

# Exclusive Auction Authority



Member of REIV.

## PARTICULARS OF APPOINTMENT

### AGENT DETAILS

**Agent:** Whitehorse Eastern Group Sales Pty Ltd T/A Jellis Craig Whitehorse  
**ABN:** 26 634 781 589  
**Address:** 560 Mitcham Rd, Mitcham Victoria 3132  
**ACN:** 634 781 589  
**Attention:** Sam Macaluso  
**Phone:** (03) 9908 5700  
**Mobile:**  
**Email:** sammacaluso@jellisicraig.com.au  
**Agent:** Whitehorse Eastern Group Sales Pty Ltd T/A Jellis Craig Whitehorse  
**ABN:** 26 634 781 589  
**Address:** 166 Whitehorse Road, Blackburn Victoria 3130  
**ACN:** 634 781 589  
**Attention:** Samantha Pascoe  
**Phone:** (03) 9908 5700  
**Mobile:**  
**Email:** samanthapascoe@jellisicraig.com.au

### VENDOR DETAILS

**Vendor:** Rachel Therese Van Ketwich  
**ACN:**  
**Address:** 10 Cambara Court, Vermont South Victoria 3133  
**ABN:** N/A  
**Attention:**  
**Phone:**  
**Mobile:** 0408996778  
**Email:** rvanketwich@gmail.com

### PROPERTY DETAILS

**Property:** 10 Cambara Court, Vermont South Victoria 3133  
**Goods included:** All fixed floor coverings, electric light fittings, window furnishings, fixtures and fittings of a permanent nature  
**Goods excluded:**

### AUCTION TERMS

Exclusive authority period until: 60 days after the auction  
Continuing authority period: 60 days from the end of the exclusive authority period  
Auction date: Sat 10 May 2025  
Time of auction: 11:00 AM  
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  
Vendor's reserve price: To Be Advised payable in 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: \$900,000 and \$990,000  
Revised amount: OR a range between: and

### AGENT'S COMMISSION (INCL GST)

An amount equal to 1.21% (including GST) of the Sale Price.

#### Example

If sold at price of: \$990,000 GST N/A

Dollar amount of estimated commission: \$11,979

Including GST of \$1,089.00

### MARKETING EXPENSES (INC. GST)

Advertising: \$7,011.00 Other: \$0.00 Total: \$7,011.00  
Marketing expenses are payable on: Through pay now or pay later arrangement.

Agent:



02/04/2025

Sam Macaluso



02/04/2025

Samantha Pascoe

Date: Wed 2 Apr 2025

vendor(s) Signature(s):



02/04/2025

Rachel Therese Van Ketwich

# Proposed Schedule of Advertising



**Property** 10 Cambara Court, Vermont South Victoria 3133  
**Vendor** Rachel Therese Van Ketwich  
**Auction**

---

**Total (all prices are inclusive of GST)**

**\$7,011.00**

---

Our media/promotional suppliers are required to give 30 days' notice of a price change. We reserve the right to pass on any cost increases incurred during the campaign.

I/we, the vendors, pursuant to an authority dated Wed 2 Apr 2025 hereby authorise Jellis Craig to expend the total amount outlined in this schedule, on advertising and related expenses.

**Vendor(s) Signature(s):**

A rectangular box containing a handwritten signature in black ink. The signature appears to be "R. Van Ketwich".

02/04/2025

Rachel Therese Van Ketwich

# Terms of Appointment

10 Cambara Court, Vermont South Victoria 3133



## 1. JELLIS CRAIG'S ENTITLEMENT TO COMMISSION

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

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

You may refuse a binding offer made between the date of this Authority and the date of the auction without incurring any liability to pay Commission.

## 3. MORTGAGEE AUCTION

If You are disposing of the Property under the terms of a security and the auction is cancelled:

- 3.1 within 14 days from the date of this Authority, You will pay Jellis Craig the total Marketing Expenses and one-quarter of the Commission payable on:
  - 3.1.1 Your reserve price set out in the Particulars of Appointment or otherwise advised by You; or
  - 3.1.2 the amount owing under the security;

whichever is the higher sum; or

- 3.2 after 14 days from the date of this Authority and on or before the auction Date, You will pay the total of the Marketing Expenses and 3 times the Commission calculated in the manner set out in preceding provisions of this clause.

