

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT**PARTIES**

Client Details:

ABN/ACN:	GST Registered: Yes / No
Address:	
Phone: (w)	Mobile:
Phone: (h)	Fax:
Email:	

Agent Details:

Agency Name: Resi Wealth Pty Ltd.	GST Registered: Yes
ACN: 108 549 051	Licensee: Philip Sigglekow
Trading As: ResiWealth Pty Ltd	Licence Number: RW 322 5657
Address: Suite 33, Level 3, 1 Jordan Street, Gladesville NSW 2111	Mobile: 0419 049 449
Phone: 02 9816 2888	Fax: 02 9816 2399
Email: properties@resiwealth.com.au	

Property

Type of Property to be purchased: _____

Location: _____

General Description of Property to be Purchased: _____

Terms and Conditions of Purchase

Approximate price range in which the Client wishes to acquire the Property: \$ _____ to \$ _____

Special instructions about the Property to be purchased: _____

Vacant Possession: Yes / No / Either (these details may be changed by agreement between the Client and the Agent)

Client's Solicitor or Conveyancer

Firm Name:	Contact Name:
Address:	Phone:
Suburb:	Post Code:
Postal Address:	Fax:
	Email:

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT**1. Agency Period**

In consideration of the Agent promising to use their best endeavours, the Client hereby grants to the Agent the right to act on behalf of the Client in accordance with this agreement commencing on:

_____ until such time as the Agent complies with clause 2 (below) or the expiration of;

_____ from the date hereof, whichever first occurs.

2. Agents Authority

- I. The Agent is authorised to identify and recommend potential properties to the Client pursuant to the terms and conditions set out in the statement of property details above (or as amended). Yes / No
- II. The Agent is authorised to negotiate on behalf of the Client for the purchase of the Property pursuant to the terms and conditions set out in the statement of property details above (or as amended). Yes / No
- III. The Agent is authorised to bid on behalf of the Client at the auction of a prospective Property approved by the Client in writing. This clause may be varied in writing. Yes / No

3. Agent's Remuneration

i. A non refundable retainer fee of _____ (inclusive of GST)

If the Agent receives a payment under Clause 3 ii, then the non-refundable retainer fee shall be deducted from the calculation of the buying fee as stated in 3 ii.

ii. The Client acknowledges that the Agent shall be entitled to a buying fee:

calculated as a percentage of the total purchase price including GST, if any of

_____ (% amount) + (GST) = (GST incl.)

OR

as a flat fee, including GST, if any of

_____ (\$ amount) + (GST) = (GST incl.)

OR

as per attached schedule

The Agent's agreed buying fee in the event of a purchase at the Agent's estimate of the purchase price range for the Property would equate to

_____ to _____ (GST incl.)

and the Principal hereby agrees to pay the fee in accordance with this agreement in the event that the Agent introduces to the Client a vendor of a property or the Property and the Client:

- a) enters into a contract for the purchase of the Property;
- b) procures another person or entity to enter into a contract for the purchase of the Property (whether by novation or otherwise)
- c) where the Property is owned by a company, enters into a contract for the purchase of any shares of that company;
- d) where the Property is owned by a company, procures a further person to enter into a contract for the purchase of any of the shares of that company (whether by novation or otherwise);
- e) by any other means whatsoever becomes the legal and beneficial owner or both of the Property; or
- f) where the Property is owned by a company, by any means whatsoever becomes the legal and beneficial owner or both of any of the shares of that company.

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT

iii. A termination fee of _____ (GST incl) is due and payable by the Client if the Client terminates the agreement.

iv. The Agreed Fee in 3 ii is due and payable by the Principal on exchange of any of the contracts referred to in (a) to (f) above or on completion of the transfer of the legal or beneficial ownership or both referred to in (e) and (f) above or upon demand if any of the contracts referred to in (a) to (d) above or the transfer of the legal or beneficial ownership or both referred to in (e) and (f) above are not completed owing to the default of the Client.

v. The Parties also expressly agree that the Agent shall also be entitled to payment of the agreed buyers fee in 3 ii if the vendor of a Property or a Property is introduced to the Principal by the Agent at any time prior to the termination of this Agreement, and the Principal satisfies any of the requirements set out in 3 ii (a) to (f) _____ month (s) after such a termination.

