

# CHANGING PLACES REAL ESTATE CONSULTANTS PTY. LTD.

'REAL ESTATE WITH REAL SERVICE AND REAL SAVINGS'



# CONTENTS

<b>Appendices</b> .....	5
<b>Part I Our Vision, Commitment &amp; Philosophies</b> .....	6
<i>Our Vision</i> .....	6
<i>Our Commitment to Our Clients</i> .....	6
<i>Company Philosophies</i> .....	6
The Client Is Paramount.....	6
Ownership by Our People.....	6
We Believe In Our Advertising Promises .....	6
Common Sense before Conventional Wisdom.....	6
Equality & Egalitarianism In The Company .....	6
Our Structure Is Simple, Team-Based and Lean.....	7
We Take Responsibility for Our Own Success.....	7
Standard Systems Are the Basis Of Our Success.....	7
The Family, the Village, The Tribe .....	7
We Believe In Our Company Being Profitable .....	7
Leadership First .....	7
<b>Part II Contractors</b> .....	9
<i>Remuneration</i> .....	9
<i>Property Management</i> .....	9
<i>Referrals</i> .....	9
Company Referrals .....	9
Buyer Referrals .....	9
Listing Referrals .....	9
<i>Selling Fee Payable on the Sale of a Contractor's Property</i> .....	10
<i>Disputed Commissions</i> .....	10
<i>Sales Targets</i> .....	10
<i>Auction or Private Sale Advertising Authorised by the Vendor</i> .....	10
<i>Non Recouped Advertising</i> .....	11
<i>Letterdrops</i> .....	11
<i>Expenditure On Behalf of the Agent</i> .....	11
<i>Expenditure/Guarantees/Indemnities</i> .....	11
<i>OFl Boards</i> .....	11
<i>Stationery</i> .....	11
<i>Mobile Telephones</i> .....	11
<i>Email</i> .....	11

Correspondence .....	12
<b>Part III Advertising</b> .....	13
<i>Auction or Private Sale Advertising Authorised by the Vendor</i> .....	13
<i>Non-Recoverable Advertising and Commission Deals</i> .....	13
<i>Vendor Advertising Budgets up to \$1650.00 (Including gst)</i> .....	13
<i>Printed Advertising Guidelines</i> .....	13
<i>Auction and For Sale Boards</i> .....	14
<i>Donation Sign Boards</i> .....	14
<i>Corporate Advertising</i> .....	14
<i>Press Releases or Announcements</i> .....	14
<b>Part IV Appraisal to Listing Procedure &amp; Checklist</b> .....	15
Pre List .....	15
<i>The Listing Presentation (Appraisal)</i> .....	15
<i>Professional Follow up</i> .....	15
<b>Part V New Listing Procedure</b> .....	16
<i>Office Procedure Once Property Listed For Sale</i> .....	16
<i>Secretarial Requirements / Deadlines</i> .....	16
<i>Listing Details</i> .....	16
<i>Agency Agreement Forms</i> .....	16
<i>Advertising Costings and Schedule</i> .....	17
<b>Part VI Listing and client Management Procedure</b> .....	18
<i>On Receiving New Listing</i> .....	18
<i>Ongoing Client &amp; Listing Management</i> .....	18
Daily communication .....	18
Weekly client meetings and vendor reports .....	18
<i>If For Sale By Auction:</i> .....	19
Keys .....	19
<i>Open for Inspection Sheets</i> .....	19
<i>Sales Action requirements</i> .....	19
<i>Open for Inspections</i> .....	19
Database .....	20
<b>Part VII Auction Week and Day Procedure</b> .....	21
<i>The following Auction Code of Conduct is to be adhered to:</i> .....	21
<b>Part VIII Sales Procedure</b> .....	23
<i>Completing Property Sold Forms - (Appendix 20)</i> .....	23
<i>Banking Deposits</i> .....	23

<i>Cancellation of a Contract of Sale</i> .....	23
<i>After Sales Service</i> .....	23
<b>Part IX Agent Conduct</b> .....	24
<i>Alcohol</i> .....	24
<i>General Guidance rules</i> .....	24
<i>Sexual Harassment (Schedule 10)</i> .....	24
<b>Part X General</b> .....	25
Purchasing Real Estate .....	25
Purchasing a Property on behalf of an Undisclosed Buyer .....	25
Team / Sales Meetings.....	25
Provision of Equipment .....	25
<b>Agreement of policy &amp; procedures</b> .....	26