## 4. 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; or
- 4.2 in any other case including:
  - 4.2.1 if no Auction Date is recorded on the Authority and no auction has been conducted by Jellis Craig within 60 days of the date this Authority was signed by You; or
  - 4.2.2 an Auction Date is recorded on the Authority but the auction did not take place on that date and no auction has been conducted by Jellis Craig within 60 days of the date this Authority was signed by You.

60 days after the date this Authority is signed by You or on Your behalf.

## 5. CONTINUING AUTHORITY PERIOD

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

- 5.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled by You; and
  - 5.1.2 on the day it starts, Jellis Craig's exclusive authority period ends.

- 5.2 You may cancel the continuing authority period at any time by written notice to Jellis Craig.

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

## 6. YOUR ACKNOWLEDGEMENTS

You acknowledge:

- 6.1 being informed by Jellis Craig before signing this Authority that the terms of this Authority the Commission and Marketing Expenses are negotiable, and you acknowledge this Authority is not a standard form contract for the purposes of the Australian Consumer Law.
- 6.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 6.3 Commission is payable in accordance with this Authority, if the Property is sold;
- 6.4 at the date of this Authority no other agent holds an exclusive authority for the sale of the Property;
- 6.5 dummy bidding is illegal;
- 6.6 it is illegal for Jellis Craig to accept bids/offers after the Property has been knocked down to the successful bidder;
- 6.7 Jellis Craig has relied on the information provided by You to prepare this Authority and Jellis Craig will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Jellis Craig, as provided in this Authority;
- 6.8 being informed by Jellis Craig before signing this Authority that Jellis Craig have procedures for resolving complaints and disputes;
- 6.9 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.
- 6.10 to make images, plans and other information of the Property available to Jellis Craig and third parties royalty free perpetual licence to use, reproduce and edit all such information in any form required by Jellis Craig and such third parties including any necessary sub licence to any such third party;
- 6.11 the Marketing Expenses include file administration, editorial request, consultancy, advertisement placement/proofing, internet response and

funding of media campaign;

**6.12** if you use the services of Campaign Agent

**6.12.1** principal, fees, charges and/or interest may become payable to Campaign Agent as per Your separate agreement with Campaign Agent (as varied by Campaign Agent from time to time) which does not form part of this Authority;

**6.12.2** principal, fees, charges and/or interest made by Campaign Agent are not negotiable with Jellis Craig;

**6.12.3** Jellis Craig is authorised to provide a copy of this Authority and any other related documents, particulars and information to Campaign Agent to assist it in providing services to You;

**6.12.4** Jellis Craig is authorised to pay Campaign Agent any principal, fees, charges and/or interest as notified by Campaign Agent from time to time on Your behalf by deduction from any deposit or other moneys received and held on Your behalf.

**6.13** Jellis Craig hereby discloses and You acknowledge that one or more of Jellis Craig's shareholders and/or unitholders, directors, other officers and/or employees directly or indirectly hold (and are the beneficial owners of) shares and/or units in, and/or are directors, other officers and/or employees of one or more of:

**6.13.1** certain contractors and/or suppliers that You or Jellis Craig may engage to provide goods or services in relation to the Property; and/or

**6.13.2** JCD Marketing Pty Ltd, JAG Marketing Pty Ltd and De Niro Pty Ltd. Jellis Craig engages these entities to provide or co-ordinate/procure advertising (including internet and print advertising), photography and copyrighting services in relation to properties, and may arrange for one or more of these entities to provide such services in relation to the Property. Jellis Craig will pass on to You the charges in relation to the Property, which will include processing, administration and other fees. The Marketing expenses in the Particulars of Appointment include the estimated cost of any such expense. If Jellis Craig engages any of the above entities to provide services in relation to the Property they will appear on the tax invoice provided to You by Jellis Craig; and

**6.14** If the Property is "residential property" as defined in the Estate Agents Act 1980, Jellis Craig may be required by law to disclose details relating to the Property, including the sale price and date of sale, and also acknowledges this requirement cannot be altered by an agreement, arrangement or understanding between Jellis Craig and You or between Jellis Craig or You and any other person.

