

Code 005C

Exclusive Commercial Property Management Authority ©



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

Agent **Spectrum Real Estate**

Address **6 Spring Sq, Hallam VIC 3803**

ACN _____

ABN _____

39 633 391 607

Attention **Simranjeet Singh**

Phone **0439 363 666**

Mobile _____

Fax _____

Email _____

rentals@spectrumre.com.au

Client **Sue Marie Tutic**

Address **140 Drysdale Av, Narre Warren North VIC 3804**

ACN _____

ABN _____

Attention **Sue Tutic**

Phone _____

Mobile _____

0400 097 400

Fax _____

Email _____

sue@vtdevelopments.com.au

Property: **UNIT 8/50 Princes Hwy, Eumemmerring VIC 3177**

Period of appointment: starting from the date of this Authority and ending at 5:00 pm on * ____ / ____ / 20 ____

(*insert ending date. If no ending date is inserted, the period of appointment starts from the date of this Authority and expires at 5:00 pm on the date which is the first anniversary of the date of this Authority, but refer to clause 1.3 for the continuation of the appointment)

The Agent and the Client agree the Agent will exclusively manage the Property for the Client, subject to the terms of this Authority.

IMPORTANT NOTICES

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.

(*If commission will be shared with anyone else, complete and attach the notice of commission sharing approved by the Director of Consumer Affairs Victoria, at the time of signing this Authority. The notice can be downloaded at www.consumer.vic.gov.au)

Dispute resolution:

The Agent has in place 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 advised of the procedures.

Making a complaint concerning commissions and/or outgoings:

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.

1. Exclusive appointment

- 1.1 The Client appoints the Agent as the exclusive manager of the Property during the period of appointment. The Client authorizes the Agent to do - in keeping with good estate agency practice - all acts, matters or things necessary, or, at the Agent's discretion, desirable, for the purposes of, or in relation to or in connection with, the management of the Property in accordance with this Authority. This authorization applies during the period of appointment, and afterwards while the Agent's appointment continues, whether or not there are other Client authorizations and if there are, this authorization is not limited to or restricted by them.
- 1.2 The Client and the Agent may end the period of appointment at any time on mutually agreed terms, by written notice.
- 1.3 Though the Agent's period of appointment is current or is continuing, if the Property is sold the Agent's appointment will end on the settlement of the sale. No notice is necessary.
- 1.4 After the period of appointment expires the Agent's exclusive appointment will continue on the same terms and conditions (except for the period of appointment and clauses 1.2 and 4.1.1) until either the Client or the Agent brings the appointment to an end by giving the other 30 days prior written notice.
- 1.5 When this Authority comes to an end the Agent must promptly give to the Client or to a person or entity named by the Client all the Client's goods, documents, financial records and funds in the possession or under the control of the Agent, subject to clause 6.
- 1.6 On being notified the Property is for sale and/or has been sold, the Agent will co-operate with the reasonable requests of Client and/or the selling agent in relation to the sale and/or to enable settlement to be effected as required by the contract of sale. If expense will be incurred in co-operating, the Agent's obligation to do so is subject to the Client making arrangements for payment acceptable to the Agent, before the expense is incurred.

2. Agent services:

The Agent will provide the Client with the services set out in the Agent Services Schedule.

3. Payments of fees and expenses:

- 3.1 The Client will pay the Agent the fees and expenses set out in the Agent Fee Schedule without deduction or setoff in accordance with the Agent's usual trading conditions from time to time, on being provided with a tax invoice.
- 3.2 The Client irrevocably authorizes the Agent at its discretion to deduct the invoiced fees and expenses from monies collected by the Agent on behalf of the Client.