## APPENDICES

1. CHANGING PLACES CONTRACTOR ACTIVITY FORM
2. COMPANY LETTER HEAD
  - A. LETTERHEAD TEMPLATE FOR PRINT
  - B. LETTERHEAD TEMPLATE FOR EMAIL
3. CHANGING PLACES PAYMENT ADVICE
4. CONFIRMATION LETTER / EMAIL
5. A GUIDE TO SELLING YOUR HOME
6. CORPORATE BROCHURE
7. MARKETING SCHEDULE
8. LISTING AUTHORITIES
  - A. EXCLUSIVE SALE AUTHORITY (VIC)
  - B. EXCLUSIVE AUCTION AUTHORITY (VIC)
  - C. BONUS COMMISSION AUTHORITY (EXAMPLE)
9. LISTING QUESTIONS
10. CLIENT LISTING PROPOSAL
  - A. SALE PROPOSAL (TEMPLATE)
  - B. AUCTION PROPOSAL (TEMPLATE)
11. LETTER OF APPRAISAL (TEMPLATE)
12. NEW LISTING FORM
13. NEW LISTING PROCEDURES CHECKLIST
14. JUST LISTED / SOLD LETTER
  - A. JUST LISTED (TEMPLATE)
  - B. AUCTION INVITATION (TEMPLATE)
  - C. JUST SOLD (TEMPLATE)
15. STREET CAMPAIGN
16. VENDOR REPORT (EXAMPLE)
17. OPEN FOR INSPECTION DATA CAPTURE SHEET
18. PRIVACY STATEMENT & COLLECTION NOTICE
19. OPEN FOR INSPECTION CHECKLIST
20. SOLD FORM
21. MISCELLANEOUS LETTERS
22. WHAT TO SAY WHAT TO SEND
23. VARIOUS SCRIPTS & DIALOG
24. SCHEDULE 10 – SEXUAL HARASSMENT POLICY

## PART I OUR VISION, COMMITMENT & PHILOSOPHIES

### OUR VISION

To be a large and respected player in the real estate industry throughout Australia.

### OUR COMMITMENT TO OUR CLIENTS

To deliver a comprehensive and world class real estate experience to our clients whilst providing exceptional value, building on our core values of integrity, honesty, and results.

### COMPANY PHILOSOPHIES

Our philosophies lay out the scaffolding of what it means to be Changing Places:

---

#### THE CLIENT IS PARAMOUNT

- We care for all our clients (ourselves, our Team, our customers, our stakeholders).
- Dealings between intra-company businesses are always done with mutual respect.
- All company dealings (both inside and outside) are done with complete honesty and integrity.
- We give our clients great value for money and great service.
- The client is always right.
- We know that when we look after our clients, they will look after us.

---

#### OWNERSHIP BY OUR PEOPLE

- All our people are owners of their business – their seat and their shop – rather than employees.
- All of us will have the opportunity to own part of the company.

---

#### WE BELIEVE IN OUR ADVERTISING PROMISES

- We believe in 'lowest fees guaranteed', 'real estate with real service and real savings'.
- We never lose a listing over price.
- We know in marketing 'perception is reality', and we know we have only 'one chance to make a first impression'.

---

#### COMMON SENSE BEFORE CONVENTIONAL WISDOM

- We seek the logical solution, not the traditional way of doing things.
- If others are doing things a certain way, it is probably wrong. Finding out the better way, and why others are wrong, is the challenge.
- We do our own thinking – we don't let others do it for us.

---

#### EQUALITY & EGALITARIANISM IN THE COMPANY

- In our company, there are no privileges unless everyone has them.
- We endeavour to promote from within whenever possible.
- Our company has no receptionists, individual offices or secretaries. We employ intelligent people to do real work, not menial tasks delegated downwards.
- Our aim is for work to be fun and challenging for everyone.

---

## OUR STRUCTURE IS SIMPLE, TEAM-BASED AND LEAN

- We work towards a maximum of three to four layers anywhere in the company.
- The Territory Business Team.
- The Regional Business Leadership Team.
- The State Leadership (SWOT) Team.
- The National Leadership (SWOT) Team.
- We work in Small Territory Teams with a minimum of two people and a maximum of seven. A Team Leader leads our Teams.

---

## WE TAKE RESPONSIBILITY FOR OUR OWN SUCCESS

- In our company we know our purpose and our vision.
- We set our goals (which are always a stretch, but achievable) and have a plan on how to achieve them.
- We select the right people, know the purpose of their role, measure the achievement of that purpose, give incentive to that measurement and recognise the achievement.
- We believe that 'what gets rewarded gets done'.
- Whether we turn the pressure of work into stress, we believe is our choice. Our organisation believes in maximising our personal development.

---

## STANDARD SYSTEMS ARE THE BASIS OF OUR SUCCESS

- Each Area Business Team in our company operates as an empowered small business, but with a strict set of agreed systems.
- We know there is only one best way to operate, and everyone is expected to operate that way, until a clearly superior way is demonstrated.
- Our systems are created for our people, by our people, in an environment that stimulates change.
- Bureaucracy, red tape and sacred cows are outlawed.

