

Buyer Agency Agreement Schedule



1. PURCHASER 1: Primary contact: <input type="checkbox"/>	
Legal Entity/ Full Name(s): <input style="width: 90%;" type="text"/>	
Telephone: W: <input style="width: 40%;" type="text"/>	M: <input style="width: 40%;" type="text"/>
ABN (if applicable): <input style="width: 30%;" type="text"/> Email: <input style="width: 60%;" type="text"/>	
PURCHASER 2: Primary contact: <input type="checkbox"/>	
Legal Entity/ Full Name(s): <input style="width: 90%;" type="text"/>	
Telephone: W: <input style="width: 40%;" type="text"/>	M: <input style="width: 40%;" type="text"/>
ABN (if applicable): <input style="width: 30%;" type="text"/> Email: <input style="width: 60%;" type="text"/>	
Are there additional purchasers? <input type="checkbox"/> Yes If yes, refer to Annexure - Additional Purchasers	
PURCHASER PRIMARY CONTACT ADDRESS	
Street 1: <input style="width: 90%;" type="text"/>	
Street 2: <input style="width: 90%;" type="text"/>	
Suburb: <input style="width: 45%;" type="text"/>	State: <input style="width: 15%;" type="text"/> Postcode: <input style="width: 20%;" type="text"/>
<input type="checkbox"/> The Purchaser consents to the Agent serving the Vendor's Statement (Form 1) to the Purchaser using the email address supplied or any other email advised by the Purchaser in writing for the purpose of serving the Vendor's Statement.	
2. AGENT: Company Name/Legal Entity: <input style="width: 90%;" type="text"/>	
Company Representative: <input style="width: 90%;" type="text"/>	
Street: <input style="width: 90%;" type="text"/>	
<input style="width: 90%;" type="text"/>	
Suburb: <input style="width: 45%;" type="text"/>	State: <input style="width: 15%;" type="text"/> Postcode: <input style="width: 20%;" type="text"/>
ABN/ACN (if applicable): <input style="width: 30%;" type="text"/>	RLA No: <input style="width: 60%;" type="text"/>
Telephone: W: <input style="width: 40%;" type="text"/>	M: <input style="width: 40%;" type="text"/>
Email: <input style="width: 90%;" type="text"/>	
3. Term	
Commencement Date: <input style="width: 10%;" type="text"/> / <input style="width: 10%;" type="text"/> / <input style="width: 10%;" type="text"/>	
Expiry Date: <input style="width: 10%;" type="text"/> / <input style="width: 10%;" type="text"/> / <input style="width: 10%;" type="text"/> (inclusive), or	
Expires <input style="width: 10%;" type="text"/> days from the Commencement Date.	
4. Services (tick as applicable)	
<input type="checkbox"/> Research, locate and present prospective properties to the Purchaser in accordance with the Property Description and the Purchaser's instructions	
<input type="checkbox"/> Negotiate terms and conditions of purchase with a prospective vendor on behalf of the Purchaser	
<input type="checkbox"/> Service on the Tenant/s any written notice/s required under the <i>Residential Tenancies Act 1995</i> by the Purchaser/s as outlined in Annexure 1, is to be provided to the Tenant/s by the <input type="checkbox"/> Purchaser or <input type="checkbox"/> Agent	
<input type="checkbox"/> Other (specify) <input style="width: 70%;" type="text"/>	
5. Property Description: Price Range: Minimum: \$ <input style="width: 80%;" type="text"/>	
Maximum: \$ <input style="width: 80%;" type="text"/>	
Purpose (tick as applicable):	<input type="checkbox"/> Investment <input type="checkbox"/> Residence <input type="checkbox"/> Holiday Home
Property Type (tick as applicable):	<input type="checkbox"/> Residential (house) <input type="checkbox"/> Residential (units/flats) <input type="checkbox"/> Commercial/Office/Retail
	<input type="checkbox"/> Industrial <input type="checkbox"/> Development site
	<input type="checkbox"/> Other <input style="width: 50%;" type="text"/>
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Preferred Location (*Suburb and/or Postcode*) in order of preference:

Property features:

Minimum number of bedrooms:

Minimum number of bathrooms:

Minimum block size:

Other requirements:

If specific property, include address/description:

6. Disclosure of Agent's Benefits:

None known

Refer Form R2 attached

Note:

A benefit includes a rebate, discount, refund or some other benefit the Agent or another person will receive, or expects to receive from any third party, in connection with the sale or purchase of the Property.

