



# Exclusive Leasing & Managing Authority ©

Residential Property

The Real Estate Institute of Victoria Ltd | [www.reiv.com.au](http://www.reiv.com.au) | ABN 81 004 210 897 |



## Particulars of Appointment.

This is a Continuing Authority - see Notices and Disclosures, Items 1 and 2

**Agent** AUV Investment Group Pty Ltd

Address **87 Waverley Rd, MALVERN EAST VIC 3145**

ABN **26681321733**

Attention **Louis Lin**

Phone **03 9572 0002**

Mobile **0425 600 626**

Email **admin@auvinvestment.com**

## Client

Address

ABN

Phone

Mobile

Fax

Email

Landlord's Bank Details: Bank Name

Account Name

BSB

Account Number

## Property

**Exclusive Authority Period for Leasing** 60 days from the date

**Continuing Authority Period for Leasing** 30 days from the end of the Exclusive Period

## Agent's Authorisation

- ☒ Initial Leasing.
- ☒ Subsequent re-leasing to initial tenant or assignee.
- ☒ Subsequent leasing to new tenant.
- ☒ Managing the property

## Urgent Repairs

The Agent is authorised to undertake urgent repairs up to \*\$ (Excluding GST)

\*( \$3,000.00 if no amount specified - refer Item 5)

## Rental

\$  Per ☒ week / ☐ fortnight / ☐ calendar month / ☐ annum Please Circle

## Bond

To be lodged with RTBA

Weeks (specify) rental (refer Residential Tenancies Act 1997, s 31(3)); or

☐ One month's rental; OR

☐ Other (specify) of \$

(Optional - description of how the Bond is calculated)

Date

Date of this Agreement

AGENT

CLIENT

## General Conditions

- 1.1 "Agent" means the Agent named in the Particulars of Appointment.
- 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 "Dangerous Condition" means any physical defect in the property that may injure anybody on or in the immediate vicinity of the Property.
- 1.7 "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.
- 1.8 "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.
- 1.9 "Manage" 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.
- 1.10 Managing Expenses are those expenses relating to the Managing of the Property and accounting to the Client.
- 1.11 "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 may receive is to be calculated.
- 1.12 "Person" includes a corporation, institution, unincorporated body, 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.
- 1.13 "Price" means
  - (i) an amount equal to or greater than 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,
- 1.14 "Property" means the property described in the Particulars of Appointment
- 1.15 "Professional fees" means the total of the fees and/or Marketing Expenses set out in the Agent's Fee Schedule.
- 1.16 "REIV" is The Real Estate Institute of Victoria Ltd (ACN 004 210 897) or its successor.
- 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 tenancy agreement 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 authorizes 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.
- 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 monies due to the Agent under this Authority within 30 days of receipt of an invoice, the monies will be deemed to be overdue and interest at the rate per annum fixed from time to time under section 2 of the Penalty Interest Rates Act 1983 will accrue and be payable on the overdue monies (or so much as may be outstanding from time to time) beginning on the day following the due date for payment and continuing until and including the date on which the overdue monies are paid in full.
- 6 Any signatory for a Client that is a corporation 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's directors of a guarantee in favor of the Agent to be prepared by, or on behalf of the Agent.
- 7 The Agent is irrevocably authorised to deduct from any rent received the professional fees properly incurred by the Agent. This authorisation may only be modified by the written consent of the Agent.
- 8 If the Property is leased and no rent is received by the Agent, the Client will pay the professional fees on demand.
- 9 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 Client With an itemised list of the Marketing Expenses expended upon the conclusion of this Agreement, or as reasonably required by the Client.
- 10 "Urgent Repairs" has the same meaning as defined in the Residential Tenancies Act 1997 or any legislation amending or replacing that Act.
- 11 The Client authorises the Agent to do - at the Agent's discretion - in line with good estate agency practice, all acts, matters and things necessary or desirable for the purpose of, or in relation to or in connection with, the leasing or managing or both of the Property. This authorisation applies whether or not there are other Client authorisations. If there are other Client authorisations, this authorisation is not limited to, or restricted by, the terms of them.