---

## THE FAMILY, THE VILLAGE, THE TRIBE

- Everyone works in small accountable Teams of two to seven people (the family).
- Businesses and Teams work in regions of four to ten businesses (the village).
- Villages are grouped with their support businesses of ten to thirty people (the tribe).

---

## WE BELIEVE IN OUR COMPANY BEING PROFITABLE

- We accept that unless our company is consistently profitable, it cannot pay our fees, our incentives, or offer dividends and increase the value of share options. We know that profit is the best measurement of whether we are providing a service the community values.

---

## LEADERSHIP FIRST

- Innovative products and services may take a company to the top, but it will only stay there because of the way it is led.
- A set of values or philosophies will only make a difference if they are unflinchingly driven – throughout the business, by its Leaders.

- Our priority is to bring out the best in people – to recognise and enhance the unique capabilities and talents of each Contractor.
- The ultimate measure of leadership is its effect on people. And leadership that sets people free to be more productive than they would have ever imagined, taking ownership of their work and their lives, is what Changing Places is all about.

## PART II CONTRACTORS

### REMUNERATION

In the course of employment as a Real Estate Contractor, no Contractor is entitled to, nor shall accept, any hidden commission or other hidden remuneration arising directly or indirectly from any person or firm except that payable by the Agent.

It is therefore clearly understood that any remuneration received by the Contractor must be immediately reported and handed to the Agent.

### PROPERTY MANAGEMENT

The Contractor will receive a commission of one week's rental for properties introduced to the rent roll and maintained on the rent roll after twelve months, provided the Landlord's pay our standard rates of commission, letting fees and advertising.

Sales Staff will be entitled to a 50% net listing commission on management properties they have introduced to the office, provided they also bring in the listing. Where the landlord lists the property through the office without reference to the Contractor, a 25% net listing commission will be paid. No listing commission will be paid where the property is listed by another Contractor.

### REFERRALS

---

#### COMPANY REFERRALS

All listing enquiries received by Changing Places via the 1300 130 998 phone number or any other form of advertising or promotion will be directed to the appropriate Area Specialist. The Area Specialist will be entitled to the normal commission split.

---

#### BUYER REFERRALS

There are no buyer referrals unless an Area Specialist offers to share a commission to another Area Specialist in order to attract more buyers. The percentage split is negotiated between the parties.

---

#### LISTING REFERRALS

These referrals can be broken down into several types:

##### **Name referral:**

This is when you redirect a potential client to another Area Specialist who lists with that Area Specialist.

No payment will result from the sale to the referrer.

##### **Attending referral:**

When you source a listing from your own efforts or contacts and attend the listing with another Area Specialist and do nothing further towards the sale.

In this case, the referrer receives 25% of the Area Specialist's commission.

**Full referral:**

Occurs when an Area Specialist lists a property outside their area on an Exclusive Authority (Sole or Auction) and completes all necessary paperwork and advertising schedules (as required) before passing it onto another Area Specialist. The new Vendor has been introduced to our methods and systems and commits to our service without further need of explanation from another Area Specialist.

In this case, the referrer is entitled to 50% of the Area Specialists commission.

**Disputes**

If there is any dispute in the matter the Sales Manager will have final say.

**SELLING FEE PAYABLE ON THE SALE OF A CONTRACTOR'S PROPERTY**

On the sale of property owned by a Contractor and sold by the Contractor, Changing Places shall be paid its normal share of commission by the Contractor based on the sale price.

In the case of a Contractor's property being in another Contractor's area and another Contractor working for Changing Places makes the sale, Changing Places shall be paid its normal share of commission and the selling Contractor shall receive 50% of the standard fee based on sale price.

When selling properties where the Vendor is a relative of a Contractor or a trade client of the company, any advertising or commission deal offered to the relation or trade client, shall first be approved by a Director or Sales Manager. Consideration will be given to past and ongoing assistance and contributions to Changing Places.

**DISPUTED COMMISSIONS**

Disputed commission shall be held by the Agency until the dispute is completely resolved. All costs (fees etc.) will be deducted from the commission payable to the Contractor.

**SALES TARGETS**

Individual sales targets may be set for each Contractor, however, these figures are only used to gauge performance and are to be agreed upon by the Contractor, Director and Sales Manager.

You are required to submit the Changing Places Contractor Activity Form (Appendix 1) on the Last Friday of each calendar month.

**AUCTION OR PRIVATE SALE ADVERTISING AUTHORISED BY THE VENDOR**

At no time is the actual advertising expenditure to exceed the advertising allowance. Should this situation ever arise, any expenditure above the allowance will be required to be repaid to Changing Places immediately by the Contractor concerned, if no approval has been granted by a Director or Sales Manager. If the expenditure above the advertising allowance is due to a mistake by the Administration Department, of which the Director or Sales Manager shall be the sole judge, then that portion will not be required to be repaid by the Contractor concerned.