## 7. REBATE

Jellis Craig will not be, or is not likely to be, entitled to any rebates in respect of any outgoings, any prepayments made by You in respect of any intended expenditure by Jellis Craig on Your behalf or any payments made by You to another person in respect of the work. A rebate includes any discount, commission, or other benefit and includes non-monetary benefits. Jellis Craig 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. If Jellis Craig is entitled to a rebate, the Rebate Statement Form approved by the Director of Consumer Affairs Victoria will be completed at the time of signing of this Authority. The form can be downloaded at [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au).

## 8. AUTHORITY TO JELLIS CRAIG

You authorise Jellis Craig to do any or all of the following:

**8.1** sign a contract of sale which contains terms of sale agreed by You and a price at, or above, Your Reserve Price as advised to Jellis Craig if, when the auctioneer sells the Property at auction or Jellis Craig negotiates the sale of the Property, following it being passed-in at auction, on terms and at a price agreed to by You and You are unavailable to sign the contract;

**8.2** Instruct Your Australian Legal practitioner or conveyancer to prepare a Sale of Land Act section 32 statement and a contract of sale, agree the content of either document and advise and agree other amendments or additions to either document as may be desired or required at any time;

**8.3** fill a standard form contract or contract to record the sale of the property as permitted by the Estate Agents Act 1980 (the contract) or under any amending or superseding legislation;

**8.4** negotiate and, with Your prior approval, agree and record - or have Your Australian Legal Practitioner or conveyancer record - the final terms and conditions of, and then obtain the signatures of You and the Purchaser to, the contract;

**8.5** Receive the purchase price, or any part of it, payable for the property;

**8.6** receive a cooling-off notice given by a Purchaser under Section 31 of the Sale of Land Act 1962 or any amending or superseding legislation, advice or a notice about a loan sought by a Purchaser, advice or a notice about a pest inspection report and/or a building condition report, even if this Authority to act for You formally expires on the sale of the Property; or

**8.7** make public the sale price paid for, and other details of, the Property without disclosing Your name or the Purchaser, in the interest of maintaining an informed property market. This authorisation is effective notwithstanding a condition in the contract of sale for the Property to which Jellis Craig is not a party, purporting to restrict the availability of information about the sale of the Property and even if this Authority to act for You formally expires on the sale of the Property.

## 9. COMMISSION SHARING

You acknowledge that Jellis Craig may enter into an arrangement to share commissions with another entity. At the time of signing this Authority. You agree to sign the Notice of Commission Sharing (which is attached to this Authority) and any other documents necessary in order to permit Jellis Craig to share such commissions, if requested by Jellis Craig.

## 10. SECURITY FOR COMMISSION AND OTHER EXPENSES

You charge the Property in favour of Jellis Craig to secure the payment of any amounts payable or which may become due and payable by You to Jellis Craig in connection with this Authority in each case whether present or future or contingent. The moneys secured by the charge include (but not limited to) Commission and Marketing Expenses and any marketing fee. You irrevocably authorise Jellis Craig to lodge a caveat over the title of the Property to secure this charge.

## 11. 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 Jellis Craig, that person will procure the execution of a guarantee and indemnity in favour of Jellis Craig 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 Jellis Craig's legal practitioner.

## 12. RIGHT TO COMMISSION

You agree with Jellis Craig 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 Jellis Craig in connection with the sale of the Property.

## 13. ROLE AS STAKEHOLDER

If while a stakeholder Jellis Craig 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 Jellis Craig may retain out of the deposit moneys an amount equal to Jellis Craig's Commission and/or Marketing Expenses that Jellis Craig are then or will become entitled to and any other moneys that Jellis Craig are or will become entitled to by law in relation to the sale of the Property.

## 14. DISPUTE RESOLUTION

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

## 15. 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 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 You receiving an account for, or notice that Jellis Craig has taken the amount in dispute, whichever is later.

## 16. JELLIS CRAIG'S ROLE

Jellis Craig will advertise, market and endeavour to sell the Property, and will, unless the Property is sold beforehand, conduct a public auction.