## Agent's Fee Schedule



**Leasing Fee**  
(to initial or to  
new tenant)

% including GST of the \*average annual rental

OR

**Calculated as follows**

INSERT DETAILS

including GST

**Dollar amount  
of estimated  
Leasing fee**

\$  including GST of \$  on leasing at \$

Per ☒ week / ☐ fortnight / ☐ calendar month / ☐ annum Please Circle

**Re-Leasing Fee**  
(to existing  
tenant in  
possession)

% including GST of the \*average annual rental

OR

**Calculated as follows**

INSERT DETAILS

including GST

**Dollar amount  
of estimated Re-  
Leasing fee**

\$  including GST of \$  on leasing at \$

Per ☒ week / ☐ fortnight / ☐ calendar month / ☐ annum Please Circle

**Managing Fee**

% including GST of the \*average annual rental

OR

**Calculated as follows**

INSERT DETAILS

including GST

**Dollar amount  
of estimated  
Managing fee**

\$  including GST of \$  on leasing at \$

Per ☐ week / ☐ fortnight / ☒ calendar month / ☐ annum Please Circle

**Marketing  
Expenses**

Including GST of

Advertising

\$ 300

Other expenses

\$

**TOTAL**

\$

OR

☐ Refer to Schedule of Marketing Expenses  
and Managing Expenses attached.

-Complimentary advertising while the leasing and  
management are operated by AUV Real Estate.

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.

**AGENT**

**CLIENT**

## Item 1. Agent's Entitlement to Commission

\*The Agent will endeavor 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 120 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) will not apply if the Client may incur a liability to pay agent's commission under an exclusive agency agreement signed by the Client with another agent after the expiration of the Exclusive Authority Period.

\*The Agent will Manage the Property in accordance with the Level of Service and the Client will pay the Managing Fee and/or the Managing Expenses as set out in or attached to 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 the leasing Fee on the Re-Leasing Fee (as may be appropriate) notwithstanding that such re-leasing or leasing may take place after the Exclusive Authority Period for leasing and the Continuing Authority Period for leasing (if any) set out in this Authority may have expired.

\*The Agent will manage the Property in accordance with the Level of Service and the Client will 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 Period 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, the Client appoints the Agent to lease the Property on a non-exclusive agency basis during the Continuing Authority Period.

The Client may terminate 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 this Authority lapses at the expiration of the Exclusive Authority Period shown in this Authority, but Item 1 continues to apply.

## 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 Authority Period for managing the Property.

## Item 4. Condition of Property

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

- i) if at any time the Client becomes aware of any Dangerous Condition the Client will immediately notify the Agent of the Dangerous Condition both verbally and in writing; and
- ii) if anybody is injured because of the Dangerous Condition of the Property the Client will 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

The Client authorises the Agent without reference to the Client to arrange urgent repairs to the Property (as the agent of the Client) and at the Client's expense, to a cost of \$3,000.00 (Including GST) or such other amount specified on page 1 of this authority.

#### **Item 6. The Agent may assign this Authority**

The Agent may assign 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 the notices, disclosures and the warranty as to REIV membership set out in this Authority.

#### **Item 7. Making of Complaints**

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria GPO Box 4567, Melbourne, Victoria, 3001 or by telephoning 1300 73 70 30. Unless there are exceptional circumstances Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

#### **Item 8. Agent may delegate**

The Client consents to the Agent delegating from time to time any of its functions in leasing and/or managing the Client's Property. Delegation will be made by the Agent in its capacity as the agent of the Client and not as principal in its own right. If the Agent delegates a function, the Agent will remain responsible for the performance of that function.

#### **Item 9. Client's charge in favour of the Agent**

The Client charges the Property with the payment of a Leasing Fee, Re-Leasing Fee, Managing Fee and/or Marketing Expense and/or any other outgoing incurred by the Agent at the request of the Client, which remains unpaid after 30 days from the date on which the Client receives the Agent's invoice. The charge will continue until the Agent is paid in full.

#### **Item 10. Agent's lien**

The Agent may maintain a lien over the Client's documents and other chattels in the possession or control of the Agent, whilst the Client is indebted to the Agent under the terms of this Authority. The lien will continue until the Agent is paid in full.