### *NON RECOUPED ADVERTISING*

Any advertising authorised or not authorised by the Vendor which is not recouped from the Vendor will be refunded to Changing Places by the listing Contractor immediately.

### *LETTERDROPS*

The text of all letterdrops must be approved by the Sales Manager, prior to printing. Should such approval not be granted and the Contractor prints and or distributes such letter and any action is taken against Changing Places as a result, then the Contractor shall pay for all expenses associated with such action.

### *EXPENDITURE ON BEHALF OF THE AGENT*

No expenditure may be incurred in the name of Changing Places for **any expenses** (other than authorised advertising by the Vendor).

### *EXPENDITURE/GUARANTEES/INDEMNITIES*

Contractors are not authorised to enter into any commitment, make any purchases or grant any indemnity or guarantee on behalf of Changing Places whether it be for tradespeople to carry out work on behalf of Vendors or any other work relation matter.

Tradespeople may be employed to carry out works for the Vendor provided the invoice is addressed to the Vendor, care of the Contractor.

### *OFI BOARDS*

Each Contractor is provided two open for inspection (OFI) boards. The Contractor is responsible for the two and is required to return them when their Contract is terminated with the company. Non-return will result in a deduction of the cost from their last commission cheque or final settlement cheque. It is the responsibility of the Contractor to maintain them in a tidy like manner. Any costs for repairs or loss incurred due to a staff member's negligence, will be at the expense of the Contractor.

### *STATIONERY*

All stationery requirements, including letterheads, company envelopes, with compliments slips, business cards, company brochures etc. must be ordered through the Sales Secretary and the cost of such items are to be paid for by the Contractor.

### *MOBILE TELEPHONES*

Mobile phones and mobile phone accounts are the sole responsibility of each Contractor.

### *EMAIL*

All Contractors shall have an email address for correspondence. When emailing documents, advertising requirements and listing details to a Changing Places member, an email receipt should be requested. All Contractors and Changing Places Staff shall send an email return receipt when requested to do so.

## CORRESPONDENCE

All external correspondence, be it with Vendors, Purchasers, Solicitors etc. must be on company letterhead (Appendix 2).

The Head Office address must be shown together with ACN 098 909 347 and ABN 88 098 909 347, Director and Licensed Agent Cameron Fisher AAPI and [www.changingplaces.com.au](http://www.changingplaces.com.au)

## PART III ADVERTISING

### AUCTION OR PRIVATE SALE ADVERTISING AUTHORISED BY THE VENDOR

At no time is the actual advertising expenditure to exceed the advertising allowance. Should this situation ever arise, any expenditure above the amount will be required to be repaid to Changing Places immediately by the Contractor concerned, if no approval has been granted by a Director or Sales Manager.

### NON-RECOVERABLE ADVERTISING AND COMMISSION DEALS

All monies not recovered from a Vendor due to inadequate authorisation will be paid for by the Contractor.

**Please note:** Verbal authorisation is inadequate.

### VENDOR ADVERTISING BUDGETS UP TO \$1650.00 (Including GST)

All Vendor authorised advertising budgets up to \$1650.00 (including GST) are to be paid 'up front' prior to being incurred. Where budgets exceed \$1650.00 (including GST), the listing agent should, where possible still endeavour to secure payment 'up front'.

Advertising can be paid by credit card (appendix 3) or monies can be transferred or paid directly into the below account:

#### **Changing Places General Account**

##### **Commonwealth Bank**

**BSB:** 063 145

**ACC:** 1065878

### PRINTED ADVERTISING GUIDELINES

All advertisements lodged by the Contractor must have the following:

- The Contractor shall have all advertisements and board copy checked by Vendors prior to placement. If copy is found to be incorrect due to the Contractor's fault then the Contractor shall pay the costs of such advertisements (if not recouped from the Vendor).
- Private sale line advertisements are to be lodged with the Advertising Manager by 12.00 noon Monday's for Wednesday and Saturday display ads and Wednesday's by 12.00 noon for Saturday line ads, where possible. All authorised private sale advertising money must have a schedule prepared, typed and submitted to the Advertising Manager prior to the placement of the first advertisement.
- Comply with the Trade Practices Act.
- Be in the Agency's standard format.
- Use Changing Places logo.
- Be subject to a Director or Sales Manager's approval.
- Inaccurate or misleading advertising is not permitted under any circumstances.

Changing Places reserves the right to vary the advertising and to stipulate a minimum level of advertising in some media.

### *AUCTION AND FOR SALE BOARDS*

Specially painted Auction and For Sale signboards must be ordered through the Advertising Manager who will arrange for the sign company to prepare, place and collect signs. The sign company has been instructed to take no action unless orders are accompanied by an official order from the Advertising Manager.

