

Humble Abode Homeware Pty Ltd
T/A South East Property Sales and
Management
78 George street
Millicent, SA 5280
Tel: 08 87335000
telfer5280@gmail.com
Agent Reg: 276115



Member of SAA



SAR012 © Lawsoft Pty Ltd

RESIDENTIAL SALES AGENCY AGREEMENT

The Vendor appoints the Agent to sell the property. The Agent accepts the appointment and the parties agree that the appointment is subject to the terms as set out herein.

VENDOR

Robert Sneath
Po Box 167 Beachport

Mobile 1 _____ E-mail 1 _____

Mobile 2 _____ E-mail 2 _____

AGENT

Humble Abode Homeware Pty Ltd trading as South East Property Sales and Management 78

George street Millicent SA 5280

Salesperson Fiona Telfer

E-mail fiona@southeastpropertysales.com.au Mobile 0407976908

THE PROPERTY being improved / unimproved land situated at and known as

113 Ringwood Dr Beachport

and being Allotment / Lot / Unit _____ on Strata / Community / Deposited / Filed Plan _____

in the Area named _____ in the Hundred of _____

and being whole / portion of Certificate of Title Volume / Folio _____

VENDOR'S SELLING PRICE

\$ 499,000

AGENT'S ESTIMATE OF PRICE

\$ 460,000

ADVERTISING

The law sets a Prescribed Minimum Advertising Price as the higher of the Vendor's or Agent's Price above. No advertising can be less than that and any advertising in a range used in marketing the upper limit must not be more than the Prescribed Minimum Advertising Price plus a maximum of 10%. The Agent's estimate above is the Agent's genuine estimate based on comparable sales and market research and is not a valuation. The Vendor may request a written valuation be obtained from a valuer at the Vendor's cost.

MARKET WITH A RANGE and/or

\$ _____ to \$ _____

MARKET WITH A FIXED PRICE

\$ 499,000

MARKET WITH NO PRICE

☐ Yes

METHOD OF SALE

(auction, listed for price, expressions of interest, tender)

AUCTION

Proposed Auction Date _____ time _____

Location ☐ on site or _____

The Reserve Price at auction (by law) must not be more than the Vendor's Selling Price and 10%.

SETTLEMENT DATE ☐ 30 days ☒ other As Negotiated

PREVIOUS AGENTS

☐ No ☐ Yes

☐ The Vendor confirms the Property was previously listed for sale by:

Agent _____

Agency expired ☐ No ☐ Yes

Written termination to previous Agent(s) given ☐ No ☐ Yes ☐ Vendor to attend to

☐ Vendor has signed a notice and Agent to send for Vendor

TERM OF AGENCY

The agency will be for 90 days and is a sole agency except as detailed below. If acting for the owner of a land development the agency is _____ and continues as a general agency after that until notice of not less than 1 month is given.

Exclusive Agency ☒ No ☐ Yes

Detail other agency type if any _____

ASSOCIATED AGENTS

The Agent is authorised and may appoint other licensed agents to assist the Agent in the sale process and marketing.

☐ In conjunction with _____

CHATELS (IF ANY) INCLUDED WITH PROPERTY

☒ Fixed Floor coverings ☒ Light Fittings ☒ Window Treatments

☒ Compliant Smoke Alarm ☐ Solar Electrical System ☐ Dishwasher

Consumer Credit Chattels ☒ No ☐ Yes Details (if any) _____

Security System ☒ No ☐ Yes (Rental Details) _____

☐ Other

EXCLUSIONS

Other property (fixtures and fittings and other property) not included in the sale (use an Annexure as necessary)

☒ Vendor's ☒ Occupier's ☒ Personal effects ☒ Non-standard telephones

☐ Loose floor coverings ☒ Furniture ☐ Dishwasher ☒ Pot plants and all garden Ornaments

☐ Other as detailed or attached

TENANCIES

☒ No ☐ Yes

Tenant _____

Managing Agent _____

Commencement of Tenancy _____ End of Tenancy / Date _____

Rental _____ ☐ week ☐ f/night ☐ month ☐ year

☐ Fixed term ☐ Periodic Bond with Tribunal ☐ No ☐ Yes Amount _____

Upon sale Vendor to advise tenants ☐ No ☐ Yes

Sale is to be subject to existing tenancy continuing ☐ No ☐ Yes

KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES (if any)

N/A

ALTERATIONS AND IMPROVEMENTS ERECTED WITHOUT CONSENT ("notified works" if any)

N/A

CGT Withholding (Sale Price is \$2million+) ☐ Applicable ☒ Not Applicable

All Vendors will require a CGT clearance to avoid 10% withholding tax at settlement being paid to Australian Taxation Office (ATO).