## 17. COLLECTION AND USE OF PERSONAL INFORMATION

**17.1** Jellis Craig may collect personal information in relation to You and use it in relation to selling the Property. Jellis Craig may provide it to others with whom Jellis Craig need to have contact in connection with performing Jellis Craig's role as estate agent.

**17.2** Jellis Craig may also use Your personal information in connection with:

**17.2.1** 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;

**17.2.2** to enable Jellis Craig to promote Jellis Craig's services and seek out potential purchasers;

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

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

**17.4** If any part of Your personal information is not provided to Jellis Craig, then Jellis Craig may not be able to act for You and/or effectively perform Jellis Craig's role as estate agent.

**17.5** Jellis Craig will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Jellis Craig. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.jellisrcraig.com.au/about-us/important-info#privacy-policy>.

**17.6** You consent to Your personal information being collected, used and disclosed in the manner set out in this clause.

# General Conditions

## 18. VENDOR OBLIGATIONS

**18.1** 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 Jellis Craig from the sum of the deposit paid or recovered.

**18.2** If You fail to pay Jellis Craig any moneys due under this Authority within 30 days of receipt of Jellis Craig's invoice ("the due date for payment"), then if demanded by Jellis Craig 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.

**18.3** 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.

**18.4** If You are a corporation or an incorporated association, and Jellis Craig 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 Jellis Craig's favour in a form acceptable to Jellis Craig's legal practitioner.

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

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

**18.7** If any deposit moneys are held by Your conveyancer or legal practitioner, You appoint Jellis Craig as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to Jellis Craig on demand the Commission, Marketing Expenses and any other money due to

Jellis Craig 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 Jellis Craig request You to do so.

**18.8** You warrant that, in appointing us to sell the Property (and any Goods noted in the Particulars of Appointment), You have valid and proper title to the Property (and any Goods) and/or that You are properly authorised to deal in the Property (and any Goods), including being authorised to provide Us with instructions to sell the Property (and any Goods).

**18.9** You indemnify and hold harmless Jellis Craig (and each of its individual licensed estate agents acting for and on behalf of Jellis Craig) (collectively referred to in this clause as Jellis Craig) against any loss (including any legal costs and expenses) or any liability incurred or suffered by Jellis Craig arising from any claim, complaint, demand or proceeding made against Jellis Craig where such loss or liability was caused or contributed to by any actual or alleged wrongful act, error or omission of You or anyone engaged by You.

## 19. MARKETING EXPENSES

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

## 20. GST

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

## 21. 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 Jellis Craig 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.

## 22. DEFINITIONS AND INTERPRETATION

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

**22.1** "Act" means the Estate Agents Act 1980.

**22.2** "Auction Date" means:

**22.2.1** the auction date set out in the Particulars of Appointment, if the auction took place on that date; or

**22.2.2** if the auction did not take place on the auction date set out in the Particulars of Appointment or no date is indicated as the auction date in the Particulars of Appointment, but the auction took place within 60 days of the date the authority was signed by You, the date the auction took place.

Note: clause 4 provides that if none of the above conditions are satisfied, the exclusive authority period ends 60 days after the date the Authority was signed by You.

**22.3** "Authority" means this document as signed by You and as may be varied from time to time.

**22.4** "amount owing under the security" means principal, interest, costs, and expenses payable by the legal or equitable owner of the Property under the terms of the security pursuant to which You are disposing of the Property.

**22.5** "binding offer" means:

**22.5.1** 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

**22.5.2** an enforceable contract of sale signed by You and the Purchaser at Your Reserve Price. For the purposes of clause 19.4.1 the offer must be in a contract of sale signed by the Purchaser and "Your Reserve Price" has the same meaning in clause 23.20.

**22.6** "Commission" means the commission specified or calculated at the rate specified in the Particulars of Appointment

**22.7** "continuing authority period" means the number of days specified as such in the Particulars of Appointment commencing on expiry of the exclusive authority period.

**22.8** "deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.

**22.9** "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.

**22.10** "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.

**22.11** "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.

**22.12** "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 Jellis Craig 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 Jellis Craig in any way.

**22.13** "Jellis Craig" means any member of the Jellis Craig network of estate agents.

**22.14** "Marketing Expenses" means the advertising and other expenses of Jellis Craig specified in the Particulars of Appointment.

**22.15** "person" includes a natural person, a corporation and an incorporated association.

**22.16** "Purchaser" means any person to whom the Property is sold.

**22.17** "REIV" means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).

**22.18** "sold" is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.

**22.19** "security" includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.

**22.20** You" means the vendor named in the Particulars of Appointment.

**22.21** "Your Reserve Price" means a price equal to or greater than Your Reserve Price stated in the Particulars of Appointment.

**22.22** A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.

**22.23** If You or Jellis Craig comprise more than one person, the respective obligations are joint and several

**Disclaimer:** *This Authority has been prepared by Thomson Geer Lawyers for Jellis Craig. Document Version 25022025*



# Considerations of Offers

## 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 10.00 % provided at the time the Contract of Sale was signed


☒ Settlement within 60 days

*\*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



02/04/2025

Sam Macaluso

### Vendor(s) signature(s)



02/04/2025

Rachel Therese Van Ketwisch



02/04/2025

Samantha Pascoe

# Notice of Commission Sharing

Notice of commission sharing form approved by the Director in accordance with Section 48 of the Estate Agents Act 1980.

## Important information for vendors/landlord(s)

If the agent has agreed to share the commission that will be payable for selling, leasing or managing your property, before getting your signature to engage or appoint them, they must give you this commission sharing statement. This statement shows details of all other people who will share in the commission.

The Agent's commission will be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with the agent.)

In accordance with Section 48 of the Estate Agents Act 1980, the agent states that the commission the agent is entitled to under the terms of this Authority will be shared with other people as follows:

Name and address of person with whom commission is to be shared	Description of such person
Jellis Craig Corporation Pty Ltd T/A Jellis Craig ACN: 144 828 062 ABN: 51 099 869 512 Address: Building B, Level 4, 459 Church Street, Richmond 3121	Franchisor of the Jellis Craig group
Jellis Craig Armadale: Jellis Craig Bennison Mackinnon Pty Ltd ATF Jellis Craig Bennison Mackinnon Unit Trust T/A, Jellis Craig (Armadale), Jellis Craig Stonnington, Jellis Craig Richmond, Jellis Craig Richmond and Surrounds ACN: 111 906 408 ABN: 75 472 507 614 Address: 1215 High St, Armadale VIC 3143	Entity within the Jellis Craig franchise group
JC Project Sales Pty Ltd ACN: 664 496 888 ABN: 25 664 496 888 Address: 1215 High St, Armadale VIC 3143	Entity within the Jellis Craig franchise group
Jellis Craig Ballarat: Jellis Craig Ballarat Pty Ltd T/A Jellis Craig Ballarat ACN: 104 795 726 ABN: 33 104 795 726 Address: 1211 Sturt Street, Ballarat VIC 3350	Entity within the Jellis Craig franchise group
Jellis Craig Balwyn: Jellis Craig and Company Pty Ltd T/A Jellis Craig Boroondara ACN: 054 440 827 Address: 244A Whitehorse Rd, Balwyn VIC 3103	Entity within the Jellis Craig franchise group
Jellis Craig Barwon Heads: J.C BH (Vic) Pty Ltd ACN: 665 020 744 ATF J.C BH Sales Unit Trust T/A Jellis Craig Barwon Heads ABN: 89 498 592 609 Address: Shop 2/68 Hitchcock Ave, Barwon Heads VIC 3227	Entity within the Jellis Craig franchise group
Jellis Craig Bentleigh: Jellis Craig Bayside and Glen Eira Pty Ltd ATF Jellis Craig Bayside and Glen Eira Unit Trust T/A Jellis Craig Bentleigh, Jellis Craig Brighton, Jellis Craig Carnegie ACN: 088 302 916 Address: Level 1, 277/279 Centre Rd, Bentleigh VIC 3204	Entity within the Jellis Craig franchise group
Jellis Craig Brighton: Jellis Craig Bayside and Glen Eira Pty Ltd ATF Jellis Craig Bayside and Glen Eira Unit Trust T/A Jellis Craig Brighton, Jellis Craig Bentleigh, Jellis Craig Carnegie ACN: 088 302 916 Address: 307 Bay Street, Brighton VIC 3186	Entity within the Jellis Craig franchise group
Jellis Craig Brunswick: Jellis Craig Brunswick Pty Ltd T/A Jellis Craig Brunswick ACN: 650 515 138 Address: 179 Sydney Rd, Brunswick VIC 3056	Entity within the Jellis Craig franchise group
Jellis Craig Carnegie: Jellis Craig Bayside and Glen Eira Pty Ltd ATF Jellis Craig Bayside and Glen Eira Unit Trust T/A Jellis Craig Carnegie, Jellis Craig Bentleigh, Jellis Craig Brighton ACN: 088 302 916 Address: 6/14-22 Woorayl Street, Carnegie, VIC, 3163	Entity within the Jellis Craig franchise group
Jellis Craig Castlemaine: Jellis Craig Macedon Ranges Pty Ltd T/A Jellis Craig Castlemaine, Jellis Craig Woodend ACN: 162 808 335 Address: 164 Barker Street, Castlemaine VIC 3450	Entity within the Jellis Craig franchise group
Jellis Craig Chelsea: Jellis Craig Kingston Pty Ltd T/A Jellis Craig Chelsea, Jellis Craig Mentone ACN: 669 398 261 Address: 404 Nepean Highway, Chelsea VIC 3196	Entity within the Jellis Craig franchise group
Jellis Craig Croydon: MRES Pty Ltd T/A Jellis Craig Croydon, Jellis Craig Doncaster, Jellis Craig Lilydale, Jellis Craig Mooroolbark, Jellis Craig Ringwood ACN: 150 692 238 Address: 2 Croydon Road, Croydon VIC 3136	Entity within the Jellis Craig franchise group
Jellis Craig Daylesford: Jellis Craig (Macedon Ranges) Pty Ltd T/A Jellis Craig Daylesford, Jellis Craig Woodend, Jellis Craig Castlemaine ACN: 162 808 335 Address: 5 Howe Street, Daylesford Vic 3460	Entity within the Jellis Craig franchise group
Jellis Craig Doncaster: MRES Pty Ltd T/A Jellis Craig Croydon, Jellis Craig Doncaster, Jellis Craig Lilydale, Jellis Craig Mooroolbark, Jellis Craig Ringwood ACN: 150 692 238 Address: 1/1006 Doncaster Rd, Doncaster East VIC 3109	Entity within the Jellis Craig franchise group
Jellis Craig Eltham: Reskey Pty Ltd T/A Jellis Craig Eltham ACN: 097 241 855 Address: 1022 Main Road, Eltham VIC 3095	Entity within the Jellis Craig franchise group
Jellis Craig Fitzroy: Jellis Craig North Side (Sales) Pty Ltd T/A Jellis Craig Fitzroy, Jellis Craig Northcote, Jellis Craig Reservoir ACN: 612 392 453 Address: 189 Johnston St, Fitzroy VIC	Entity within the Jellis Craig