4. Expenses

The Agent shall be entitled to the following expenses incurred. The Client agrees to advance the funds for the following expenses upon request or reimburse the costs to the Agent upon receipt of an invoice.

ITEM DESCRIPTION	AMOUNT PER REPORT	WHEN DUE AND PAYABLE
	\$	
	\$	
	\$	
	\$	

Any fees or expenses payable by the Client to the Agent pursuant to this agreement cannot be varied except as agreed by the Client in writing.

5. Financial Institutions Taxes or Deductions

The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Client.

6. Contract For Sale

The Agent is not authorised to enter into or sign a contract for sale on behalf of the Principal.

7. Conjunction

Unless otherwise instructed, the Agent may allow other agents to act in conjunction with them in order to effect a purchase but only one fee will be payable.

8. Limit of Agent's Service

The Agent shall not perform any other services in connection with the purchase other than as specified in this agreement (or as amended).

9. GST

Any amounts referred to in this agreement which are payable by the Client to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). In the event of the current rate being increased or decreased by legislation, the parties agree that any amounts referred to in this agreement will be varied accordingly.

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT**10. Agent's Indemnity and Liability**

The Client will hold and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent under this agreement.

11. Financial and Investment Advice

WARNING: Any financial or investment advice provided by the Agent to the Client is of a general nature only whose preparation does not take into account the individual circumstances, objective, financial situation or needs of the Client. The Client is advised to consult with their own independent financial and/or investment advisor.

12. Privacy Policy

The Agent uses personal information collected from or about the Client to act as the Client's Agent and to perform their obligations under this Agreement.

The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

The Agent may disclose information to other parties including advisors, media organisations, property data service providers, on the internet, to potential vendors, or the clients of the Agent both existing and potential, as well as to parties engaged to evaluate the Property, owners' corporations, valuers, government and statutory bodies and financial institutions.

The Agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988. If the Client would like to access this information, they can do so, by contacting the Agent at the address and contact numbers contained in this agreement.

The Client can also correct this information if it is inaccurate, incomplete or out-of-date.

Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act on the Client's behalf effectively or at all.

13. Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

In respect of any expenses to be incurred by the Client or the Agent on behalf of the Client pursuant to this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from third parties.

Name of Third Party	Estimated Amount of Rebate, Discount or Commission
_____	\$ _____
<i>If no benefit, write in "nil".</i>	

14. Client's Authority

The Client warrants that the Client has authority to enter into this agreement.

15. Acknowledgement

The Client acknowledges being served with a copy of this agreement.

Signature of Client:

_____ Date: _____

_____ Date: _____

Signature of Agent:

_____ Date: _____



APPOINTMENT OF REAL ESTATE AGENT (SALES AND PURCHASES)

WARNING

THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission.

This form enables a person (the "client") to appoint a real estate agent (the "agent") for the sale or purchase of property, land and businesses.

Instructions

Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form, please contact the Office of Fair Trading on 13 13 04.

Part 1 - Client details

To be completed by the client (the person/company who the service will be performed for).

Name/s

Company name (if applicable)

BN / ACN:

Registered for GST: Yes No ABN:

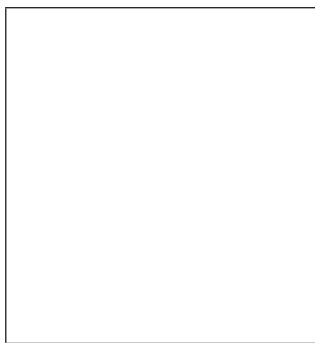
Address

Suburb State Postcode

Phone Fax / Email

Part 2 - Agent details

Agent's logo (optional).



Agency name

Registered for GST: Yes No ABN:

Licensee name

Address

Suburb State Postcode

Phone Fax / Email

Licence number Exp:

Part 3 - Property details

Please provide details of the property.

Address

Suburb State Postcode

Lot Plan Title reference

Part 4 - Appointment of agent

4.1 Appointment of agent

If insufficient space, please attach.