4. Client undertakings:

- 4.1 The Client undertakes to the Agent
 - 4.1.1 not do anything or allow or permit anything to be done during the period of appointment that may derogate from the Agent's appointment as the exclusive manager of the Property;
 - 4.1.2 to do all things reasonably necessary (including but not limited to the provision of adequate monies from time to time, if requested by the Agent) to enable the Agent to provide the services set out in the Agent Services Schedule in a manner consistent with good estate agency practice;
 - 4.1.3 the Property is not in a dangerous condition, at the commencement of the term; and
 - 4.1.4 to immediately advise the Agent both orally and in writing, on the Client becoming aware that the Property is in a dangerous condition and agrees that oral or written advice received from the Agent that the Property is in a dangerous condition will be sufficient notice of the dangerous condition.

5. Indemnity:

- 5.1 It is the Client's responsibility as owner to maintain the Property in a non-dangerous condition and also in the condition required of the landlord by the terms of an applicable lease.
- 5.2 The Client indemnifies the Agent against any action, claim, demand, cost or expense or both in relation to the dangerous condition of the Property or a failure to maintain the Property in the condition required of the landlord by the terms of an applicable lease, brought or sought by a third party.
- 5.3 The indemnity does not apply to the extent the dangerous condition or failure to maintain the Property in the condition required of the landlord by the terms of an applicable lease is the result of the Agent's failure to manage the Property in accordance with the terms of this Authority or the negligence of the Agent or its contractors.
- 5.4 The Client indemnifies the Agent for all costs and expenses reasonably incurred by the Agent in managing the Property in accordance with the terms of this Authority.

6. Agent's Lien:

The Agent may exercise a general lien over the Client's documents and other goods held by the Agent until payment in full of all monies owing by the Client.

7. Agent's right to assign:

The Agent may assign its rights provided the assignee acknowledges in writing it is bound by the terms of this Authority.

8. Agent's advice limited to the management of the Property:

- 8.1 The Agent's officers and employees may provide the Client with advice about the management of the Property.
- 8.2 The Agent will not provide the Client with legal, accounting, taxation, investment, planning, architectural, engineering, valuation, or other professional or trades advice in relation to the Property.
- 8.3 If the Client requires advice or a service of the type referred to in clause 8.2, the Client must obtain it from third parties independently of the Agent.
- 8.4 The Client agrees the Agent is not liable for the direct or indirect consequences of services or advice the Client obtains from third parties.

9. Termination by Client:

- 9.1 If the Agent breaches this Authority, the Client may terminate it by written notice if, before doing so, the Client has given the Agent a written notice specifying the breach and the Agent fails to make it good to the reasonable satisfaction of the Client within 14 days of being given the notice specifying the breach.
- 9.2 The Client may immediately terminate this Authority by written notice if the Agent is an individual and commits an act of bankruptcy or seeks to make an arrangement or composition with creditors or is a corporation and enters into liquidation or is wound-up or dissolved or enters into a scheme of arrangement for creditors or is placed under official management or a receiver and/or manager or administrator any of its assets is appointed.

10. Termination by Agent:

- 10.1 If the Client breaches this Authority, the Agent may terminate it by written notice if, before doing so, the Agent has given the Client a written notice specifying the breach and the Client fails to make it good to the reasonable satisfaction of the Agent within 14 days of being given the notice specifying the breach.
- 10.2 Notwithstanding clause 10.1, the Agent may immediately terminate this Authority by written notice if the Client is in breach of an undertaking specified in clause 4 or is an individual and commits an act of bankruptcy or seeks to make an arrangement or composition with creditors or is a corporation and enters into liquidation or is wound-up or dissolved or enters into a scheme of arrangement for creditors or is placed under official management or a receiver and/or manager or administrator any of its assets is appointed.

11. *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)

12. 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.