The Contractor is required to seek instructions from the Vendor as to the location of the board prior to its going up. If the board has to be moved because the Vendor is not happy with the position, then the instructing Contractor shall bear the cost of such relocation.

### *DONATION SIGN BOARDS*

Approval from a Director must be obtained for the erection of donation boards prior to committing the company.

### *CORPORATE ADVERTISING*

No corporate advertising will be placed by any Contractor without the prior approval and authority of a Director.

### *PRESS RELEASES OR ANNOUNCEMENTS*

Contractors are not permitted to make announcements to the Press.

Press Releases or Announcements or Statements will be released only by the Director.

The Contractor may make facts regarding a sale available to the Sales Manager or Auctioneer, placing the auction results, who will forward them directly to the appropriate publications.

In the case of auction results with metropolitan newspapers only the listing Contractor may, after a property is sold by Auction, advise these newspapers of the results direct, providing no objection is made by the Vendor or Purchaser.

## PART IV APPRAISAL TO LISTING PROCEDURE & CHECKLIST

### PRE LIST

Upon making appointment to appraise the property, ensure all client and property details including email address and residential address (if not owner occupiers) are captured and updated in our CRM database software

1. Pre-listing kit - email & paper based
  - Confirmation letter (appendix 4)
  - A Guide to Selling + Questionnaire (appendix 5)
  - Agent profile brochure
  - Corporate brochure (appendix 6)
  - Examples of marketing (eg. Property brochures)
2. Deliver pre list kit on the same day they appointment was made (or via email)
3. Research sales information for the street, suburb and subject property using the databases and websites available to you (Price Finder / RP Data) and establish price
4. Prepare a CMA on the subject property using Price Finder / RP Data
5. SMS confirmation on the morning of the appointment

### THE LISTING PRESENTATION (APPRAISAL)

Being prepared and having a 'questions based' presentation will ensure you stand out above our competitors, use the questionnaire that was delivered in the pre listing kit as an agenda to the meeting

1. What to take with you:
  - CMA to establish price with the client
  - Marketing Schedule (appendix 7a / 7b)
  - Fee Schedule
  - Listing Authority (appendix 8a / 8b / 8c)
  - Visuals and Props
2. Tour the property placing emphasis on the positive points of the property
3. Take down notes
4. Identify the needs of the client through probing questions (appendix 9)
5. Ask for the business!
6. Update client's details in database / CRM and add notes from meeting

### PROFESSIONAL FOLLOW UP

There will be times when you won't secure the business at the first meeting, from this point, your professional and diligent follow up will be what wins you the business and differs you from our competitors

#### **The day following the appointment:**

1. deliver your proposal (appendix 10a / 10b) and/or letter of appraisal (appendix 11)
2. follow up with a phone call thanking for the opportunity to submit your professional recommendation
3. update client's details in database / CRM and set an appropriate trail or action plan based on the likelihood and the timeframe of the client taking the property to market

## **PART V NEW LISTING PROCEDURE**

### *OFFICE PROCEDURE ONCE PROPERTY LISTED FOR SALE*

No property will be advertised for sale or listed on the stock list until the following requirements have been fulfilled (unless otherwise approved by a Director or Sales Manager)

- All property and client information must be correctly entered in our database / CRM system;
- There must be an enforceable Exclusive Authority to Consult/Act (appendix 8a / 8b / 8c);
- New Listing Form must be completed in full (Appendix 12);
- Advertising Schedule must be provided (if applicable) (Appendix 7a / 7b)

Should any of these items not be to the Director or Sales Secretary's satisfaction, the document will be returned to the Contractor concerned for completion. The property will not be advertised or listed on the Stock Sheet unless all items are completed and correct.

The Sales Secretary has full authority to return any documentation if not complete.

### *SECRETARIAL REQUIREMENTS / DEADLINES*

All correspondence should be legible and in full sentence form. Full address details should be included.

All new property listings and supporting documentation should be submitted to the Sales Secretary by the start of Monday at the latest (when the auction campaign starts on the following Saturday).

If typing is required by a specific time this should be noted on the front page of the work.

New auction listing and supporting details must be given to the respective Sales Secretary at least five working days prior to the commencement of the campaign.

### *LISTING DETAILS*

No private sale or auction properties will be entered onto the Stock List without full details. Specific inspection details must be included.

### *AGENCY AGREEMENT FORMS*

It is the responsibility of the Listing Consultant to complete the Exclusive Authority to Consult/Act (appendix 8a / 8b / 8c) correctly. Details including the following must be included:

- Agency name and address;
- Vendors name and address;
- Address of property to be sold and a list of chattels passing with the property;
- Authority period;
- Price and settlement terms;
- Details on vacant possession or receipt of rents or profits;
- Consultant's fees;
- Marketing expenses including the companies the Consultant receives rebates from and percentage (if any);
- Level of service to be provided ie. 'To negotiate the sale of the Property';
- Signature of Contractor;

- Signature of Vendor; and
- In the case of a company, Director/s must sign as per the Companies Memorandum and Articles of Association and the following words inserted below the Director/s signature/s:

#### ADVERTISING COSTINGS AND SCHEDULE

Advertising costings are attached. Fill out the blank schedule using costings and submit.

