

Authority to begin work for you

47 Warleigh Grove, Brighton 3186
James Buyer Advocates Pty Ltd T/A James Buy Sell
Licensed Estate Agent 066347L
ABN: 77 098 640 745
+613 9804 3133

Buyer happiness or no fee

Purchaser's full legal name:

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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: home searching, meeting to clarify goals and objectives, preparation of home buying plan to meet goals and objectives, visits to

multiple sites in assessment of your needs, value and strategies, meetings, bidding and negotiations to final stage purchase and after purchase requirements, including the right to sign all documents on behalf of the Purchaser if instructed in writing to do so (including the Contract of Sale).

Price:

Property:

Position:



Working for you

Our clauses are simply services + clause 1, 2, 3 and Happiness Clause 4.

1. Costs for building or pest consultants or for legal advice are payable to your service provider by you. No payments go to us.
2. Upon the purchaser (you) buying a property, you agree to pay the Agreed Commission in 28 days. We will invoice you.
3. The authority period is two years from the date of signing this Authority, or when you purchase a home (whichever is earlier), unless you terminate earlier under the Happiness Policy clause.
4. **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 property, you/we 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. A guarantee which we have stood by since we started in 2002.

Consumer Affairs Victoria requires 5, 6, 7, 8, 9, 10 + Commission.

5. The Agent (us) 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.
6. 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.
7. 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.
8. If a buy/sell conflict of interest arises, we will make full disclosure in writing.
9. You the Purchaser acknowledges:
 - a. Being informed by us before signing this Authority that our commission

- and outgoings were subject to negotiation;
- b. Our fees are payable in accordance with this Authority;
 - c. Being informed we has procedures for resolving complaints and disputes before signing this Authority;
 - d. That your 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.
10. 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.

Agreed Commission: % of full purchase price of the property you purchase, + GST

Example: on a price of \$, commission would be \$ inclusive of GST

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Date: **Purchaser(s):**

Agent:

