

APPOINTMENT OF AGENT

PARTICULARS

Please complete the Particulars and tick the appropriate box or boxes

Date of Appointment 23/6/25

Agent's Details Name <u>HOMESSEEKA REAL ESTATE ATT: Daryl Kenna</u> Address <u>40 KEPLER STREET, WARRNAMBOOL</u> Ph. <u>03)5560 5500</u> Fax* <u>03)5560 5855</u> Mob. <u>0418 529 739</u> Email <u>daryl@homesseeka.com.au</u>		Vendor's Details (Where the Vendor is a company, the directors must sign the attached Guarantee and Indemnity) Name <u>OAKWOOD RIVERSIDE</u> Address <u>C/- 1 ASCENT LANE</u> Ph. _____ Mob. _____ Email <u>anthony@oakwoodgroup.net.au</u>	
Property Address <u>OAKWOOD RIVERSIDE ESTATE</u>		Chattels <u>NIL - VACANT LAND</u>	
Terms of Appointment (Term 1) (More than 1 may apply) ☐ Exclusive Agency - sale by auction ☐ Exclusive Agency - private sale ☐ General Sale Agency (non-exclusive)			
Exclusive Agency Period - from the date of this Appointment until ☐ _____ days ☐ _____ days later		General Sale Agency Period - _____ days from the ☐ date of this Appointment ☐ end of the Exclusive Agency Period	
Auction Details (Term 2.1) Proposed Auction Date _____ and Time _____ am/pm (Vendors must complete attached Co Owner bidding form if more than 1 Vendor)			
Agent's Commission (Term 6) ☐ \$2,000 + 2.0% of the Price (plus GST) <u>2.5%</u> * <u>INDIVIDUAL BLOCKS PRICED BETWEEN</u>			
Agent's Estimated Selling Price (Term 3) ☐ \$ _____ ☐ between \$ <u>159,000</u> and \$ <u>300,000</u>			
Vendor's Asking Price or Reserve Price \$ _____ Commission payable based on this amount \$ _____ (inclusive of GST) <u>\$159,000 - \$4372.50</u> <u>\$300,000 - \$8250.00</u>			
Terms of Sale The Property is being offered ☒ with vacant possession ☐ subject to a tenancy and on payment of the Price ☐ in full ☐ on the following terms: _____			
Sharing of Commission (Term 7) (If yes, please complete the attached Commission Sharing Statement) Has the Agent agreed to share any commission to which he or she becomes entitled under this Appointment with a person other than the Agent's representative in his or her employ or an agent with whom he or she is in partnership? ☐ yes ☐ no			
Agreed Expenses (Term 8) Advertising/Marketing Expenses \$ <u>NIL</u> (inclusive of GST) * Payable if property withdrawn from sale		GST (Term 5) The Agent's Estimated Selling Price and Vendor's Asking Price or Reserve Price are exclusive of any GST which may be payable on the sale of the Property.	
Signature of Agent <u>[Signature]</u> Signature <u>DARYL KENNA</u> Full Name <u>27/6/25</u> Date		Signature of Vendor(s) <u>[Signature]</u> Signature <u>ANTHONY MCKENZIE</u> Full Name <u>24/6/25</u> Date _____ Signature _____ Full Name _____ Date _____ VENDOR(S) MUST ALSO SIGN ATTACHED ACKNOWLEDGEMENT	

VENDOR'S ACKNOWLEDGEMENT
(TO BE COMPLETED AND SIGNED BY THE VENDOR(S))

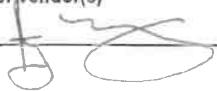
I/We OAKWOOD RIVERSIDE P/L
of C/- 1 ASCENT LANE, WESTMEADOWS

acknowledge that:

- 1 the Agent included the Agent's Estimated Selling Price in the attached Appointment of Agent before I/we signed the Appointment of Agent.
- 2 the Agent's Estimated Selling Price is an estimate only and is not a valuation or a guarantee that the Agent's Estimated Selling Price will be achieved.
- 3 I/we were informed by the Agent before signing the attached Appointment of Agent, that the commission to be paid to the Agent and any money to be paid in respect of outgoings under the attached Appointment of Agent were subject to negotiation.
- 4 if applicable, I/we received the attached Commission Sharing Statement before I/we signed the attached Appointment of Agent.
- 5 I/we have been given a copy of the signed Appointment of Agent.