The client appoints the agent to perform the following service/s:

Sale of: **Purchase of:**
(e.g. place of residence, land)

Sale by auction

The client does / does not authorise the agent to sell by auction.

4.1.1 Performance of service

To the agent: State how you will perform the service AND any conditions, limitations or restrictions on the performance of the service (e.g. holding of open house, performing service as multi-list or conjunction sale, when and how auction to be conducted).

.....
.....
.....
.....

4.2 Reserve or listing price:

.....

4.3 Single or continuing appointment

The appointment is a: Single appointment (for a particular service) Continuing appointment (for a number of services over a period).

End of continuing appointment:

To the client: If the appointment is a continuing appointment, you may revoke it by giving 90 days notice in writing to the agent, unless you and the agent agree to a shorter notice period (but it must not be less than 30 days).

Part 5 - Open listing, sole agency or exclusive agency

You may appoint an agent to sell a property on the basis of an open listing or a sole agency or an exclusive agency.

Open listing: You appoint the agent to sell the property, but you retain a right to appoint other agents on similar terms, without penalty. The agent's appointment can be ended by either you or the agent at any time.

Sole agency and exclusive agency: You appoint the agent for a specified term. For sales of one or two residential properties, the term is negotiable up to a maximum term of 60 days. The agent can be reappointed for one or more further terms using *PAMD Form 23 - Reappointment of real estate agent, pastoral house or auctioneer*. In the case of three or more residential properties, the 60 day limit does not apply.

If you are dissatisfied with your agent's service and want to appoint a new agent during the existing agent's term, and your property is sold during that term, you may have to pay:

- a) two commissions: a commission to each agent; and
- b) damages for breach of contract arising under the existing agent's appointment.

If you need more information before you make a choice between open listing, a sole agency or an exclusive agency, ask your legal adviser.

The appointment will be for a (please tick one of the following):

Open listing Sole agency Exclusive agency

Start date End date

For the sale of residential property, the term of a sole or exclusive agency is negotiable between the client and the agent up to a maximum term of 60 days.

5.1 End of sole/exclusive agency, option to continue as an open listing

To the client: At the end of the sole/exclusive agency, the client may elect to continue the appointment of the agent as an open listing, which may be ended at any time by the client or the agent.

- The appointment **will** continue as an open listing until (insert date).
- The appointment **will NOT** continue as an open listing.

Part 6 - Assignment clause

Tick whether you agree or disagree with the assignment.
In the absence of a tick and initials, it is taken that the client does not agree to this assignment clause.

The client agrees that the agent may, at any stage throughout the appointment, assign the appointment to another real estate agent without changing the terms of the appointment.
 I agree with the assignment clause. I disagree with the assignment clause.

Client to initial:
Note: The client will receive notice of the assignment, including the name and business address of the agent being assigned the appointment.

Part 7 - Commission

7.1 Agreed commission

Please note that you (the client) will:

- have to pay Goods and Services Tax (GST) on any commission chargeable under this appointment; and
- have the right to negotiate the commission, charges and services.

To the client: The *Property Agents and Motor Dealers Regulation 2001* sets a **maximum amount** of commission chargeable by your agent for residential property.

You have a right to negotiate an amount lower than this amount of commission. In any other transaction, other than residential, the fees and services are not regulated.

Agreed commission: The client and the agent agree that the maximum commission (and GST) payable for the service to be performed by the agent is:

YOU MUST EXPRESS THE COMMISSION IN BOTH FORMATS

	DOLLAR AMOUNT	PERCENTAGE
TOTAL COMMISSION \$ %
GST \$ %
TOTAL PAYMENT \$

To the client

Percentage: Commission expressed as a percentage is worked out only on the actual sale price.
Amount: Commission expressed as an amount represents the commission payable if the property is sold at the reserve or listing price (see Part 4.2 above). The amount of commission payable may vary from the amount stated.

Part 8 - Fees and charges

8.1 Amounts payable

Please note that fees and charges chargeable under this appointment are inclusive of Goods and Service Tax (GST).

Amounts payable (list fee/charge and amount):
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

8.2 When payable

Agent to specify when commission, fees and charges are payable.

.....
.....