13. Notices:

- 13.1 A notice be given by either party to the other is to be in writing and dated and signed by the giver.
- 13.2 A notice is given to the party to whom it is addressed (recipient) by -
 - 13.2.1 delivering it; or
 - 13.2.2 posting it by pre-paid post; or
 - 13.2.3 sending it by electronic communication (email) to the address or to the email address (as the case requires) of the recipient as recorded in this Authority.
- 13.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours, the notice is deemed given at 9:00 am on the next business day at the place of delivery.
- 13.4 A notice that is posted is given -
 - 13.4.1 if posted by express post, on the next business day; or
 - 13.4.2 If posted by priority post, on the fourth business day; or
 - 13.4.3 if posted by regular post, on the sixth business day after the day on which the notice is posted.
- 13.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours it is deemed given at 9:00 am on the next business day.
- 13.6 For the purpose of giving a notice -
 - 13.6.1 "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and

13.6.2 "business day" means a day other than Saturday, Sunday or a day that is a gazetted public holiday at the street address of the recipient set out in this Authority.

13A. Electronic Transactions (Victoria) Act 2000 (ETVA)

13A.1 For the purposes of Part 2, Division 2, section 8 of the ETVA the Agent and the Client acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.

13A.2 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

14. Client acknowledgements:

The Client acknowledges:

- 14.1 being informed by the Agent the fees and expenses are negotiable, before signing this Authority;
- 14.2 fees and expenses incurred during the Agent's appointment must be paid even if monies collected from tenants are not sufficient to pay them;
- 14.3 and agrees personal information will be collected and may be used and disclosed, as provided in this Authority;
- 14.4 being informed the Agent has procedures for resolving complaints and disputes, before signing this Authority;
- 14.5 receipt of a copy of this Authority, at the time of signing.

15. GST:

- 15.1 If a party makes a taxable supply under the terms of this Authority and the supply is made on a GST exclusive basis, the amount payable by the party for the taxable supply will be increased by the amount of the GST payable by the supplier in respect of the supply.
- 15.2 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 vendor is a GST taxable supply.

16. Penalty interest:

If the Client fails to pay the Agent any money due under this Authority within 30 days of the Client receiving an invoice (being for the purposes of this clause the due date for 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.

17. Consent to provide lease information:

The Client consents to the Agent providing details of the letting and/or reletting of the Property to Propertydataonline Pty Ltd (ACN 147 410 231) and/or Commercialview.com.au Ltd (ACN 159 552 771) and/or Realestateview.com.au Ltd (ACN 088 369 395) and their respective assigns or successors in the interests of the dissemination of information relating to the letting of commercial, retail and industrial property. In providing the details, the Agent must omit the name, address and contact details of the Client and the tenant of the Property, but if the address of the Client or the tenant is that of the Property, the address need not be omitted.

18. Responsibility of a signatory for a corporation / incorporated association:

A signatory for a Client that is a corporation or an incorporated association 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 by the directors or committee members of a guarantee and indemnity in favour of the Agent in a form acceptable to the Agent's legal practitioner.

19. Entire agreement:

This Authority contains the entire agreement of the Agent and the Client supersedes any prior agreement, arrangement, or understanding between the Agent and the Client in relation to the management of the Property by the Agent.

20. Applicable law:

The law of Victoria applies to this Authority. The Agent and the Client submit to the exclusive jurisdiction of the courts and tribunals of Victoria in relation to this Authority.

21. Definitions and interpretation:

In this Authority unless otherwise required by the context or subject matter:

"Client" includes the Client's successors and if the Client is an individual, his or her personal representative.

"dangerous condition" means a physical defect in the Property that may give rise to or cause injury to a person or damage to the Property or damage to land adjacent to the Property.

"document" includes, in addition to a document in writing, plans, specifications, permits, photographs, drawings, manuals, discs, tapes, sound tracks, or other devices in which sounds or other data are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced and anything whatsoever on which is marked any words, figures, letters or symbols which are capable of carrying a definite meaning to persons conversant with them.

"electronic communication" has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"essential safety measure" has the same meaning as in the Building Regulations 2006, Part 12.

"gazetted public holiday" means a holiday notice of which is published in the Victoria Government Gazette or published in a publication superseding or replacing it.

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

"GST" means the goods and services tax payable in accordance with the GST Act.