To fill out an Advertising Schedule correctly, follow the following:

- Fill in the auction date and time;
- Fill in the full address details;
- Fill in Auction Authority amount;
- Fill in full name of Vendors;
- Fill in all dates you require advertisements to appear;
- Fill in required board size; and
- Type of brochures (colour or black & white).

Remember, flats do not have lights on their boards so you will need to delete the light from the schedule. If you have any problems, please ask the Sales Secretary.

## PART VI LISTING AND CLIENT MANAGEMENT PROCEDURE

The managing of clients is as critical as the listing. We need to manage client's expectations by providing regular and accurate information from the marketplace. Refer to New Listing Procedures Checklist (Appendix 13).

### ON RECEIVING NEW LISTING

The Contractor who is responsible for the listing and therefore the client, shall be responsible for the following:

- Present the marketing program and advertisements to the client for approval;
- Arrange keys and access to property and inform all company members;
- Check the property's presentation prior to inspections and suggest any appropriate improvements;
- Organise inspections for other interested Contractors and provide feedback to client;
- Set price indicators and discuss with clients; and
- Distribute Just Listed Letterdrop (Appendix 14) and commence street campaign (Appendix 15).

### ONGOING CLIENT & LISTING MANAGEMENT

---

#### DAILY COMMUNICATION

Most importantly – contact each client each day (when appropriate) to inform them of progress of sale and/or meet with client once a week. Leave a note after each inspection with brief report. Leave a note after each inspection.

**Daily client contact may include:**

- private inspection customer response;
- Open for Inspection customer response;
- informing of mid-week and weekend inspection times;
- report office telephone enquiry;
- to report no further enquiry; and
- offers received.

Remember, calls may only be 30 seconds but it is the continual daily contact which will help you obtain an untold number of referrals plus assist in educating the client.

---

#### WEEKLY CLIENT MEETINGS AND VENDOR REPORTS

At the beginning of the marketing campaign you may want to schedule a regular time each week to meet with your client to discuss the progress of the sale. Bring along to these meetings a comprehensive vendor report (appendix 16) and use this as an agenda to discuss the following:

- Level of buyer interest on the property
- Discuss any offers
- Review pricing strategy of the property
- Review advertisement copy and placement of advertisements
- Seek additional advertising expenditure if necessary

**Advise at each Sales Meeting of current levels of interest on property, any offers and any other pertinent details.**

#### *IF FOR SALE BY AUCTION:*

- Arrange client/auctioneer meeting during week prior to auction;
- Remind all prospective clients of upcoming auction date and auction time on the Thursday prior to auction;
- Distribute Auction Letterdrop by 12.00 noon Friday prior to auction (Appendix 14b)
- Organise Vendor Contractors;
- Read through Contract and advise auctioneer of any anomalies; and
- Organise flags and auction boards for erection on auction day.
- When sold, organise sold sticker, collection of keys from key safes and issue Section 27 Statement. Provide details to Sales Secretary immediately.
- Distribute after Sale Letterdrop within two days of making sale (Appendix 14c).
- If sale is conditional or subject to cooling off period, advise client of outcome on day of sale becoming fully unconditional or of falling through.

#### *KEYS*

All keys for properties are to be tagged with a code identifying them NOT showing the properties full address and kept in a safe place.

#### *OPEN FOR INSPECTION SHEETS*

Open for Inspection times for the weekend, need to be set on Monday. Each Contractor shall inform the Advertising Manager which properties they are opening Wednesday, Saturday and Sunday, auction attendees and flag duties. Sales Secretary will deliver to each Contractor an OFI and Advertising List on Thursday by 1.00pm.

#### *SALES ACTION REQUIREMENTS*

All changes to any matter relating to property sales, or any requests for action must be submitted to the Sales Secretary or Advertising Manager in writing by fax or email and must include:

**URGENT ATTENTION:** (to the person responsible for actioning any change)

**DATE:** (of the request)

**CHANGE REQUIRED:** (specific details of the change(s) that re required)

**ACTION BY:** (date/time the required change needs to be actioned by)

This person will then acknowledges the request form when the job is completed and return to the respective Sales Contractor.

