases.

In consideration of the Agent agreeing to endeavour to lease the property the Client will pay the Agent the Agent's Commission if the Property is leased by the Agent for the Price at any time during the Continuing Authority Period except where the Client has incurred a liability to pay the Agent's Commission under any Exclusive Agency agreement signed by the Client with another Agent after the expiration of the Exclusive Authority Period shown in this Authority

If no Continuing Authority Period is stated in the Particulars of Appointment the Authority lapses (subject to Item 1 (ii), (iii) and (iv) above) at the expiration of the Exclusive Authority Period shown in this Authority.

Code 005

Exclusive Leasing and Managing Authority

Notices & Disclosures (continued)

Item 3. Exclusive Arrangements

This Authority sets out an Exclusive Authority Period for Leasing and a subsequent Continuing Authority Period for Leasing.

There is no Exclusive Agency Period for Managing the property.

Item 4. Condition of Property

The Client warrants to the Agent that the Property (which includes all its fixtures, fittings and any goods and chattels leased with the Property) is not in a Dangerous Condition and warrants that

If at any time the Client becomes aware of any Dangerous Condition the Client will immediately notify the Agent of the Dangerous Conditions both verbally and in writing and in writing and

If anybody is injured because of the Dangerous Condition of the Property, the Client shall fully indemnify the Agent (and anybody engaged through the Agent) against any resulting claim or proceeding.

If the client is advised by the Agent of potential or actual problems with the Property, the advice is deemed to be sufficient notice to the Client of a Dangerous Condition.

Item 5. Urgent Repairs

If the Residential Tenancies Act 1997 or the Retail Tenancies Reform Act 1998 or the Retail Leases Act 2003 applies to the lease, the tenant is permitted to arrange for urgent repairs (for which the Client is responsible). The Client authorises the Agent without reference to the Client to arrange for such urgent repairs at the Client's expense up to a cost of \$1800.00 for a residential letting and \$2,000.00 for a commercial or retail letting.

Item 6. The Agent may assign this Authority

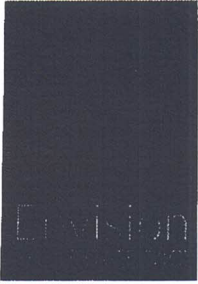
The Agent may assign its rights and obligations under this Authority to another licensed estate agent ("the assignee") by giving written notice to the Client. If the Client does not object in writing to the assignment within 14 days of receipt of the Agent's notice, the assignee is deemed to hold this authority as if the assignee was the Agent named in this authority and was the Agent that provided all notices, disclosures and the warranty as to REIV membership set out in this Authority.

Item 7. Making of Complaints

Any complaints relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV) GPO Box 123, 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 8. Dispute Resolution

The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practices.



Code 005

Exclusive Leasing and Managing Authority

Notices & Disclosures (continued)

Agent's Warranty that the Agent is an REIV Member

The Agent warrants (and will confirm upon request) that the Agent is at this date a member of the REIV, failing which the Client (and any signatory for the Client) is released by the Agent from any obligation to pay any professional fees.

This warranty cannot be deleted or modified.

Rebate Statement – Section 48A – E of the Estate Agents Act 1980

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

(*If entitled to a rebate, complete and attach the rebate statement approved by the Director of Consumer Affairs Victoria, at the time of signing this Authority. The statement can be downloaded at www.consumer.vic.gov.au)

CLIENTS SIGNATURE: _____

DATE: 26/07/2024

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Level of Service

The Client acknowledges that the level of services to be provided by the Agent has been negotiated and is **as follows**:

The ongoing Leasing, Managing and Re-Leasing of the property, re advertising in the form of For Lease board and advertising

Notice of Commission Sharing (Delete by striking through if not applicable)

Important Notice for Clients

If the Agent has agreed to share the Commission that will be payable for leasing or managing your property, you must be given this Notice of Commission Sharing before you sign this Authority. This Notice 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 estate 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	Amount or Portion of Commission to be shared
_____	_____	\$ _____ / _____ %
_____	_____	\$ _____ / _____ %
_____	_____	\$ _____ / _____ %