"gross annual rent payable" means the yearly rent and outgoings (if any) payable by a tenant under the terms of the tenant's lease of the Property.

"information" when used in relation to an electronic communication has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"lease" includes an agreement for lease and a licence, whether or not in writing.

"member of the REIV" means a member of the REIV recorded in a membership category applicable to a licensed estate agent conducting estate agency work.

"outgoings" means the expenses incurred by the Client in generating income from a lease of the Property including (but not limited to) rates, land tax, GST, utility charges, insurance, maintenance, repairs, security, garbage and waste removal, contractors fees and expenses, management fees and expenses.

"person" includes a natural person, a corporation, and an incorporated association.

"Property" means the property named on page 1 and includes fixtures and goods on the Property.

"REIV" means the Real Estate Institute of Victoria Ltd (ACN 004 210 897) and includes its successors or assigns

"RLA" means the Retail Leases Act 2003.

"rent" means all monies collected for and on behalf of the client.

"tenant" means a person occupying the Property under the terms of a lease.

A reference to one gender includes the other genders.

The singular includes the plural and vice versa.

A reference to an act of Parliament or to regulations includes an act or regulations amending or superseding the act or regulations referred to.

If the Agent or the Client comprises more than one person, their respective obligations are joint and individual.

22. *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/>).

AGENT SERVICES SCHEDULE

The Agent will provide the Client with the following *services:

(*The services are a taxable supply within the meaning of the GST Act. If the client has not chosen a service it is shown as struck through.

1. REVENUE COLLECTION AND DISBURSEMENT:

issue invoices, including tax invoices, to tenants or other parties as appropriate in accordance with leases and collect monies due to the Client or others from tenants in relation (but not limited to) to rent, GST, outgoings, rates and land tax, statutory fees and charges, and reimbursement of other charges, fees and expenses payable by tenants in accordance with the terms of their leases. Disburse to Client or others monies collected on behalf of the Client or others, less any deductions permitted to be made by this Authority.

2. ESTABLISH AND MAINTAIN PROPERTY MANAGEMENT RECORDS:

Establish and maintain appropriate electronic and hard copy records containing particulars of property and financial transactions, insurance records, and statutory compliance matters in relation to essential safety measures and other necessary matters to provide competent management of the Property.

3. LEASE COMPLIANCE, TENANTS:

3.1 Manage and where appropriate enforce the performance of lease obligations of tenants. The obligations may include but are not limited to:

- 3.1.1 maintaining the condition of the Property; and
- 3.1.2 compliance with all applicable laws, as reasonably required; and
- 3.1.3 rent reviews and/or rent adjustments; and
- 3.1.4 making recommendations to the Client in relation to a tenant's unsatisfactory performance of lease obligations; and
- 3.1.5 On becoming actually aware a tenant's performance of lease obligations is unsatisfactory, in conjunction with the Client's legal practitioner initiate and undertake appropriate action to procure the tenant's compliance including, as appropriate, in the Office of the Small Business Commissioner, Victorian Civil and Administrative Tribunal ("VCAT"), and Victorian and Federal courts.

~~3.2 The requirement of the Agent under regulation 13(4) of the Estate Agents (Professional Conduct) Regulations 2008 to notify the Client of any breach of a tenancy agreement does not oblige the Agent to notify the Client of trivial breaches of a tenant's performance of lease obligations, unless a trivial breach recurs regularly.~~

4. LEASE COMPLIANCE, CLIENT: manage the performance of the lease obligations of the Client. The obligations may include but are not limited to:

- 4.1 preparation of RLA disclosure statement(s), obtaining signatures, and provision of statement(s) as required (for fee see Agent Fee Schedule, item 4A)
- 4.2 advising on works required to maintain the exterior of the Property in a wind and watertight condition;
- 4.3 co-ordination of essential safety measures reports (for fee see Agent Fee Schedule, Item 9)
- 4.4 comply with all applicable laws, as reasonably required by the Client.