Part 9 - Expenses

9.1 Authorisation to incur expenses

Agent is to complete in relation to each service or category of service. Attach schedule if extra space is required.

The client authorises the agent to incur the following expenses in relation to the performance of the service/S: *(Agent to complete in relation to each service or category of service.)*

9.1.1 Advertising/marketing (if any):

.....
 Authorised amount (\$):

9.1.2 Other (e.g. photocopying, telephone calls, facsimile transmissions, postage, etc):

Description of expense

.....

9.2 Agent's rebate, discount, commission or benefit

To the agent: State the source and the estimated amount or value or any rebate, discount, commission or benefit that you may receive in relation to any expenses that you may incur in connection with the performance of the service:

Source	Estimated amount (\$) / Value (%)
.....
.....
.....

Part 10 - Signatures

Client 1

Please note: If more than 2 clients, please photo copy this page when blank and attach when complete. All parties are to sign and keep a copy of this appointment.

To the client: If you want more information before you sign this form, visit the Office of Fair Trading's website at www.fairtrading.qld.gov.au or call 13 13 04. All parties are to sign and keep a copy of this appointment.

Signature

Signatory (print name)

Date signed / /

Client 2

Signature

Signatory (print name)

Date signed / /

Agent

Signature

Signatory (print name)

Date signed / /

When performing this service, the agent must comply with the code of conduct for agents as set out in the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001*.

**SCHEDULES OR ATTACHMENTS
(IF APPLICABLE)**



SELLING AGENT'S DISCLOSURE TO BUYER

— WHAT WE MUST TELL YOU BEFORE YOU SIGN

This form must be completed and handed to the buyer before the contract for sale of residential property is entered into. Failure to make the required disclosure to the buyer will attract a penalty.

To the buyer: The purpose of this form is to make you aware of relationships that your selling agent has with persons to whom they refer you, and of benefits that your selling agent and other people receive from the sale.

A **selling agent** must complete this form if they are one or more of the following:

- Real estate agent
- Real estate salesperson acting for a real estate agent
- Property developer
- Property developer salesperson
- Person acting as a real estate agent although not authorised by a licence to do so
- Person acting as a property developer although not authorised by a licence to do so

No attachments or schedules may be added to this form.

If you need more information about this form, you can visit the Office of Fair Trading website at www.fairtrading.qld.gov.au.

Part 1 - Selling agent details

Please tick appropriate box.

Name

Licence No. / Registered No.

Part 2 - Property details

Address

Suburb/Town State Postcode

Lot Plan

Title Reference

Part 3 - Selling agent's disclosure

3.1 Benefits

Notice to selling agent:

You **MUST** complete this section if you have referred the buyer to anyone for professional services associated with the sale and

- a) you have any relationship (personal or commercial) with that person or entity to whom you have referred the buyer; and/or
- b) you derive or expect to derive any consideration (whether monetary or otherwise) from that person or entity to whom you have referred the buyer.

For guidance on completing table and meaning of **benefit**, see Notes on page 3 of this form.

1. Name of person/entity to whom buyer referred	2. Nature of relationship with selling agent	3. Benefit derived by selling agent (if any) \$ Amount (see notes page 3)	4. Benefit to person/entity to whom buyer referred (if any). \$ Amount (see notes page 3)
.....
.....
.....
.....
.....
.....

Only complete this section if the described applies. If this does not apply to you, go to section 3.2.

If you have disclosed a benefit in this section, you DO NOT need to disclose it again in section 3.2.

If insufficient space, an additional Form 27c must be completed for the additional information.

Part 3 - Selling agent's disclosure - continued

3.2 Benefits other than by referral

Notice to selling agent:
You MUST disclose the amount, value or nature of any benefit, to your knowledge, (other than those already disclosed by you in section 3.1) which any person has received, receives, or expects to receive in connection with the sale; for promoting the sale; or for providing a service in connection with the sale, of the property.

For guidance on completing table and meaning of **benefit**, see Notes on page 3 of this form.

Payment type	Entity receiving payment	\$ Amount * See note, page 3.
Commission		
Lead generation fees		
Marketing fees		
Referral/Introduction fees		
Trailing commissions		
Any other fees		
If insufficient space, an additional Form 27c must be completed for the additional information.		TOTAL \$

This table must be completed.