☐ Vendor to apply ☐ Vendor's Accountant or Tax Agent to apply

Swimming Pool and Spa Compliance ☒ Not Applicable ☐ Pool on Property ☐ Pool Complies

The Vendor must by law at or before settlement ensure that the swimming pool and spa ("Pool") complies with all Pool safety requirements. For Pools constructed pre June 1993 refer *Development Act 1993* and Ministerial Specification SA 76D and safety barriers. If constructed after 1993 refer to the *Development Act 1993* and Regulations and Australian Standards AS 1926. The Vendor will produce and/or obtain a pool compliance certificate prior to settlement if necessary or required for settlement and so requested by the Purchaser.

If works are required detail the works

GST ISSUES RELATING TO THE PROPERTY

The Vendor advises the Agent that:

The Vendor is or is required to be registered for GST ☒ No ☐ Yes

The Vendor will obtain advice from their accountant regarding GST issues.

The Agent is not advising on GST.

SPECIAL TERMS (if any)

\$10,000 - inc gst

[illegible]

#138 - \$

☒ Not applicable; or
☐ Authorised after Auction
 Approved periodic budget:

☐ Weekly
☐ Fortnightly
☐ Monthly
☐ Per Open Inspection

☐ Authorised at commencement of Agency
☐ Other _____
 Expenditure \$ _____

☐ To end of agency; or ☐ Other _____

Statutory & Council Searches	\$370.00
Form 1 Company	\$
TOTAL	\$370.00

ADMINISTRATION FEE

~~The administration fee as detailed below is payable to recover file costs, administration and office overheads. This is payable in addition to any marketing costs and professional fees and is payable at the end of the Agency or at any settlement.~~

(Inclusive of GST)

AUCTION FEE

The Auction fees are detailed below and the Agent is also authorised to engage an Auctioneer. This is payable in addition to any marketing costs and professional fees and is payable at the end of the Agency or at any settlement and in addition to any fee payable to the Auctioneer.

N/A

(Inclusive of GST)

TERMS OF PAYMENT

Approved marketing budget paid in advance

☒ No

☐ Yes

☐ Cheque

☐ Credit Card

☐ Other

Accounts rendered monthly / fortnightly

☐ Monthly

☐ Fortnightly

☐ Weekly

Payable within 7 days of account date with interest at 10% p annum on all outstanding moneys

Other Details _____

CREDIT CARD PAYMENT FOR EXPENSES

Credit Card Type ☐ VISA ☐ MasterCard

Card Number

Expiry Date _____ / _____ CCV _____

Amount \$ _____

Cardholders Name _____

Signature _____

PRIVACY STATEMENT

The Agent used personal information collected from you to act as your Agent and to perform its 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 media organizations on the internet to potential tenants, or to clients of the Agent both existing and potential as well as tradespersons, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement for the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this Agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

VENDOR

DATED

The Vendor appoints the Agent



19/10/16

Pg Smeeth

☒ Vendor is Owner

☐ Vendor is Attorney for _____

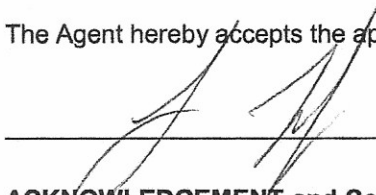
☐ Vendor is Mortgagee
in possession to sell

☐ Vendor is Executor for _____

AGENT

DATED

The Agent hereby accepts the appointment



19/10/16

ACKNOWLEDGEMENT and Consent

The Vendor and Agent each acknowledges and consents to the Vendor and the Agent or their attorneys and representatives signing this form and agreement and any Notices under the Act by electronic and/or digital signatures under the *Electronic Transactions Act (Cth)* and (SA) and delivering this Agreement and any Notices under the Act by email.

The Vendor acknowledges receipt of the following prior to entering into this Agency

☒ Yes* R1 Prescribed Form Rights and Obligations in Agency Form

☐ Yes* R2 Prescribed Form Agents Disclosure of Rebates and Benefits Form (if applicable)

☐ Yes* Agent's report on comparable sales and research as to Price

☒ Yes* General Conditions for Residential Agency Agreement (attached) of The Society of Auctioneers and Appraisers (SA) Incorporated - which are and form terms of this Agreement.

* tick or cross if applicable