Words and phrases not defined in this Acknowledgement will have the meaning given to them in the attached Appointment of Agent.

Signature of Vendor(s)

 Signature	<u>ANTHONY HERMEZ</u> Full Name	<u>24/6/25</u> Date
Signature	Full Name	Date

PRIVACY ACT 1988 (Cth)

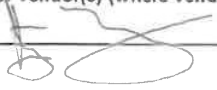
ACKNOWLEDGEMENT AND CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION
(TO BE COMPLETED AND SIGNED BY THE VENDOR(S))

I/We OAKWOOD RIVERSIDE P/L
of C/- 1 ASCENT LANE, WESTMEADOWS

- 1 acknowledge that the Agent will collect personal information about me/us ("Information");
- 2 consent to the Agent using the Information for the following purposes (please tick the appropriate box or boxes) -
 - ☐ to act for me/us and perform the Agent's obligations under the attached Appointment of Agent, or carry out other instructions I/we give to the Agent during the term of the Appointment of Agent;
 - ☐ to liaise with my/our conveyancer, legal practitioner, accountant, financial planner, financial institution, tradespeople, bodies corporate, government, statutory or municipal bodies and other necessary third parties in connection with performing the Agent's obligations under the attached Appointment of Agent or other instructions I/we may give to the Agent;
 - ☐ to advise and/or provide details of the sale of my/our Property (except my/our name) for the purpose of enabling a person to collect and/or document details of sales of real estate and/or cause to be published in print or electronic form details of sales of real estate for the benefit of estate agents, valuers, government departments, statutory or municipal bodies and the general public so there is an informed and transparent real estate market and also for the benefit of providing the best possible service to their clients;
 - ☐ to enable the Agent to provide estimates of the selling price of real estate as required by the *Estate Agents Act 1980 (Vic)*;
 - ☐ to enable the Agent to prepare appraisals and/or valuations of real estate;
 - ☐ to enable the Agent to promote its services and/or seek out potential clients;
 - ☐ any other purpose authorised by me/us in writing;
- unless I/we subsequently advise the Agent in writing that the Agent may no longer use the Information for any or all of these purposes and -
 - ☐ to collect and use the Information as may be required under any Commonwealth and Victorian laws including those laws relating to the sale of real estate, taxation, foreign investment, money laundering and terrorism;
- 3 acknowledge that I/we may contact the Agent between 9.00am and 5.00pm Monday to Friday (public holidays excepted) at the Agent's address as set out in the attached Appointment of Agent or any other address notified by the Agent to gain access to or amend the Information the Agent holds about me/us;
- 4 acknowledge that the main consequences for the Agent if all or part of my/our personal information is not provided to the Agent are that the Agent may not be able to act for me/us and/or perform its obligations under the attached Appointment of Agent or effectively liaise with persons with whom the Agent will need to have contact to perform its obligations under the attached Appointment of Agent, or otherwise carry out other instructions I/we give to the Agent.

Words and phrases not defined in this Acknowledgement and Consent will have the meaning given to them in the attached Appointment of Agent and the *Privacy Act 1988 (Cth)*.

Signature of Vendor(s) (where Vendor(s) is/are individual(s)) or Guarantor(s) (where the Vendor is a company)

 Signature	<u>ANTHONY HERMEZ</u> Full Name	<u>24/6/25</u> Date
Signature	Full Name	Date

TERMS OF APPOINTMENT

1. Appointment of Agent

- 1.1 The Vendor appoints the Agent to sell the Property for –
- 1.1.1 the Exclusive Agency Period on an exclusive basis; and/or
 - 1.1.2 the General Agency Period on a non-exclusive basis,
- and otherwise on the terms set out in this Appointment.
- 1.2 If this Appointment does not state when the Exclusive Agency Period ends, the Exclusive Agency Period ends –
- 1.2.1 in the case of a sale by auction, 30 days after the date of the auction; or
 - 1.2.2 in all other cases, 60 days after the date this Appointment was signed by or on behalf of the Vendor;
- 1.3 The Vendor may withdraw the Property from sale at any time during the Exclusive Agency Period by giving written notice to that effect to the Agent and on payment of the Withdrawal Fee and the Agreed Expenses incurred up to the date on which notice is given.
- 1.4 The Vendor may terminate this Appointment at any time during the General Agency Period by giving 7 days' written notice to that effect to the Agent and on payment of the Agreed Expenses incurred up to the date on which notice is given.
- 1.5 The Vendor warrants to the Agent that –
- 1.5.1 the Vendor has the authority to enter into this Appointment; and
 - 1.5.2 it will not, engage or appoint another agent to sell the Property, for the Exclusive Agency Period.

