**Changing Places ‘Plain English’ Authority
Exclusive Auction Authority**

**Vendor/s**

Address

Suburb  Postcode

Telephone Home Mobile

 Business Other

Email Address

**Appoint** Changing Places Real Estate Consultants pty ltd of 294 Kings Way, South Melbourne 3205 to offer for sale the property at:

Address

Suburb  Postcode *(including Chattels)*

By Auction at am / pm

Vendor Asking Price $ or any other price the Vendor signs a Contract of Sale to sell the property.

Agents Estimate of Selling Price $ or between $ and $

*(Note: This is the Agents opinion and is not a valuation - Section 47A Estate Agents Act 1980)*

Preferred terms

Set Agreed Commission $ *plus GST $ = TOTAL $ including GST*

Marketing Fees $ *(at cost)* *plus GST $ = TOTAL $ including GST*

 *plus any further amounts agreed to in writing by the Vendor. The Agent will not be entitled, or is not likely to be entitled to any rebate.*

The Vendor acknowledges that the level of service to be provided by the Agent is for the Agent to market and endeavour to negotiate the sale of the property.

Exclusive Authority Period days from the Auction date.

The Agent will not share in any commission with a person who is not a Licensed Estate Agent or an Agents Representative.

***THIS IS AN EXCLUSIVE AUTHORITY***

The Vendor is obliged to pay the Agents Commission on demand, upon a Contract of Sale for the property above becoming an Unconditional Contract and the Agent is irrevocably authorised to deduct from any deposits received, all commissions and marketing fees. The Vendor agrees to pay the agreed Marketing Expenses incurred during the period of this Agreement upon demand, whether or not a Sale takes place. I/We acknowledge that if the account is overdue, changing *places* at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and I/we agree to be responsible to meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account. The Vendor acknowledges being informed by the Agent that the Agent’s Fees and Marketing Fees are negotiable, prior to signing this Agreement. The Vendor acknowledges receiving a copy of this Agreement when signing and before signing any binding Contract for the sale of the property.

“Making of Complaints”

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV) GPO Box 123, Melbourne VIC 3001 or by telephoning 1300 737 030. Unless there are exceptional circumstances CAV cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

**Date of Authority** **Signed by Agent**

**Signed by Vendor/s**