5. MONTHLY REVENUE STATEMENT:

prepare a monthly statement setting out particulars of monies collected and funds expended. The statement may be in the form of a tax invoice, where appropriate.

6. OPTIONS TO RENEW EXISTING LEASES:

follow up with the tenants and the Client options to renew existing leases including, where appropriate, provision of notices and disclosure statements to sitting tenants in accordance with the lease and the requirements of the Retail Leases Act 2003 (if applicable).

7. *NEW LEASING: where the Property or a part of the Property is about to become vacant, provide the Client with advice in relation to a new leasing. (*Note: if the Agent is to be engaged to let the Property, a separate leasing authority will be required)

8. LOCAL AUTHORITY LIAISON:

8.1 Subject to clause 8.2 -

- 8.1.1 respond to and complete as appropriate municipal council valuation returns; and
- 8.1.2 review and where warranted lodge objections to statutory valuations; and
- 8.1.3 respond to planning matters, as appropriate; and
- 8.1.4 attend and respond to notices issued under the Building Regulations 2006 in particular those in relation to essential safety measures affecting the Property.

8.2 The Client agrees the Agent does not have to do the things set out in clauses 8.1.1 to 8.1.4 if information and/or notices are not provided to or received by the Agent in a timely manner.

9. ESSENTIAL SAFETY MEASURES AND/OR OCCUPATIONAL HEALTH & SAFETY:

- 9.1 manage the Client's exposure to and compliance with essential safety measures and occupational health and safety in relation to the Property, subject to it being reasonably practicable to do so; and
- 9.2 inform the Client of any risk exposures of which the Agent becomes actually aware in relation to the Property regarding essential safety measures and occupational health and safety; and
- 9.3 provide advice to the Client as it considers necessary about measures that might or should be undertaken by the Client to comply with essential safety measures and occupational health and safety in relation to the Property; and
- 9.4 ensure its employees (clerical staff excepted) involved in the management of the Property have a reasonable working knowledge of essential safety measures and occupational health and safety requirements, as they relate to the Property.

10. INSURANCE:

~~Refer the Client's insurances for the Property to the Client as they become due for renewal and pay the renewal premium if requested to do so by the Client~~

11. ARRANGE AND MANAGE SERVICE CONTRACTS:

- ~~11.1 Arrange as the agent of the client service contracts (by way of example, but not limited to, air conditioning, cleaning, cooling towers, fire services, gardening, garbage and waste removal, pest control, security) as required; and~~
- ~~11.2 Manage service contracts, including overseeing of contractor compliance, payment, warranty enforcement and follow up.~~

12. ANNUAL PROPERTY REVIEW:

Undertake an annual review of the Property and provide an accounting summary of its financial performance.

13. LEASE SURRENDER, ASSIGNMENT, OR SUB LETTING:

Conducting negotiations on behalf of the Client with the tenant and assignee and sub-tenant and third parties, carrying out credit checks, checking business and other references, instructing conveyancer / legal practitioner for preparation of documents, instructions for and preparation of retail lease disclosure statement (if required), perusal of documents and correspondence and all incidental attendances and/or written/electronic communication, obtaining signatures to documentation, and attending to finalization of transaction on behalf of the Client.

14. CO-ORDINATING URGENT AND OTHER REPAIRS:

The Agent is authorized to undertake and/or co-ordinate the undertaking of urgent repairs to the Property to and including a sum of ***\$4,500.00** exclusive of GST and other repairs to and including the sum of *\$ _____
(*insert dollar amount)

15.1*

15.2*

15.3*

(*complete as required and also complete Fee Schedule, as required)

AGENT FEE SCHEDULE

The fees agreed by the Client and the Agent in consideration of the Agent providing the services to the Client set out in the Agent Services Schedule are exclusive of GST (unless specified otherwise) and are set out below. The agreed fees are payable in accordance with the payment terms of this Authority and may be revised as set out in this Schedule.