2. Sale by Auction

- 2.1 If the Property is to be sold by auction (as indicated in the Particulars) then –
- 2.1.1 the Agent will arrange for the auction of the Property at the time and on the date set out in the Particulars or at such other date and time as is agreed between the Vendor and the Agent.
 - 2.1.2 the Vendor agrees the only rules that will apply to the conduct of the auction will be the Rules set out in the Sale of Land Regulations 2005.
 - 2.1.3 the Vendor acknowledges that it is prohibited under the *Sale of Land Act 1962 (Vic)* for any person to make an undisclosed vendor bid or to procure the services of a dummy bidder and agrees not to do anything in contravention of the *Sale of Land Act 1962 (Vic)*.
 - 2.1.4 it is prohibited by Law for the Agent to engage in misleading or deceptive conduct and so the Vendor instructs the Agent not to call for or accept a bid after the Property has been sold under the hammer.

3. Estimated Selling Price

- 3.1 The Agent's Estimated Selling Price is the amount the Agent believes, on the basis of his or her experience, skills and knowledge, that a willing but not anxious buyer would pay for the Property, or in the case of a price range, the range within which that amount is likely to fall.
- 3.2 If the Agent's Estimated Selling Price is expressed as a price range, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.
- 3.3 Nothing in the *Estate Agents Act 1980 (Vic)* requires the Agent's Estimated Selling Price and the Vendor's Asking Price or Reserve Price (whichever applies) to be the same amount.

4. Agent Will Endeavour to Sell

- 4.1 The Agent will endeavour to Sell the Property for the Price and on the terms set out in this Appointment.

5. GST

- 5.1 The Vendor must, before signing this Appointment, advise the Agent as to whether GST is payable on the sale of the Property.
- 5.2 If the Vendor advises the Agent that GST will or may be payable on the sale of the Property, the Vendor authorises the Agent to advertise the Property for sale at a price that is either inclusive of GST or exclusive of GST and indicate that GST may be payable in addition to the Price of the Property (subject to the Agent's compliance with the relevant Laws).
- 5.3 Unless indicated otherwise in this Appointment, if GST is imposed on any taxable supply in connection with this Appointment, then the party liable to pay for the taxable supply must also pay the GST payable in respect of that taxable supply on delivery of a tax invoice by the supplier of that taxable supply to the recipient and in the same manner as the value is payable.
- 5.4 Words and phrases set out in italics in this Term 5 have the same meaning as those words and phrases in the GST Act.

6. Commission

- 6.1 In consideration of the Agent agreeing to endeavour to Sell the Property in accordance with Term 4, the Vendor agrees to pay the Agent's Commission to the Agent if the Property is Sold to any person –
- 6.1.1 during the Exclusive Agency Period by the Agent or any other person (including the Vendor or another agent);
 - 6.1.2 during the General Agency Period by the Agent or where the Agent is the effective cause of the Sale; and/or
 - 6.1.3 Introduced to the Vendor or the Property by the Agent –
 - (1) before this Appointment was signed;
 - (2) during the General Agency Period; or
 - (3) within 120 days after Exclusive Agency Period and/or General Agency Period ends.

7. Subsequent Sharing of Commission

- 7.1 The Agent may allow other agents to act in conjunction with him/her and share the commission payable by the Vendor with such other agents.
- 7.2 If the Agent wishes to share the commission payable by the Vendor to the Agent under with Appointment with another person (including another agent) to facilitate the sale of the Property, the Vendor agrees –
- 7.2.1 the Agent may do so; and
 - 7.2.2 to promptly sign another appointment on the same terms and conditions as this Appointment except that the Agent may adjust the:
 - (1) amounts for the Agent's Estimated Selling Price, Vendor's Asking or Reserve Price and/or the Agent's Commission;
 - (2) Exclusive Agency Period and/or General Agency Period so that they only include any days then remaining unexpired under this Appointment;
- and the Notice of Commission Sharing will be completed to record the sharing of commission.