#### *OPEN FOR INSPECTIONS*

The Contractor is to arrive on time, preferably five minutes before the designated hour. The Contractor must take enough brochures and property magazines, ensure lights are turned on, doors unlocked, OFI boards are placed at nearest corner and one outside the house, an Open for Inspection flag is also to be placed on the board. Ensure an Agent's File is taken with you to take names and numbers (Appendix 17). The Agent's File should also contain a copy of the Authorities, Title, Section 32 and Advertising Schedule. The Contractor shall place on display a

copy of the privacy statement and collection notice (Appendix 18). Also refer to the Changing Places Open for Inspection Checklist (appendix 19)

## DATABASE

The contractor must ensure diligent database management when dealing with client information. All clients that attend any open for inspection or make an enquiry, it is the responsibility of the contractor to capture the contact details from all attendees and ensure all data is entered correctly against the property in the database system.

Furthermore the contractor is required to enter all contacts (buyers and sellers) into the database system.

## PART VII AUCTION WEEK AND DAY PROCEDURE

### THE FOLLOWING AUCTION CODE OF CONDUCT IS TO BE ADHERED TO:

1. Auctioneer is to be present at the final Vendor's meeting;
2. Letterdrop of surrounding streets to be done by 12 noon Friday prior to Auction (Appendix 14b)
3. Auction flags to be erected prior to 7.30am on the day of Auction and erect auction sandwich boards at the end of connecting streets and major intersections;
4. Handling Agent is to supply a minimum of two Vendor Contractors for the Auction;
5. The property is to be opened 30 minutes prior to Auction. The Contractor opening the property must have sufficient brochures and property review magazine and the property file with Auction Contracts.
6. The Contract of Sale should be displayed together with the Vendor's Statement, sold sticker and corporate brochures.
7. On the Auctioneer's arrival, the opening Contractor hands over the Contract of Sale/Vendor's Statement and brochure, if they have not already done so. The Contractor advises the Auctioneer of the identity of the Vendor's Contractors and genuine bidders. If necessary, re-introduces the Auctioneer to the Vendor(s);
8. During the inspection prior to Auction, Contractors and Sales Representatives are to show people through the house and provide a presence for security purposes **not** stand out the front of the property;
9. During the Auction, the Contractor is to mingle with buyers and encourage them, **not** talk amongst themselves or simply lay back and enjoy the performance;
10. Contractors are to be alert to questions from the public and assist the Auctioneer if required in answering them quietly and with a minimum of fuss;
11. If the property is sold, at completion of the Auction, the Auctioneer shall congratulate the successful purchaser, take them inside then speak to the Vendor. The Contractor shall commiserate the losing bidders, obtain their full details and keep them there until the highest bidder has moved inside;
12. The Contractor, not the Auctioneer is then to complete all documentation. Buyers and sellers must always be introduced after an Auction sale;
13. When the property is sold, the Contractor is to do all the Contracts, the Section 27 Statement, completes the Sold Property Form (ie. Solicitor's details), takes cheque, puts sold sticker on boards, collect the keys and ensures the following procedure has been adhered to:
  - Separate Vendor Statements are to be signed and dated;
  - Vendor to sign Section 27 when available;
  - Purchaser to sign the separate Section 32. All Contracts and Sales Notes must have a Section 32 attached;
  - The Purchaser shall be given a Section 27 and sign acknowledgement of it being given; and
  - The Purchaser will be given a signed Contract Note and Section 32 Statement.
14. Before leaving the property, a sold sticker is to be adhered or a diary note made to have board changed to 'For Sale';
15. An After Sale Letterdrop should be organised for the following day (Appendix 14c)
16. The Contractor completes the Property Sold Form and faxes or emails to the Sales Secretary by 5.00pm that day. A message must be given to the Auctioneer if the Vendor/Purchaser do not want the price disclosed, immediately following the Auction;

17. If the property is passed in, the Contractor confers with the Auctioneer as to who will negotiate the sale. The other removes the flag and sandwich board and places them in the cars.

## PART VIII SALES PROCEDURE

### COMPLETING PROPERTY SOLD FORMS - (APPENDIX 20)

**Complete all sections of the Property Sold Form (Appendix 20), ensuring the following is entered:**

- Sale price;
- Date of sale;
- Purchaser's full name, address and contact numbers;
- Purchaser's Solicitor's name, address and contact numbers; and
- Location of keys to property. If the Contractor has not returned the keys to the Vendor, he/she is to keep the keys in a safe place and make them available to the Purchaser only once the Vendor's Solicitor has authorised to do so.

**Completes the back of the deposit cheque(s), ensuring the following is entered:**

- Property address;
- Vendors and Purchasers surnames; and
- What part of deposit, ie. part or full.

**Give the completed Property Sold Form to the Sales Secretary:**

- A Contractor shall complete Property Sold Form before passing to the Sales Secretary. If this form is received by the Sales Secretary incomplete (eg. no dates on Contracts, Section 32's unsigned, Section 27 receipt unsigned (if provided), no authority etc.) then the responsible Contractor will incur a penalty of 5% for the second offence and 10% for subsequent offences, deducted from the commission entitled, at the discretion of the Director; and
- Complete all forms and deposit cheques must be received by the Sales Secretary by 5.00pm on the day of sale, or by 10.00am the next business day.

### BANKING DEPOSITS

Deposits must be banked in the Company's Sales Trust Account on the date of receiving or next business day and Property Sold Forms (Appendix 20) must be faxed or emailed to the Sales Secretary immediately.

### CANCELLATION OF A CONTRACT OF SALE

Immediately a Contractor becomes aware that a sale has fallen through, he/she must advise a Director or the Sales Secretary, who will then advise of procedure to inform Vendor.

### AFTER SALES SERVICE

After the property is sold any Forthcoming Auction or For Sale corflute boards and pointer boards are to be collected.

The Contractor is to request a Testimonial from the Vendor for use in future Pre List Kits and obtain the Vendor's forwarding address for entering into the Database.

## PART IX AGENT CONDUCT

### ALCOHOL

The company provides drinks for staff from time to time. Casual drinking prior to appointments is not permitted.

### GENERAL GUIDANCE RULES

1. A Contractor shall not be late to appointments or meetings. If late more than three times for internal meetings, the principals shall have the right to terminate the Contractor's employment.
2. The Contractor shall have an extensive knowledge of the product we are selling and of comparable properties prior to meetings / inspections.
3. Telephone calls shall be returned by the end of the day the message was taken.
4. If a Contractor says he/she will do something by a set time, then that task must be completed by then and the requesting party advised accordingly that it has been completed.
5. A Contractor must not use bad or poor language, or slang in the course of business. A Contractor shall not tell any lies.
6. Contractor's cars must be clean and presentable (ie. no rubbish, broken seats, odours), enabling the Contractor to take people out in them at any given time.
7. OFI boards must be looked after and kept in good condition.
8. Suits must be cleaned and pressed. Shoes must be clean.
9. Do not drink and drive. Your income relies on your driver's licence.
10. Keys to properties must not be left in motor vehicles, as any loss or damage is not covered by any insurance policy. This includes the cost of replacing the keys or changing the locking system in the house relating to the lost key. Keys, when not on a person, must be kept in a safe and secure place. Failure to comply with the above may result in you being personally liable for any loss or damage to the residence concerned.

### SEXUAL HARASSMENT (SCHEDULE 10)

1. The Contractor shall not sexually harass any employee, customer, client, business associate or any other person during their employment.
2. The Contractor expressly agrees that Changing Places' current sexual harassment policy is as set out in Schedule 19

## PART X GENERAL

### PURCHASING REAL ESTATE

No Director, Contractor, Service Provider, staff member or relation thereof (as defined in the Act) shall be permitted to purchase a property which is under Authority with Changing Places or where the Vendor is to be charged a commission by Changing Places. Any transactions which involves Changing Places relinquishing its Authority or where Changing Places' Authority has expired, needs to be brought to the attention of a Director for written approval before being completed. If the Contractor sells a property to a Contractor, Service Provider or a staff member and the company does not receive minimum commission, then that staff member shall reimburse the company an amount equivalent to 30% of the Changing Places standard rate of commission on the price the property is sold for.

### PURCHASING A PROPERTY ON BEHALF OF AN UNDISCLOSED BUYER

It is not permitted for a Contractor to purchase a property on behalf of an undisclosed buyer, unless the purchaser who wishes to remain anonymous, contracts in writing with the Agent, and the Director agrees to the purchase and sign the Contract.

All deposit monies must be cleared through the Agent's Trust Account prior to entering into the Contract.

### TEAM / SALES MEETINGS

All Contractors should make their best endeavours to attend Sales, Listing or General Meetings organised by Changing Places.

### PROVISION OF EQUIPMENT

The following equipment and services are provided to the Contractor at commencement of this Agreement:

- 500 business cards;
- 1000 letterheads
- 2 A-frame Open for Inspection boards; and
- Standard forms and letters to be used.

When the Agent requires additional items, these are to be ordered through the Sales Secretary and paid for by the Contractor.

All equipment, stationery, facilities and services provided by Changing Places remain the property of Changing Places and shall be returned immediately in good order on termination of this Agreement. The Contractor must look after the items provided. If any items are lost or broken, other than fair wear and tear, the Contractor will pay replacement costs.

**AGREEMENT OF POLICY & PROCEDURES**

**SIGNED** this

day of 20

\_\_\_\_\_  
**Contractor**

Name and Address (in capitals)

\_\_\_\_\_  
Witness

Name and Address (in capitals)

\_\_\_\_\_  
**Agent**

**CAMERON FISHER AAPI**  
MANAGING DIRECTOR  
CERTIFIED PRACTICING VALUER  
LICENSED ESTATE AGENT

\_\_\_\_\_  
Witness