



# AUTHORITY TO BEGIN WORK FOR YOU

Suite 3, 122 Gardenvale Road Gardenvale VIC 3185

+613 9804 3133

James Buyer Advocates Pty Ltd T/A James Buy Sell

ABN: 77 098 640 745

Licensed Estate Agent 066347L

Purchaser's Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

### Services to be provided by the Agent to the Purchaser:

To take you through, in part or in full, the James Buy Sell processes that will assist you in making good buying decisions. Property service including all or any of the following: property searching, meeting to clarify goals & objectives, preparation of property plan to meet goals & objectives, visits to multiple sites in assessment of your needs, value & strategies, meetings, bidding & negotiations to final stage purchase & after purchase requirements.

Price: \_\_\_\_\_

Property: \_\_\_\_\_

Position: \_\_\_\_\_

1. Any costs for building or pest inspections or for legal, surveying, architectural, valuation or financial advice are payable to the service provider by you and at no time do we receive a payment from these suppliers.
2. 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 nonmonetary benefits.
3. The Agent will not be, or is not likely to be, entitled to any rebate in respect of:
  - a. Any outgoings; or
  - b. 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
  - c. Any payments made by the client to another person in respect of the work.
4. 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.
5. If a conflict of interest arises, the Agent will make full disclosure in writing and apply its conflict policy set out in its website <https://bit.ly/2Vd7OVZ>.
6. Upon the purchaser buying a home we will invoice you. You agree to pay within 28 days (or otherwise agreed) from invoice date. Please note we provide a 5% discount for full payment within 7 days.
7. The Purchaser acknowledges:
  - a. Being informed by the Agent before signing this Authority that the Agent's fees and authorised outgoings are negotiable;
  - b. The Agent's fees are payable in accordance with this Authority;
  - c. Being informed the Agent has procedures for resolving complaints and disputes before signing this Authority;
  - d. That the Purchaser's personal information may be collected and used as provided in this Authority or as permitted by the Privacy Act 1988; and
  - e. Receipt of a copy of this Authority at the time of signing.
8. 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 558 181. 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.
9. This is an exclusive contract. Unless stated in the happiness policy, the exclusive authority period is 2 years from the date of signing this Authority at which time the sole agency period expires.
- 10. Happiness Policy: This Agreement is designed to reflect our desire to do what you want. If at any time you are not happy prior to finding a home, you can terminate this agreement in writing with no charge and no recourse from us. We want you to be happy. This is our 100% Happiness Policy Guarantee which we have stood by since we started in 2002.**

Fees: \_\_\_\_\_ % + GST of full purchase price

Example on a price of \$ \_\_\_\_\_ \$ \_\_\_\_\_ inclusive of GST

Date: \_\_\_\_\_

Purchaser(s): \_\_\_\_\_

Agent: \_\_\_\_\_