

EXCLUSIVE SALE AUTHORITY

PARTICULARS OF APPOINTMENT

Agent Details

Agent: Biggin & Scott Proprietary Limited T/A Biggin & Scott
 Stonnington
Address: 1st Floor, 716-718 High Street, Armadale Victoria 3143
Attention: James Burne
Phone: (03) 9520 9000
Email: jburne@biggin-scott.com.au
ACN: 004 760 829
Mobile: 0434288066

Vendor Details

Vendor: Sharon Fletcher Herbert
Address: 23 Holmwood Avenue, Brighton Victoria 3186
Attention:
Phone:
Email: sharonfletcherherbert@hotmail.com
ABN/ACN: N/A/
Mobile:

Property Details

Property: 203/152 Peel Street, Windsor Victoria 3181
Goods included: As per Contract of Sale
Goods excluded:

Sale Terms

Exclusive authority period: 90 days
 Continuing authority period: 60 days
 The Property is being sold: with vacant possession OR subject to any tenancy
 and upon payment of: full purchase price OR upon terms of payment of full deposit and the sum of:
 The property is being sold as: Private Sale
 Vendor's asking price: To Be Advised payable in 30, 45, 60 days

Agent's Estimate of Selling Price (ESP)

Agent's estimate of selling price (Section 47A of the Estate Agents Act 1980). Note: if a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.

Single amount: OR a range between: \$370,000 and \$400,000
 Revised amount: OR a range between: **\$320,000 and \$350,000**

Agent's Commission (incl GST) Commission has been updated, refer to the revisions page.

An amount equal to 2.82% (including GST) of the Sale Price.

Example

If sold at price of: \$400,000 GST N/A
 Dollar amount of estimated commission: \$11,280
 Including GST of \$1,025.45

11/02/2026 14/04/2026

Marketing expenses (incl GST)

Advertising: \$5,976.00

Other: \$0.00

Total: \$5,976.00

Marketing expenses are payable on:

signing of this Authority

OR

written request

Agent:

Vendor(s) Signature(s):



28/10/2025

James Burne



28/10/2025

Sharon Fletcher Herbert

Date:

Tue 28 Oct 2025

1. Biggin & Scott's Entitlement to Commission

You agree to pay Us the Commission on the terms of this Authority if the Property is sold:

- 1.1 by Biggin & Scott during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by Biggin & Scott during the continuing authority period; or
- 1.3 by Biggin & Scott to a person introduced to the Property before You signed this Authority; or
- 1.4 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by Biggin & Scott within the exclusive authority period and to whom the Property is sold, as a result of the introduction.

The Commission is due and payable by You on the Property being sold or if Biggin & Scott is the effective cause of the sale.

Clauses 1.2, 1.3 and 1.4 will not apply if You incur a liability to pay an agent a Commission under an exclusive agency agreement signed by You with another agent after the expiration of the exclusive authority period.

2. Exclusive Authority Period

If this Authority does not state when the exclusive authority period is to end, the exclusive authority period ends:

- 4.1 in the case of a sale by auction, 30 days after the date of the auction;
- 4.2 in any other case, 60 days after the date this Authority is signed by You or on Your behalf.

3. Continuing Authority Period

3.1 If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and:

- 3.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled by You; and
- 3.1.2 on the day it starts, Biggin & Scott's exclusive authority period ends.

3.2 You may cancel the continuing authority period at any time by written notice to Biggin & Scott.

3.3 Clause 1 continues to apply, if the continuing authority period is cancelled.

4. Your Acknowledgements

You acknowledge:

- 4.1 being informed by Biggin & Scott before signing this Authority the Commission and Marketing Expenses are negotiable;
- 4.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 4.3 Commission is payable in accord with this Authority, if the Property is sold;
- 4.4 at the date of this Authority no other agent holds an exclusive authority for the sale of the Property;
- 4.5 Biggin & Scott has relied on the information provided by You to prepare this Authority and Biggin & Scott will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Biggin & Scott, as provided in this Authority;
- 4.6 being informed by Biggin & Scott before signing this Authority that Biggin & Scott has procedures for resolving complaints and disputes;
- 4.7 receipt of a copy of this Authority at the time of signing this Authority or as soon as practicable either by electronic means or hard copy.
- 4.8 the Marketing Expenses include file administration, editorial request, consultancy, advertisement placement/proofing, internet response and funding of media campaign;
- 4.9 Biggin & Scott may recommend a supplier of goods and services to You as one of its preferred service providers including (but not limited to) marketing services. Biggin & Scott may enter into sponsorship agreements with suppliers pursuant to which the suppliers may provide Biggin & Scott with certain agreed sponsorship benefits from time to time in exchange for Biggin & Scott support and promotion of the supplier's business.

5. Authority to Receive Notices

You authorise Biggin & Scott to receive a cooling off notice given under Section 31 of the Sale of Land Act 1962. This authorisation is effective even if this Authority to act for You formally expires on the sale of the Property.

6. Commission Sharing

You acknowledge that Biggin & Scott is part of a multi office franchise network and as such may share commission with one another Biggin & Scott office in that network or may enter into an arrangement to share commissions with another entity after you sign this authority. You agree to sign a Notice of Commission Sharing and any other documents necessary in order to permit Biggin & Scott to share such commissions, if requested by Biggin & Scott.

7. Rebate

Biggin & Scott will not, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission or other benefit and includes non-monetary benefits. Biggin & Scott is not entitled to retain any rebate and must not charge You an amount for any expense that is more than the cost of those expenses. Biggin & Scott must pay You any rebate Biggin & Scott receives in relation to the sale of Your property. If Biggin & Scott is entitled to a rebate, the rebate Statement Form approved by Director of Consumer Affairs Victoria will be completed at the time of signing this Authority. The form can be downloaded at www.consumer.vic.gov.au

8. Agent May Sign Contract

On Your written request, Biggin & Scott may sign a contract of sale for the Property which contains terms of sale agreed to by You.

9. Right to Commission

You agree with Biggin & Scott that an agreement between You and the Purchaser to bring an enforceable contract of sale for the Property to an end or the ending of an enforceable contract of sale as a result of a default by You or the Purchaser shall not relieve You of the obligation to pay the Commission and Marketing Expenses and any other moneys due and payable by You to Biggin & Scott in connection with the sale of the Property.

10. Signatory Bound

A person signing this Authority for or on behalf of You is personally responsible for the due performance of Your obligations as if that person was You. If required by Biggin & Scott, that person will procure the execution of a guarantee and indemnity in favour of Biggin & Scott by the directors of a vendor that is a corporation or the committee members of a vendor that is an incorporated association, in a form acceptable to Biggin & Scott's legal practitioner.

11. Role as Stakeholder

If while a stakeholder Biggin & Scott are requested to transfer the deposit moneys to Your legal practitioner or conveyancer or to another estate agent acting on behalf of You, You agree Biggin & Scott may retain out of the deposit moneys an amount equal to Biggin & Scott's Commission and/or

Marketing Expenses that Biggin & Scott are then or will become entitled to and any other moneys that Biggin & Scott are or will become entitled to by law in relation to the sale of the Property.

12. Dispute Resolution

Biggin & Scott has procedures for resolving complaints and disputes arising from the operation of Biggin & Scott estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

13. Making a Complaint

Any complaint relating to Commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV), GPO Box 4567, Melbourne, Victoria 3001 or by telephoning 1300 55 8181. 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 Biggin & Scott has taken the amount in dispute, whichever is later.

14. Biggin & Scott's Role

Biggin & Scott will advertise, market and endeavour to sell the Property.

15. Collection and use of personal information

15.1 Biggin & Scott may collect personal information in relation to You and use it in relation to selling the Property. Biggin & Scott may provide it to others with whom Biggin & Scott need to have contact in connection with performing Biggin & Scott's role as estate agent.

15.2 Biggin & Scott may also use Your personal information in connect with:

15.2.1 providing details of the sale of the Property to the REIV and/or realestate.com.au Ltd to enable either or both to collect and/or disseminate details of the sale of real estate;

15.2.2 to enable Biggin & Scott to promote Biggin & Scott's services and seek out potential purchasers;

15.2.3 to respond to enquiries received from Consumer Affairs Victoria and/or the REIV relating to this Authority and/or the sale of the Property.

15.3 You can contact Biggin & Scott during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. Biggin & Scott's contact details are incorporated in the Particulars of Appointment in this Authority.

15.4 If any part of Your personal information is not provided to Biggin & Scott, then Biggin & Scott may not be able to act for You and/or effectively perform Biggin & Scott's role as estate agent.

15.5 Biggin & Scott will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Biggin & Scott. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.bigginandscott.com.au>

GENERAL CONDITIONS

16. Vendor Obligations

16.1 If the Purchaser does not complete the purchase of the Property and forfeits the deposit, You will take all reasonable steps to recover any unpaid deposit from the Purchaser and/or any other person who may be liable for payment of the deposit and to pay the Commission and Marketing Expenses and any other moneys due and payable to Biggin & Scott from the sum of the deposit paid or recovered.

16.2 If You fail to pay Biggin & Scott any moneys due under this Authority within 30 days of receipt of Biggin & Scott's invoice ("the due date for payment"), then if demanded by Biggin & Scott You must pay interest at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 on the unpaid money (or the balance owing from time to time) calculated from the due date for payment to and including the day on which the unpaid money is paid in full.

16.3 If You are a natural person, a corporation or an incorporated association and a person signs on Your behalf, the person signing is responsible for the due performance of Your obligations as if that person was You.

16.4 If You are a corporation or an incorporated association, and Biggin & Scott require You to do so the person signing this Authority will in addition have the directors of the corporation or the committee of the incorporated association sign a guarantee and indemnity in Biggin & Scott's favour in a form acceptable to Biggin & Scott's legal practitioner.

16.5 You irrevocably authorise Biggin & Scott to deduct from any deposit moneys held by Biggin & Scott the Commission, Marketing Expenses and any other money due to Biggin & Scott pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.

16.6 If the Property is sold and no deposit moneys are held by Biggin & Scott, You will pay the Commission, Marketing Expenses and any other money due to Biggin & Scott pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.

16.7 If any deposit moneys are held by Your conveyancer or legal practitioner, You appoint Biggin & Scott as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to Biggin & Scott on demand the Commission, Marketing Expenses and any other money due to Biggin & Scott pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST. You agree to promptly ratify and confirm any exercise of the power of attorney if Biggin & Scott request You to do so.

17. Marketing Expenses

Unless otherwise stated in the Particulars of Appointment, You will pay the maximum amount of Marketing Expenses to Biggin & Scott on the signing of this Authority and in any event the Marketing Expenses will be payable on demand. When this Authority ends, Biggin & Scott will provide You with an itemised list of the Marketing Expenses and any State and Federal taxes expended or payable. Biggin & Scott will provide an itemised list at any other time that may reasonably be required by You.

18. GST

If this Authority requires You to pay or reimburse or contribute to an amount paid or payable by Biggin & Scott in respect of an acquisition from a third party to which Biggin & Scott is entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by Biggin & Scott plus the GST payable in respect of that supply but only if Biggin & Scott's recovery from You is a GST taxable supply.

19. Legal Compliance

This Authority shall be interpreted so that it complies with all applicable laws. If any provision does not comply with any law then it must be read down so as to give it as much effect as possible. You agree to help facilitate Biggin & Scott complying with the law in so far as it relates to the terms of this Authority. You agree to do all things necessary to rectify any part of this Authority that does not comply with any law insofar as it is necessary to give effect to the terms of this Authority including (but not limited to) amending any provision of this Authority that is not compliant with any law or sign a new Authority. If that is not possible You agree to rectify any aspect of this Authority that does not comply with the law.

20. Definitions and Interpretation

In this Authority unless otherwise required by the context or subject matter:

20.1 "Act" means the Estate Agents Act 1980.