(Note: insert "X" in the appropriate area and complete as necessary to record agreed fees. If fees are agreed on a % basis, ensure they are expressed as both a % and as a \$ amount).

FEES

1. REVENUE COLLECTION AND DISBURSEMENT:

Calculated as follows: **5% + GST**

payable in advance:

by 12 equal consecutive calendar monthly instalments

~~by 4 equal consecutive quarterly instalments~~

Dollar amount of the fee **\$2,000.00** with indicative GST of **\$181.81** on a gross annual rent payable of **\$40,000.00**

2. ESTABLISH AND MAINTAIN PROPERTY MANAGEMENT RECORDS:

included in fees payable for Revenue collection and Disbursement (see 1, above)

3. LEASE COMPLIANCE, TENANTS:

included in fees payable for Revenue collection and Disbursement (see 1, above)

4. LEASE COMPLIANCE, CLIENT (EXCLUDING RLA DISCLOSURE STATEMENT):

_____ % of the gross annual rent payable

payable in arrears:

by 12 equal consecutive calendar monthly instalments

by 4 equal consecutive quarterly instalments

4A LEASE COMPLIANCE, CLIENT RLA DISCLOSURE STATEMENT

\$ _____ per statement, including copies.
(Refer Agent Services Schedule, Lease Compliance, Client 4.1, above)

5. MONTHLY REVENUE STATEMENT:

\$2.50 per statement

6. OPTIONS TO RENEW EXISTING LEASES:

Calculated as follows: **1.5 weeks leasing fee**

7. ***NEW LEASING:** If this service is required, a separate REIV exclusive leasing authority will be provided by the Agent and any fees payable by the Client will be paid in accordance with the terms of that authority.

8. LOCAL AUTHORITY LIAISON:

included in fees payable for Revenue collection and Disbursement (see 1, above)

9. ESSENTIAL SAFETY MEASURES AND/OR OCCUPATIONAL HEALTH & SAFETY:

included in fees payable for Revenue collection and Disbursement (see 1, above)

12. ANNUAL PROPERTY REVIEW:

included in fees payable for Revenue collection and Disbursement (see 1, above)

13. LEASE SURRENDER, ASSIGNMENT, OR SUB LETTING:

Included in fees payable for Revenue Collection and Disbursement (see 1, above)

14. CO-ORDINATING URGENT OR OTHER REPAIRS:

included in fees payable for Revenue collection and Disbursement (see 1, above)

EXPENSES:

(A tax invoice will be provided by the Agent)

**Spectrum Real Estate Commercial Advertising via commercial portals incl Commercial Ready and Real Estate.com
\$300.00 per new tenancy**

5% + GST as Commercial Management Fee

1.5 weeks of gross annual rent as Letting Fee for new tenancy.

1.5 weeks of gross annual rent as re-letting fee at the end of lease option.

\$300 advertising fee to market the property for initial leasing.

(*insert name of expense to be paid by Client)



Privacy Act 1988

APP privacy policy

If you are an individual, upon you (or in appropriate circumstances 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 insurances 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 the management and upkeep of your property including in accordance with the terms of this Authority.

The secondary purposes are: providing details of the management of your property to the REIV or Propertydataonline Pty Ltd 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 management of real estate; to enable us to promote our services or seek out potential clients or both; responding to enquires received from Consumer Affairs Victoria or the REIV or the both of them in relation to or in connection with the management of your property; direct marketing and telemarketing; complying with the law; the assignment of this Authority.

We can be contacted between 9:00 am and 5:00 pm 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 your attorney under power or other person acting as your agent) may complain to us by letter, fax 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.

Code 005C

Exclusive Commercial Property Management
Authority ©



Date of this Agreement 23 January 2024 _____ (date of last signature)

Signature of Agent (s)

Simranjeet Singh _____

Sign here:

Signed by:
Simranjeet Singh
1f9a09a7ad46

Signature of Client (s)

Sue Marie Tutic _____

Sign here:

Signed by:
Sue Marie Tutic
2a8c8a99864f