#### **Item 11. Agent may end this Authority**

- 11.1 The Agent may end this Authority on giving the Client 30 days prior written notice. No reason is necessary.
- 11.2 If the Client does not provide the Agent with adequate funds and/or instructions to enable the Agent to let and/or manage the Property in a manner consistent with good estate agency practice and/or in a manner consistent with the Agent's obligations under the Occupational Health and Safety Act 2004, The Agent may end this Authority immediately by giving the Client written notice.
- 11.3 If the Client having given the limited power of attorney set out in the Level of Service part of this Authority -
- 11.3.1 revokes it; or
  - 11.3.2 does not promptly ratify and confirm it on being requested to do so; or
  - 11.3.3 does not pay or reimburse on demand the Agent for any expenses reasonably incurred or incurable by the Agent in acting as the Client's attorney under power.

the Agent may end this Authority immediately by giving the Client written notice.

If the Agent ends this Authority, the Client will pay or reimburse in full all outgoings, commission, and interest (if any) owing to the Agent or incurred or paid on behalf of the Client by the Agent up to and including the date this Authority ends, commission being adjusted pro rata (if necessary).

#### **Item 12. 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 13. \*Rebate Statement - no rebate will be received**

**Instructions**

This statement is approved by the Director of Consumer Affairs Victoria for the purposes of section 49A(4) of the *Estate Agents Act 1980*. It may only be included in an agency authority if an agent is not entitled to any rebate. It should not be used if there is a possibility that an agent may receive a rebate.

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

In addition to the statement approved by the Director of Consumer Affairs Victoria, the following statements are provided in compliance with sections 49A (4)(a) and (c) of the *Estate Agents Act 1980* -

The agent will not be, or is not likely to be, entitled to any rebate in respect of -

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

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

(\*If the agent will be, or is likely to be, entitled to a rebate then the agent must cross out this item, the amendment should be initialled by the parties to this agreement and the agent is to complete the rebate statement approved by the Director of Consumer Affairs Victoria for use where a rebate will be, or is likely to be, received. The approved rebate statement must be attached to each part of this authority at the time that it is signed. The rebate statement is available at <https://www.consumer.vic.gov.au/>).

**Item 14. Commission sharing**

\*The Agent may share commission with an employee who is 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](http://www.consumer.vic.gov.au))

**Item 15. Warranty of REIV Membership**

The Agent is a member of the REIV, at the date of this Authority. The Agent will confirm membership, if requested. If the warranty is false, this Authority is void. (This warranty cannot be deleted or modified).

## Level of Service



The Client agrees with the Agent the services to be provided by the Agent in relation to the Property are:

\*As attached ☐ / as set out below ☒

[\*Place 'x' in box to indicate choice. If choice is 'As attached', the services and inspections and limited power of attorney set out in this Level of Service will not apply. Ensure details are attached to each part of this Authority, before signing.]

### Letting services -

[Place 'x' in box(s) for agreed service(s)]

- ☒ Provide estimate of potential rental income.
- ☒ Provide marketing/advertising recommendations.
- ☒ Recommend ways to maximise the property's appeal to prospective tenants.
- ☒ Arrange preparation/display of "For Lease" boards/advertising, including website(s).
- ☒ Promote property to agent's data base for prospective tenants.
- ☒ Provide regular reports on prospective tenant interest.
- ☒ Conduct property inspections with prospective tenants.
- ☒ Check prospective tenant applications, incl. tenant database checks.
- ☒ Submit tenant offers and recommendations.
- ☒ Prepare property condition reports at start of lease.
- ☒ Take pictures and/or video of property and include with condition report together with a sketch indicating location of smoke alarms within the residence.
- ☒ Prepare lease and arrange signing by landlord/agent and tenant.
- ☐ Other service(s) (Agent to complete) :

### Property management services -

[Place 'x' in box(s) for agreed service(s)]