8. Agreed Expenses

- 8.1 The Vendor agrees to pay to the Agent, on request, all costs and charges incurred or to be incurred by the Agent in connection with the advertising and sale of the Property or otherwise in the proper course of the Agent's duties, up to the Agreed Expenses amount, regardless of whether or not the Property is Sold.

9. Agent may sign Sale Contract

- 9.1 If the Vendor requests, the Agent may sign a contract for the Sale of the Property on the Vendor's behalf which contains the terms of Sale of the Property agreed to by the Vendor.

10. Deposit

- 10.1 The Agent will hold the Deposit.
- 10.2 The Vendor irrevocably authorises the Agent to deduct from the Deposit all the Agreed Amounts –
- 10.2.1 on settlement of the Sale of the Property;
 - 10.2.2 on release of the Deposit pursuant to section 27 of the *Sale of Land Act 1962 (Vic)*;
 - 10.2.3 on forfeiture of the Deposit in accordance with the contract for the Sale of the Property; or
 - 10.2.4 if the contract for the Sale of the Property ends for whatever reason, whichever occurs first.
- 10.3 In the event that the Property is Sold and no deposit is received by the Agent or the Deposit is insufficient to cover the Agreed Amounts, the Vendor agrees to pay the Agreed Amounts (or balance owing) to the Agent on request.

11. Default Interest

- 11.1 The Vendor must pay interest on all overdue amounts at the interest rate being 4% higher than the rate fixed under the *Penalty Interest Rates Act 1983 (Vic)*, calculated daily, from the due date for payment until paid in full.

12. Making A Complaint Concerning Commissions and/or Outgoings

- 12.1 Any complaint 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 CAV 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 no notice that the Agent has taken the amount in dispute, whichever is later.

13. General Provisions

- 13.1 The end of this Appointment will not:
- 13.1.1 relieve the Vendor of their obligation to pay any money due under this Appointment, in particular the Agreed Amounts;
 - 13.1.2 affect any provision contained in this Appointment which expressly or by implication is to become operative or continue to operate after this Appointment ends.
- 13.2 The Agent and the Vendor must, at their own expense, do all things necessary to comply with all Laws.
- 13.3 Any change to this Appointment must be in writing and signed by Vendor and the Agent.
- 13.4 The provisions of this Appointment will be separate and severable from each other to the extent that if any provision or provisions are considered inoperative, then the remaining provision or provisions will be binding on and enforceable by the parties.

14. Definitions and Interpretation

In this Appointment, except where the context indicates otherwise:

14.1 Definitions

Agent includes any licensed agent or any agent's representative employed by the Agent.

Agreed Expenses means the amount set out in the Particulars and any bank and government charges including any State or Federal taxes such as GST incurred by the Agent or otherwise payable by the Vendor in connection with the Sale of the Property. In this Appointment "Agreed Expenses" has the same meaning as "outgoings" in the *Estate Agents Act 1980 (Vic)*.

Appointment means this Appointment of Agent and includes the Particulars and Terms of Appointment and any attachments.

Approved Amounts means the Agent's Commission and the Agreed Expenses.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Introduced to the Vendor or Property includes if a person is made aware that the Property is available to buy irrespective of how that person is made aware, including through any advertisement arranged by the Agent.

Laws means all legislation, regulations (or instruments made under it), by-laws, notices, directions, orders, requirements or demands which apply to this Appointment.

Offer to Buy means an offer to buy the Property made on the terms set out in this Appointment or on such other terms as are agreed between the Agent and the Vendor in writing.

Price means an amount equal to or greater than the Vendor's Asking or Reserve Price or the price at which the Vendor signs a contract for the Sale of the Property (whether higher or lower than the Vendor's Asking or Reserve Price).

Property has the same meaning as "real estate" under the *Estate Agents Act 1980 (Vic)*.