- 20.2 "Authority" means this document as signed by You and as may be varied from time to time.
- 20.3 "binding offer " means:
- 20.3.1 an offer at Your Price and on the terms set out in the Particulars of Appointment which would result in an enforceable contract of sale, if signed by You and exchanged with the Purchaser; or
- 20.3.2 an enforceable contract of sale signed by You and the Purchaser at Your Price.
- For the purposes of clause 20.3.1 the offer must be in a contract of sale signed by the Purchaser and "Your Price" has the same meaning in clause 20.19.
- 20.4 "Commission " means the commission specified or calculated at the rate specified in the Particulars of Appointment.
- 20.5 "continuing authority period " means the number of days specified as such in the Particulars of Appointment commencing on expiry of the exclusive authority period.
- 20.6 "deposit moneys " has the same meaning as defined in the Sale of Land Act 1962.
- 20.7 "enforceable contract of sale " means a contract which may be enforced by an order for specific performance and/or upon the breach of which either You or the Purchaser would be entitled to an award of damages.
- 20.8 "exclusive authority period " means the period commencing on the date of this Authority and continuing until the expiry of the number of days specified in the Particulars of Appointment.
- 20.9 "GST " means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- 20.10 "introduced to the Property " means the person was made aware the Property was available to purchase no matter what the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Property by Biggin & Scott if the person became aware the Property was available for purchase as a result of viewing, hearing, or reading an advertisement of any nature published via any medium or any board, placard, sign or other literature referring to the availability of the Property and connected to Biggin & Scott in any way.
- 20.11 "Biggin & Scott " means any member of the Biggin & Scott network of estate agents.
- 20.12 "Marketing Expenses " means the advertising and other expenses of Biggin & Scott as specified in the Particulars of Appointment.
- 20.13 "person " includes a natural person, a corporation and an incorporated association.
- 20.14 "Purchaser " means any person to whom the Property is sold.
- 20.15 "REIV " means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 20.16 "sold " is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 20.17 "security " includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 20.18 "You " means the vendor named in the Particulars of Appointment.
- 20.19 "Your Price " means a price equal to or greater than Your Price stated in the Particulars of Appointment.
- 20.20 A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 20.21 If You or Biggin & Scott comprise more than one person, the respective obligations are joint and separate.

I/We the vendor(s) WILL NOT consider offers:

As the property is to be auctioned, I/we will not consider any offers.

OR

I/We the vendor(s) WILL consider offers:

On a written Contract of Sale signed by the purchaser(s) and where the Vendor Statement is signed by the Vendor(s)

As an unconditional sale

A deposit* of % provided at the time the Contract of Sale was signed

Settlement within

**In cash or by cheque drawn on an authorised deposit taking institution.*

I/We understand that if I/we reject an offer (as detailed above) on the basis that the price is too low in accordance with the legislation, the Agent must update / revise the price representation for the property.

I/We understand that if the property is sold, the result may be used for the purpose of preparing a Statement of Information and appraisal reports used in the selling of Residential property. Agents have a legal obligation to include the three most comparable sale properties when preparing this document and as such the sold result would be included if this were the case. The result will not be used in any promotional material.

Agent Signature

Vendor(s) signature(s)





28/10/2025

28/10/2025

James Burne

Sharon Fletcher Herbert

Revisions - 203/152 Peel Street, Windsor Victoria 3181

Revised: 11 Feb 26

The Estimate of Selling Price contained within the authority has ceased to be reasonable

Reason: Current market interest

Previous Estimate of Selling Price was: Range between \$370,000 and \$400,000

The revised Estimate of Selling Price is: Range between \$320,000 and \$350,000

Revised: 11 Feb 26

Agent's Commission:

An amount equal to 2.82% (including GST) of the Sale Price.

Example

If sold at price of: \$350,000 GST N/A

Dollar amount of estimated commission: \$9,870

Including GST of \$897.27

A handwritten signature in black ink, appearing to be 'JR' followed by a flourish.

11/02/2026 14/04/2026