Part 4 - Additional disclosure declaration by property developer or person acting as a property developer

This section applies ONLY if the property is being sold by a property developer.

I am a property developer or person acting as a property developer, and hold an interest of at least 15% in the property. [Tick box if Yes]

Part 5 - Selling agent's disclosure declaration

The information I have provided in this form is true to the best of my knowledge, information and belief.

Name

Signature

Date: / /
D D / M M / Y Y Y Y

Part 6 - Buyer's acknowledgement

I/we have not yet entered into a contract for the purchase of the property described in section 2 above.

This form has been explained to me/us by the selling agent and I/we understand the nature and effect of the disclosures made in this form.

Name

Signature

Date: / /
D D / M M / Y Y Y Y

NOTES TO COMPLETING SECTIONS 3.1 AND 3.2

In Section 3.1:

1. "Relationship" includes, but is not limited to, the following types of relationship:
 - Family
 - Business (other than a casual business relationship)
 - Fiduciary
 - Relationship in which one person is accustomed, or obliged, to act in accordance with the directions, instructions, or wishes of the other.
2. In Column 3 of the table you must disclose the amount (\$) or value (%) of consideration which you derive or expect to derive from the person or entity to whom you have referred the buyer.
3. In Column 4 of the table you must disclose the amount, value or nature of any benefit, which the person or entity to whom you have referred the buyer has received, receives or expects to receive in connection with the sale, or for promoting the sale, or for providing a service in connection with the sale, of the property.
4. For guidance on what to disclose as a "benefit" see note below for Section 3.2.

In Section 3.2:

What you should disclose as a "benefit"

It is your obligation to disclose any benefit, to your knowledge, which any person has received, receives, or expects to receive in connection with the sale, or for promoting the sale, or providing a service in connection with the sale, of the property. The following lists are not exhaustive.

You NEED to disclose:

- your fees, commissions and remuneration
- fees, commissions and remuneration to be paid to financial institutions, finance brokers, financial advisers, financiers, valuers, marketing agents and promoters
- all benefits dependent on a successful sale (e.g. a commission or fee paid to any person as a success fee)
- marketing, advertising and promotion costs, where their payment is contingent on the sale of the lot ("the lot" is the property described in Item 2 on page 1 of this form).

Examples:

- a) where a marketing company will receive money or another benefit because the lot has sold – DO disclose
- b) where a marketing company will receive money or another benefit for the sale of three lots, and the lot is one of those – DO disclose, even where the other two lots have not yet sold.

As a general rule, you need to disclose any benefits contingent on the sale of the property.

You NEED NOT disclose:

- mortgage pay-outs
- performance bonuses
- expenses incurred prior to the sale in preparation of the property for sale (such as painting or maintenance) and in developing the land (such as professional fees and disbursements paid to engineers, surveyors, architects and town planners)
- vendor's profit or net proceeds of sale
- property developer's profit or development fees
- non-monetary benefits, where the total value of those benefits in any 12 month period does not exceed \$100
- solicitors' professional fees and ordinary disbursements in relation to the developing, selling or purchasing of the property
- amounts payable to local, State or Federal Government.

\$ Amount (or value or nature) of the benefit

You must provide the amount, value or nature of the benefit as *accurately* as is possible at the time of the disclosure. You should express the benefit as follows:

1. **Amount** (\$) including GST. If you can not do this, then –
2. a **value** (%). If you can not do this, then –
3. describe the **nature** of the benefit. You should **ONLY** do this if the benefit can not be described as an amount or value.

If you do not know the exact amount or value of the benefit, provide a reasonable estimate of the final amount or value, based on the purchase price at the time of disclosure.

Selling agent's commission

If you are a real estate agent — you are only required to disclose the total commission paid to your agency. You are not required to disclose how the commission is distributed to persons involved in the sale.

If you are a property developer — you must disclose the total commission paid on sale to your employees and/or salespersons. You are not required to disclose how the commission is distributed to persons involved in the sale.

THIS PAGE IS PART OF THE APPROVED FORM AND MUST NOT BE DETACHED.