*Attach schedule if insufficient space

Subsequent sharing of commission to facilitate leasing

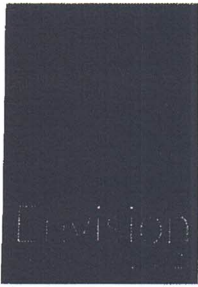
If during the Exclusive Authority Period for Leasing or the Continuing Authority Period for Leasing ("the authority periods") the Agent wishes to share the Leasing Fee payable by the Client with another agent or person to facilitate the initial leasing of the Property to a new tenant, the Client agrees and the Agent may do so and agrees to promptly sign another authority on the same terms and conditions as this Authority but the authority periods must be adjusted to only include and days then remaining unexpired under this Authority and the Notice of Commission Sharing will be completed to record the sharing of the Leasing Fee.

CLIENTS SIGNATURE: *[Signature]*

AGENTS SIGNATURE: *[Signature]*

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Client Acknowledgements

1. The Client is obliged to pay the Agent -
(a) the Marketing Expenses incurred during the currency of this Agreement **whether or not a leasing takes place.**

(b) the Marketing Expenses ***upon signing this Authority**
Or ***upon written demand**
2. The Client is obliged to pay the Agent the Agent's Commission in accordance with Item 1 if the Client leases the property during the Exclusive Authority Period.
3. The Client signed this Agreement before signing any binding Residential Tenancies Agreement or Commercial Lease in respect of the Property.
4. When signing this Agreement, the Client received a counterpart from the Agent.
5. I / We consent to the collection and use of my / our personal information as indicated in the attached Collection Notice.
6. The Vendor acknowledges having been advised by the Agent that the Agent has in place procedures for resolving complaints and disputes, before the Vendor signed this Authority.

Complete as appropriate whenever asterisk (*) appears.

CLIENTS SIGNATURE: _____

AGENTS SIGNATURE: _____

DATE: _____

26/07/2024

DATE: _____

27-07-2024



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**Managing and Leasing Agreements
Privacy Act (Commonwealth) 1988
Collection Notice**

Your Estate Agent uses personal information collected from you to act as your agent and to perform the Agent's obligations under this Authority. Your Agent may also use such information collected to promote their services and / or seek potential clients. If the Agent assigns this Authority the Agent may also disclose personal information to the assignee of the Authority.

Your estate agent may disclose such information by use of the internet or otherwise, to other parties including media organisations, potential buyers, clients of the Agent (both existing and potential), parties engaged to evaluate the property or business (as the case may be), solicitors, tradespeople, bodies corporate, financial institutions, government, and statutory bodies and third parties as required by law.

Unless you advise your Agent to the contrary in writing, the Agent may also disclose such information to The Real Estate Institute of Victoria Ltd (REIV) and realestateview.com.au Ltd ACN 088 369 395 (realestateview) for the purpose of documenting all sales and leasing in the area for the benefit of REIV members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you agree to its use, unless you advise your Agent in writing differently.

Your agent will only disclose information in this way to other parties as required to perform their duties under this Authority, to achieve the purposes specified above or as otherwise allowed under the Privacy Act.

If you would like to access this information, you can do so by contacting your Agent at the address and contact numbers contained in this Authority. You can also correct this information if it is inaccurate, incomplete, or out of date.

Your Agent may also be required to collect and use your personal information under Commonwealth and / or Victorian laws relating to real estate, taxation, foreign investment, money laundering, terrorism and / or crimes relating to drugs.

I / We acknowledge the I / We have read this Notice and I / We consent to the collection and use my / our personal information as set out above.

If the information is not provided, your Agent may not be able to act effectively on your behalf or at all or assign this Authority.

CLIENTS SIGNATURE: _____

AGENTS SIGNATURE: _____

DATE: _____

26/07/2024

DATE: _____

27.07.2024