Sale means the sale of the Property as a result of obtaining an Offer to Buy or a contract for the sale of the Property enforceable against the buyer of the Property, except that where the Property is to be sold at auction, any Offer to Buy obtained during the period starting on the date of this Appointment and ending on date of the auction will not constitute a "Sale" unless accepted by the Vendor.

"Sale" includes the meanings given to that word in the *Sale of Land Act 1962 (Vic)*. In this Appointment, "Sell" and "Sold" will have the same meaning as "Sale".

14.2 Interpretation

- 14.2.1 a reference to this Appointment includes any schedules, attachments, changes to or extensions of this Appointment.
- 14.2.2 Words and phrases not defined in Term 14.1 will have the meaning given to them in the Particulars.
- 14.2.3 "appointment", "appoint" and "appointed" includes "agreement" and/or "authority" where applicable.
- 14.2.4 any agreement, warranty, representation or obligation which binds or benefits 2 or more persons under this Appointment, binds or benefits those persons jointly and severally.
- 14.2.5 headings appear for convenience only and do not form part of this Appointment.
- 14.2.6 a reference to:
- (1) a time of day means that time of day in the State in which the Property is located;
 - (2) the singular includes the plural and vice versa, any gender includes all other genders and a person includes corporations, all bodies, associations and institutions corporate or unincorporated and vice versa and includes their agents, heirs and successors;
 - (3) any other agreement or instrument where amended or replaced means that agreement or instrument as amended or replaced;
 - (4) an Item is a reference to an item in the Particulars;
 - (5) "including" in this Appointment means "including without limitation";
 - (6) any thing or amount is a reference to the whole and each part of it;
 - (7) a statute or statutory provisions includes any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any other orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 14.2.7 where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

REBATE STATEMENT
(TO BE COMPLETED AND SIGNED BY THE AGENT AND THE VENDOR(S))

Important Information for Vendors

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an Agent to keep any rebate they receive for advertising or other outgoings purchased by the Agent on your behalf. Section 48A of the Estate Agents Act 1980 (Vic) requires the Agent to immediately pay you any rebate they receive in relation to the sale of your Property.

The Agent is not entitled to retain any rebate and must not charge you an amount for any expenses that is more than the cost of those expenses.

Please tick the appropriate box –

☐ The Agent will not be, or is not likely to be, entitled to any rebates.

OR

☐ The Agent will be entitled, or is likely to be entitled, to rebates.

These rebates are listed below –

- any outgoings; or
- any prepayments made by the person engaging or appointing the Agent (the client) in respect of any intended expenditure by the Agent on the client's behalf; or
- any payments made by the client to another person in respect of the work.

Goods/Services to which the rebate relates	Name of person or organisation providing rebate	Amount (including GST) if known or estimate if amount not known
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Words and phrases not defined in this Statement will have the meaning given to them in the attached Appointment of Agent.

Signature of Agent

Signature

DARYL KENNA

Full Name

Date

Signature of Vendor(s)

Signature

Full Name

Date

Signature

Full Name

Date

**GUARANTEE AND INDEMNITY
(TO BE SIGNED BY THE GUARANTOR(S) WHERE THE VENDOR IS A COMPANY)**

In consideration of the Agent, at the Guarantor's request, entering into the attached Appointment of Agent, the Guarantor-