- ☒ Monitor, collect and account for rent.
- ☒ Lodge bond/bond claim with RTB Authority at beginning / end of tenancy.
- ☒ Carry out \*periodic visual property inspection and report.
- ☐ Arrange (as Client's agent) for appropriate contractor(s) to carry out \*periodic inspection of plumbing fixtures and fittings.
- ☐ Arrange (as Client's agent) for appropriate contractor(s) to carry out \*periodic inspection of electrical fixtures and fittings.
- ☐ Arrange (as Client's agent) for appropriate contractor(s) to carry out \*periodic inspection of gas fixtures and fittings including oven, cook top, hot water service and heaters.
- ☐ Arrange (as Client's agent) for an appropriate contractor(s) to carry out \*periodic inspection of smoke alarms.
- ☐ Arrange (as Client's agent) for an appropriate contractor(s) to carry out periodic \*swimming pool safety barrier (incl. associated fittings) inspections.
- ☐ Arrange property maintenance/repairs/renovations, incl. by engagement of contractors.
- ☒ Project manage (as client's agent) maintenance/renovations (above \$5,000 in value).
- ☒ Notify breaches involving non-payment of rent/significant property damage/accidents.
- ☒ Prepare and serve Residential Tenancies Act notices.
- ☐ Representation at VCAT hearings, incl. necessary preparation work.
- ☐ Engagement (as client's agent) of professional/property services providers and tradespeople.
- ☒ Monitor lease expiries and advise current rental trends.
- ☒ Conduct rent reviews and report.
- ☐ Represent client at Owners Corporation meetings (if permitted).
- ☒ Liaise with tenants to arrange prospective tenant inspections.
- ☐ Conduct final inspections at lease end including condition report and report to Client.
- ☐ Other service(s) (Agent to complete) :

Optional Service Charge: VCAT HEARING \$50 per hour.



## Periodic property inspections

### \*periodic visual property inspection to be carried out by the Agent

(This part only applies if the Agent is to carry out periodic property inspections: see 'Property management services', above)

\* ☐ once every 12 months / \* ☒ once every 6 months. \*Indicate choice by placing 'x' in applicable box. If no choice is indicated, a periodic property inspection is to be carried out once in every 12 months.

[Note: a periodic visual property inspection carried out by the Agent does not include the moving of furniture, lifting of floor coverings, inspecting the interiors of roof spaces or under flooring or the inside of cupboards or tenants goods or other belongings. In particular, the Agent is not qualified or able to check that plumbing, electrical or gas fixtures or fittings or smoke alarms or swimming pool safety barriers (incl. associated fittings) comply and operate in accordance with applicable codes and/or regulations. The Agent recommends the Client has these checks carried out by an appropriate contractor(s).]

### \*periodic plumbing inspection to be carried out by a contractor(s):

(This part only applies if the Agent is to arrange for an appropriate contractor(s) to carry out periodic inspection: see 'Property management services', above)

\* ☐ once every 24 months / \* ☐ once every 12 months / \* ☐ once every 6 months. \*Indicate choice by placing 'x' in applicable box. If no choice is indicated, a periodic inspection of plumbing fixtures and fittings is to be carried out by an appropriate contractor(s) once in every 24 months.

### \*periodic electrical inspection to be carried out by a contractor(s):

(This part only applies if the Agent is to arrange for an appropriate contractor(s) to carry out periodic inspection: see 'Property management services', above)

\* ☐ once every 24 months / \* ☐ once every 12 months / \* ☐ once every 6 months. \*Indicate choice by placing 'x' in applicable box. If no choice is indicated, a periodic inspection of electrical fixtures and fittings is to be carried out by an appropriate contractor(s) once in every 24 months.

### \*periodic gas inspection to be carried out by a contractor(s):

(This part only applies if the Agent is to arrange for an appropriate contractor(s) to carry out periodic inspection: see 'Property management services', above)

\* ☐ once every 24 months / \* ☐ once every 12 months / \* ☐ once every 6 months. \*Indicate choice by placing 'x' in applicable box. If no choice is indicated, a periodic inspection of gas fixtures and fittings is to be carried out by an appropriate contractor(s) once in every 24 months.

### \*periodic smoke alarm inspection to be carried out by a contractor(s): Optional annual servicing of smoke detectors: \$99.00

(This part only applies if the Agent is to arrange for an appropriate contractor(s) to carry out periodic inspection: see 'Property management services', above)

\* ☐ once every 12 months / \* ☐ once every 6 months. \*Indicate choice by placing 'x' in applicable box. If no choice is indicated, a periodic smoke alarm inspection is to be carried out by an appropriate contractor(s) once in every 12 months.

### \*periodic swimming pool safety barrier inspection to be carried out by a contractor(s):

(This part only applies if the Agent is to arrange for an appropriate contractor(s) to carry out periodic inspection: see 'Property management services', above)

\* ☐ once every 24 months / \* ☐ once every 12 months / \* ☐ once every 6 months. \*Indicate choice by placing 'x' in applicable box. If no choice is indicated, a periodic swimming pool safety barrier (incl. associated fittings) inspection is to be carried out by an appropriate contractor(s) once in every 24 months.