3056	franchise group
Jellis Craig Geelong: Jellis Craig Geelong Group Pty Ltd T/A Jellis Craig Geelong ACN: 677 309 269 Address: 205 Pakington Street, Geelong West VIC 3218	Entity within the Jellis Craig franchise group
Jellis Craig Glen Iris: Jellis Craig and Company Pty Ltd T/A Jellis Craig Boroondara ACN: 054 440 827 Address: 45 High St, Glen Iris VIC 3146	Entity within the Jellis Craig franchise group
Jellis Craig Greensborough: Diamond Valley Estate Agents Pty Ltd T/A Jellis Craig Greensborough ACN: 609 934 483 Address: Shop 4/94 Grimshaw Street, Greensborough VIC 3088	Entity within the Jellis Craig franchise group
Jellis Craig Hawthorn: Jellis Craig and Company Pty Ltd T/A Jellis Craig Boroondara ACN: 054 440 827 Address: 248 Burwood Rd, Hawthorn VIC 3122	Entity within the Jellis Craig franchise group
Jellis Craig Ivanhoe: Boss Partners Estate Agents Pty Ltd ATF Jaaron Unit trust T/A Jellis Craig Ivanhoe and Jellis Craig Rosanna ACN: 057 852 990 Address: 153 - 157 Upper Heidelberg Road, Ivanhoe VIC 3079	Entity within the Jellis Craig franchise group
Jellis Craig Kensington: Jellis Craig Inner North West Pty Ltd ATF Jellis Craig Kensington Sales Unit Trust T/A Jellis Craig Kensington ACN: 612 175 363 Address: 291 Racecourse Rd, Flemington VIC 3031	Entity within the Jellis Craig franchise group
Jellis Craig Lilydale: MRES Pty Ltd T/A Jellis Craig Croydon, Jellis Craig Doncaster, Jellis Craig Lilydale, Jellis Craig Mooroolbark, Jellis Craig Ringwood ACN: 150 692 238 Address: 111-113 Main Street, Lilydale, VIC, 3140	Entity within the Jellis Craig franchise group
Jellis Craig Mentone: Jellis Craig Kingston Pty Ltd T/A Jellis Craig Chelsea, Jellis Craig Mentone ACN: 669 398 261 Address: 99a Balcombe Road, Mentone Vic 3194	Entity within the Jellis Craig franchise group
Jellis Craig Monash: J C Monash Pty Ltd ATF J C Mt. Waverley Sales Unit Trust T/A Jellis Craig Monash ACN: 609 290 128 Address: 280 Stephenson's Rd, Mount Waverley VIC 3149	Entity within the Jellis Craig franchise group
Jellis Craig Moonee Valley: Jellis Craig Inner North West Pty Ltd ATF Jellis Craig Kensington Sales Unit Trust T/A Jellis Craig Moonee Valley ACN: 612 175 363 Address: 1070 Mt Alexander Rd, Essendon VIC 3040	Entity within the Jellis Craig franchise group
Jellis Craig Mooroolbark: MRES Pty Ltd T/A Jellis Craig Croydon, Jellis Craig Doncaster, Jellis Craig Lilydale, Jellis Craig Mooroolbark, Jellis Craig Ringwood, ACN: 150 692 238 Address 46/52 Brice Avenue, Mooroolbark, VIC, 3138	Entity within the Jellis Craig franchise group
Jellis Craig Mount Martha: Jellis Craig MMM Pty Ltd ATF Jellis Craig MMM Unit Trust T/A Jellis Craig Mount Martha ACN: 646 590 954 Address: 4/42 Lochiel Avenue, Mount Martha VIC 3934	Entity within the Jellis Craig franchise group
Jellis Craig Northcote: Jellis Craig North Side (Sales) Pty Ltd T/A Jellis Craig Fitzroy, Jellis Craig Northcote, Jellis Craig Reservoir ACN: 612 392 453 Address: 427-431 High St, Northcote VIC 3070	Entity within the Jellis Craig franchise group
Jellis Craig Pascoe Vale: Jellis Craig Pascoe Vale Pty Ltd ACN: 666 060 171 Address: 84 Cumberland Road, Pascoe Vale VIC 3044	Entity within the Jellis Craig franchise group
Jellis Craig Port Phillip: Jellis Craig Port Phillip Pty Ltd T/A Jellis Craig Port Phillip ACN: 162 121 502 Address: 332 Montague Street, Albert Park VIC 3206	Entity within the Jellis Craig franchise group
Jellis Craig Reservoir: Jellis Craig North Side (Sales) Pty Ltd T/A Jellis Craig Fitzroy, Jellis Craig Northcote, Jellis Craig Reservoir ACN: 612 392 453 Address: 982-984 High Street, Reservoir Vic 3073	Entity within the Jellis Craig franchise group
Jellis Craig Richmond: Jellis Craig Bennison Mackinnon Pty Ltd ATF Jellis Craig Bennison Mackinnon Unit Trust T/A Jellis Craig Richmond, Jellis Craig Richmond & Surrounds, Jellis Craig (Armada), Jellis Craig Stonnington ACN: 111 906 408 Address: 57-59 Bridge Rd, Richmond VIC 3121	Entity within the Jellis Craig franchise group
Jellis Craig Ringwood: MRES Pty Ltd T/A Jellis Craig Croydon, Jellis Craig Doncaster, Jellis Craig Lilydale, Jellis Craig Mooroolbark, Jellis Craig Ringwood ACN: 150 692 238 Address: 90 Maroondah Highway, Ringwood VIC 3134	Entity within the Jellis Craig franchise group
Jellis Craig Rosanna: Boss Partners Estate Agents Pty Ltd ATF Jaaron Unit Trust T/A Jellis Craig Rosanna and Jellis Craig Ivanhoe ACN: 057 852 990 Address: 131 Lower Plenty Road, Rosanna VIC 3084	Entity within the Jellis Craig franchise group
Jellis Craig Rye: Jellis Craig Bennison Mackinnon (Sorrento) Pty Ltd T/A Jellis Craig Rye ACN: 131 890 107 Address: 2273 Point Nepean Road, Rye VIC 3941	Entity within the Jellis Craig franchise group
Jellis Craig Sorrento: Jellis Craig Bennison Mackinnon (Sorrento) Pty Ltd T/A Jellis Craig Sorrento ACN: 131 890 107 Address: 149 Ocean Beach Rd, Sorrento VIC 3943	Entity within the Jellis Craig franchise group
Jellis Craig Whitehorse: Whitehorse Eastern Group Sales Pty Ltd T/A Jellis Craig Whitehorse ACN: 634 781 589 Address: G01-G04/166 Whitehorse Road, Blackburn VIC 3130	Entity within the Jellis Craig franchise group
Jellis Craig Williamstown: Jellis Craig Hobsons Bay Pty Ltd T/A Jellis Craig Inner West ACN: 670 205 580 Address: 84 Ferguson Street, Williamstown Victoria 3016	Entity within the Jellis Craig franchise group
Jellis Craig Woodend: Jellis Craig (Macedon Ranges) Pty Ltd T/A Jellis Craig Woodend, Jellis	Entity within the Jellis Craig