- guarantees to the Agent payment of all money payable by the Vendor and due and prompt observance and performance of all the Vendor's obligations under the attached Appointment of Agent and any other agreement between the Agent and the Vendor;
- indemnifies the Agent in respect of any failure by the Vendor to make any payment or perform any of its obligations under the attached Appointment of Agent and/or any other agreement between the Agent and the Vendor;
- acknowledges that the Guarantor's liability under this Guarantee and Indemnity will not be affected by:
 - any part payment of money or performance of obligations by the Vendor or Guarantor;
 - the Agent granting any time, credit or indulgence to the Vendor or Guarantor;
 - the liability of the Vendor or Guarantor ceasing due to any cause;
 - the appointment of any receiver, receiver and manager, official manager, liquidator or provisional liquidator of the Vendor (if the Vendor is a company);
 - the Vendor entering into a composition or scheme of arrangement with its creditors;
 - the passing of any resolution by the Vendor that it be wound up (if the Vendor is a company);
 - any lack of power or defect in execution of the attached Appointment of Agent, any other agreement between the Agent and/or the Vendor or this Guarantee and Indemnity by any party;
 - the availability to the Vendor of any defence at law or in equity in respect of its liability under the attached Appointment of Agent and/or any other agreement between the Agent and the Vendor and the Guarantor waives all such defences if any;
 - the Agent for any reason not exercising all or any of its rights or powers against the Vendor, or in respect of any other security or surety against which the Agent may claim to satisfy any liability of the Vendor;
 - any composition, compromise or arrangement made with the Vendor or Guarantor;
 - the release of the Vendor or Guarantor;
 - any change to the attached Appointment of Agent or any other agreement between the Agent and the Vendor (eg. variation termination or expiration); or
 - anything which, but for this clause, might determine, discharge or impair this Guarantee and Indemnity;
- agrees that this Guarantee and Indemnity:
 - is a principal obligation of the Guarantor;
 - is in addition to and not in substitution for any other rights which the Agent may have under the attached Appointment of Agent and/or any other agreement between the Agent and the Vendor or otherwise at law or in equity; and
 - may be enforced against the Guarantor at any time after the Vendor fails to comply with its obligations under the attached Appointment of Agent or any other agreement between the Agent and the Vendor, without first having recourse to any rights and without first taking any steps or proceedings against the Vendor; and
- agrees that where 2 or more persons are named as the Guarantor, this Guarantee and Indemnity is enforceable against each of them jointly and severally.

This guarantee and indemnity remains in force until all the Vendor's obligations under the attached Appointment of Agent and any other agreement between the Agent and the Vendor have been satisfied.

Words and phrases not defined in this Guarantee and Indemnity will have the meaning given to them in the attached Appointment of Agent.

Signature(s) of Guarantor(s)

Signature

Full Name

Date

Signature

Full Name

Date

SALE OF LAND ACT 1962 (VIC)

CO OWNER BIDDING FORM
(TO BE COMPLETED AND SIGNED BY THE AGENT AND ALL THE VENDORS IF THE PROPERTY HAS MORE THAN ONE VENDOR)

The Agent and the Vendors agree the following terms and conditions apply to the attached Appointment of Agent if the Property is owned or registered in the name of more than one Vendor.

We _____
of _____

- 1 are co-owners of the Property;
- 2 our present intentions about bidding at the auction of the Property ("Auction") are set out below;
- 3 if any or all of us change our present intentions about bidding, we will notify the Agent in writing as soon as possible and, in any event, not less than 24 hours before the Auction Date;
- 4 as co-owners, we authorise the Agent to arrange and conduct the Auction on the basis of our present intentions, as indicated below;
- 5 if, because of anything any or all of us do, or do not do, after indicating our present intentions, it is unclear to the Agent within 24 hours before the Auction Date whether some or all of us intend to make bids as co-owners, we authorise the Agent at its discretion to conduct the Auction on the basis that all of us may bid as co-owners to purchase the interest(s) of the other co-owner(s) in the Property and that there will be no vendor bids made by the auctioneer;
- 6 as co-owners, we acknowledge to the Agent that we are aware the *Sale of Land Act 1962 (Vic)* and that the regulations made under it -
 - allow any or all of us to bid by ourselves or through a representative at the Auction but only for the sole purpose of purchasing the interest(s) of the other co-owner(s) of the Property;
 - prohibit the auctioneer from making bids for a vendor intending to purchase the interest(s) of the other co-owner(s) of the Property;
 - require the Auction to be conducted under conditions which permit the making of bids by a co-owner to purchase the interest(s) of the other co-owner(s) of the Property;
 - require that before bidding starts, the auctioneer must announce that a co-owner may make bids for the sole purpose of purchasing the interest(s) of the other co-owner(s) of the Property;
 - prohibit a vendor, or any person on a vendor's behalf, making dummy bids at the Auction;
 - oblige the auctioneer to indicate bidders on being requested to do so;
 - permit the auctioneer to make vendor bids on behalf of a co-owner who is not bidding to purchase the interest(s) of the other co-owner(s) of the Property.