### Meaning of 'appropriate contractor'

'Appropriate contractor' is a contractor who possesses appropriate knowledge, experience, skill and qualifications (if required) to:

- check plumbing/electrical/gas fixtures and fittings conform to and operate in a manner which complies with applicable codes and regulations;
- check a smoke alarm conforms to and operates in accordance with the appropriate Australian Standard(s);
- check a swimming pool safety barrier (incl. associated fittings) conforms to and operates in a manner that complies with applicable codes and regulations.



## Property management accounting services -

[Place 'x' in box(s) for agreed services]

- ☒ Prepare monthly statement of rent collected and outgoings paid.
- ☒ Payment of utilities/rates/land tax/owners corporation fees, if requested.
- ☒ Payment of valuers/architects/engineers/trades/contractors/professionals invoices, if requested.
- ☐ Prepare end of financial year reports.
- ☐ Other service(s) (Agent to complete) :

Optional Service Charge for end of financial year reports: \$50.00 per annum

## Limited power of attorney: engagement of appropriate contractor(s)

(This part only applies if the Agent is to arrange for periodic inspection of plumbing and/or electrical and/or gas and/or smoke alarms and/or swimming pool safety barriers: see 'Property management services', above)

This power of attorney commences on the date of this Authority and continues while the Agent manages the Property. It will be revoked at 5:00 pm on the day the Agent ceases to manage the Property, no notice of revocation is required.

The Client appoints the officer in effective control from time to time of the Agent and / or the estate agent/agent's representative of the Agent who manages the Property from time to time as the Client's attorney under power to engage as required an appropriate contractor (s) to carry out periodic plumbing and/or electrical and/or gas fixtures and fittings inspection and/or smoke alarm inspection and testing and/or swimming pool safety barrier (incl. associated fittings) compliance and operation for the Client.

The Client will pay or reimburse on demand the Agent for any expense reasonably incurred or incurable by the Agent in acting as the Client's attorney under power.

The Client will promptly ratify and confirm this power of attorney, on being requested to do so.

## Client authority to provide contact details to a contractor(s)

The Client authorises the Agent to provide the Client's name, address and other contact details to a contractor(s) engaged by the Agent on behalf of the Client. This authorisation continues, even though the Agent has ceased to manage the property.

## 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 and/or the subsequent Re-Leasing of the Property to a new tenant, the Client agrees 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 any days then remaining unexpired under this Authority and the Notice of Commission sharing will be completed to record the sharing of the Leasing Fee.

## Client Acknowledgements

The Client acknowledges that-

1. the Marketing Expenses incurred during the currency of this Authority, **whether or not a leasing takes place**, will be paid-
  - ☒ \*upon signing this Authority
  - ☐ \*upon written demand
  - ☐ \*by deduction from the rent:

(\*complete, as required)
2. if all or some of the services set out in the Level of Service apply, when this Authority was completed the Client discussed the available services with the Agent, choose those indicated as a agreed and advised the Agent those with no indication beside them were not required;
3. the Client signed this Authority before signing any binding residential tenancy agreement in respect of the Property;
4. when signing this Authority the Client received a counterpart from the Agent;
5. the Client received the Privacy Act 1988 Collection and Use of Personal Information Notice, when signing this Authority;
6. having been advised by the Agent that the Agent has in place procedures for resolving complaints and disputes, before the Client signed this Authority.

**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 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 connection with the letting of (which includes sub-lettings and assignments) and also in connection with and in relation to the management and upkeep of your property including its fixtures and fittings.

The secondary purposes are: providing details of the letting and management of your property to REIV or realestateview.com.au Ltd or commercialview.com.au Ltd or all of them to enable any or all of them to collect and/or disseminate details of the letting and management of real estate: to enable us to promote our services or seek out potential clients or both; responding to enquiries from Consumer Affairs Victoria or the REIV or the both of them in connection with the letting and management of your property; you also consent to us using your personal information for direct marketing and telemarketing, complying with the law; the assignment of this Authority.

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 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](mailto: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.

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Agent signs

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Client signs

**The Agent must give the Client a signed copy of this document, at the time the Client signs it.**