Signature of Agent:



02/04/2025

Sam Macaluso

Signature of Vendor(s):



02/04/2025

Rachel Therese Van Ketwich



02/04/2025

Samantha Pascoe

CAV 80 (02/16)

[consumer.vic.gov.au/estateagents](http://consumer.vic.gov.au/estateagents)



# Marketing Attachment 1



Address 10 Cambara Court, Vermont South

## Digital Marketing

### Web Portals

www.realestate.com.au – Premiere Listing, Interactive E-Brochures

\$4,694.00

www.jellisraig.com.au | www.acproperty.com | www.realestateview.com.au | www.domain.com.au

### Social Media

Included

## Suppliers

### Photography

8 Day images

\$310.00

### Landbox

Landbox

\$44.00

### Floorplan

Floorplan & Siteplan (coloured & black & white)

\$190.00

### Copywriting

Professional copywriting tailored for internet, brochures, signboard and print media

\$200.00

## Signboard & Brochures

### Signboard

Prestige 4x6 Photo Board

\$539.00

### Digital & Print Brochure Combination

2-page A4 brochures x 50 plus digital brochure

\$215.00

## Print Media

### Jellis Craig Weekly Magazine

Published for the life of the campaign until sold

\$169.00

## Essentials

Processing, Marketing & Production Fee

\$350.00

Auctioneer Fee [TBA]

\$300.00

**TOTAL\*** (all prices inclusive of GST)

**PAY LATER (+6.9% Campaign Agent Fee)**

**PAY NOW**

**\$7,011.00**

**\$7,494.76**

We acknowledge that the above schedule is prepared as guide only. Whilst we understand that the agency will make every effort to comply with the schedule, we realise that there may be unavoidable changes in sizes or appearance of dates of advertisements that rates quoted may be subject to increase without notice, that any errors made by the media are not the agent's responsibility and that due to advertising lead times, any cancellation of advertising may require up to 10 days' notice. We agree to reimburse Jellis Craig Whitehorse upon account for the advertising expenditure. The vendor further acknowledges being given a copy of this authorisation. I/we understand that this is a legally binding contract.

Vendor Name/s:

Signature/s:

Date:

Agent Signature

Vendor(s) signature(s)

02/04/2025

Sam Macaluso

02/04/2025

Rachel Therese Van Ketwisch

02/04/2025

Samantha Pascoe