Please tick the appropriate box -

- ☐ None of the co-owners of the Property intend to bid at the Auction.
- ☐ Some, but not all, of the co-owners of the Property intend to bid at the Auction. The co-owners who intend to bid at the Auction are: _____

- ☐ All of the co-owners of the Property intend to bid at the Auction.
- ☐ The co-owners of the Property are undecided about bidding at the Auction. Not less than 24 hours before the Auction Date, the co-owners of the Property will notify the Agent in writing as to whether they intend to bid at the Auction.

Words and phrases not defined in this Form will have the meaning given to them in the attached Appointment of Agent.

Signature of Agent

Signature **DARYL KENNA** Full Name _____ Date _____

Signature of Vendor(s)

Signature _____ Full Name _____ Date _____

Signature _____ Full Name _____ Date _____

COMMISSION SHARING STATEMENT
(TO BE COMPLETED AND SIGNED BY THE AGENT AND VENDOR(S) WHERE THE AGENT WILL SHARE THE COMMISSION)

Important Information for Vendors

If the Agent has agreed to share the commission that will be payable for selling your Property, before getting your signature to engage or appoint them, they must give you this Commission Sharing Statement. This Statement 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 estate agent's representative employed by the Agent, or a licensed agent who is in partnership with the Agent).

In accordance with Section 48 of the *Estate Agents Act 1980 (Vic)*, the Agent states that the commission the Agent is entitled to under the terms of the attached Appointment of Agent will be shared with other people as follows:

Name and address of person with whom commission is to be shared	Description of such person

Words and phrases not defined in this Statement will have the meaning given to them in the attached Appointment of Agent.

Signature of Agent

Signature

DARYL KENNA

Full Name

Date

Signature of Vendor(s)

Signature

Full Name

Date

Signature

Full Name

Date

HOMESEEKA REAL ESTATE

Estate agency complaint handling and dispute resolution policy

ACP-101318-14-12-V1:ACP

How to make a complaint

Homeseeka Real Estate aims to make it easy for you to bring any problems or complaints to our attention.

You should first raise your issue with the agent, representative or property manager who is handling your business.

If you are not satisfied with the outcome, you can make a complaint to us by:

- **telephone:** call 03 55605500 and ask to speak to *Daryl Kenna*
- **email:** daryl@homeseeka.com.au
- **fax:** 03 55605855 attention to *Daryl Kenna*
- **post:** PO Box 1008 Warrnambool Vic 3280.

Please provide as much detail as possible about your complaint, including the outcome you would like.

If you need help to describe or send your complaint, or if you would like to discuss your concerns informally first, please feel free to contact us.

How we will handle your complaint

Our complaints officer will oversee the complaints process. This person is responsible for working with you and relevant agency staff, to ensure that the issues you raise are fully examined and that your complaint is handled in accordance with this process.

We will treat the process, and all the details of your complaint, in strict confidence. If we need to discuss any issues arising from your complaint with someone outside of the agency, we will obtain your consent first.

We will always try to give you a fair opportunity to explain your case. You should make your initial complaint as clear as possible. Sometimes we may want to meet you in person to discuss your concerns and try to find a satisfactory solution.

How long will it take?

We will try to resolve your complaint as soon as possible. However, how long this takes will depend on the nature and complexity of the issues you have raised.

We will send you acknowledgment of receipt of the complaint within two business days. We will give you an estimate of how long it may take us to deal with the matter and we will try to finalise the matter within five business days.

What action will we take in response to your complaint?

If we decide that your complaint is justified, we will then decide what action we should take in response. We will always try to match our response to the nature of your complaint and your desired outcome, but this may not always be possible.

Some of the things we might do include:

- take steps to rectify the problem or issue you have raised
- give you additional information or advice so you can understand what happened or how we have dealt with it
- take steps to change our policies or procedures if your complaint identifies a problem in the way we are doing things.

What if you're still unhappy?

Sometimes it will not be possible to resolve a complaint to everyone's satisfaction, and you might want to escalate the matter to the Estate Agents Resolution Service (EARS) at Consumer Affairs Victoria.

EARS can deal with enquiries and complaints about real estate agents and offers information, advice and dispute resolution services on real estate issues.

You can telephone EARS on **1300 73 70 30** weekdays to discuss your complaint.