7. Engagement (Non-refundable consultation and administration fee):

\$ (GST inclusive) (payable upon signing agreement)

8. Completion Fee:

Flat Fee \$ (GST inclusive)

Calculated as follows:

9. Special Conditions

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Definitions

Act means the *Land and Business (Sale and Conveyancing) Act 1994*

Agent means the entity specified in Item 2 of the Schedule;

Completion means:

- a. settlement of a property introduced to the Purchaser by the Agent; or
- b. where the Agent introduces the Purchaser to a vendor of a property and the Purchaser (or a related entity of the Purchaser):
 - i. enters into a contract (including but not limited to a binding heads of agreement) to buy the property;
 - ii. is granted an option to buy the property;
 - iii. procures another person or entity to enter into a contract to buy the property;
 - iv. where the property is owned by a company, enters into a contract to buy the shares of that company (by novation or otherwise); or
 - v. by any means whatsoever becomes the legal and/or beneficial owner of the property, or, where applicable, assigns its rights under the contract to a third party.
- c. where the Purchaser purchases a property in the manner identified in (b) above during the Term, and the Purchaser did not first notify the Agent of its intention to purchase that property.

Completion Fee means the fee specified in Item 8 of the Schedule;

Engagement Fee means the fee specified in Item 7 of the Schedule;

Property Description means the general features of the type of property the Purchaser wishes to purchase as outlined in Item 5 of the Schedule;

Purchaser means the Purchaser or Purchasers specified in Item 1 of the Schedule;

Services means the services specified in Item 4 of the Schedule;

Special Conditions means the special conditions outlined in Item 9 (if any) of the Schedule;

Term means the period of operation of this agreement as specified in Item 3 of the Schedule.

Appointment

- 1 The Purchaser appoints the Agent as its agent to provide the Services.
- 2 The Purchaser authorises the Agent to do all things reasonably necessary for the Agent to carry out the Services on behalf of the Purchaser.
- 3 The Agent is appointed exclusively to provide the Services for the Term.

Term and Termination

- 4 The Agent is appointed for the Term.
- 5 Subject to clause 7, the Agent may terminate this agreement without cause by providing the Purchaser with thirty (30) days written notice.

Engagement Fee

- 6 The Purchaser shall pay the Engagement Fee upon execution of this agreement.
- 7 The Purchaser acknowledges and agrees that the Agent is entitled to retain the Engagement Fee regardless of the termination or expiry of this agreement and/or whether Completion occurs.

Completion Fee

- 8 The Purchaser is liable for the Completion Fee:
 - 8.1 immediately upon Completion where such Completion occurs during the Term;
 - 8.2 Completion occurs on a property introduced by the Agent to the Purchaser within twelve (12) months of expiration or termination of this agreement.
- 9 The Purchaser will instruct any conveyancer or solicitor or other person engaged to facilitate Completion on the Purchaser's behalf, to pay the Completion Fee to the Agent at Completion.
- 10 Where the Purchaser fails to make any payment required pursuant to this agreement, the Agent may:
 - 10.1 charge penalty interest at the rate of five (5) percentage points per annum above the cash rate, as notified by the Reserve Bank of Australia; and
 - 10.2 treat any outstanding monies as a debt owed by the Purchaser to the Agent.
- 11 In the event the Completion Fee is not paid by the Purchaser in accordance with this agreement, the Purchaser acknowledges and agrees that the Purchaser is liable for all fees and charges (including legal fees on an indemnity basis) relating to, or incidental to, any collection activity undertaken by the Agent to recover the Completion Fee from the Purchaser.
- 12 Notwithstanding anything in this agreement, the Agent is not entitled to the Completion Fee where the property purchased by the Purchaser is listed by the Agent (or any associate of the Agent) acting on behalf of the vendor of that property.
- 13 During the Term, the Purchaser must notify the Agent of any property identified by the Purchaser as a property which the Purchaser wishes to investigate for possible purchase. In the event the Purchaser does not notify the Agent in accordance with this clause, and the Purchaser subsequently purchases that property, the Purchaser expressly acknowledges and agrees that the Completion Fee will be payable by the Purchaser to the Agent upon Completion.

GST

- 14 Where GST applies to any supply made under this agreement the Agent may recover any GST payable on that supply from the Purchaser.
- 15 The Purchaser agrees to pay and indemnify the Agent in respect of any taxation penalties and/or interest that may be payable by the Agent as a result of any GST liability incurred in respect of a supply made pursuant to this agreement.

Indemnity

- 16 The Purchaser indemnifies and will keep indemnified the Agent against all loss and damage, whether direct or indirect, arising out of:
 - 16.1 a breach of this agreement by the Purchaser; or
 - 16.2 any third party claim against the Agent caused by or attributable to any act or omission by the Purchaser.
- 17 The indemnities contained in clause 15 survive the expiration or termination of this agreement.

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No warranties or representations

- 18 The Purchaser expressly agrees and acknowledges that:
- 18.1 the Agent is not qualified, authorised or engaged to make any representation or warranty regarding the suitability, structural quality and history of any property which may be the subject to this agreement; and
 - 18.2 it is the sole responsibility of the Purchaser to conduct their own enquiries into any matters which may presently or prospectively affect a property presented to the Purchaser by the Agent pursuant to this agreement; and
 - 18.3 any property presented to the Purchaser by the Agent may be removed from the market at any time prior to the Purchaser entering into a binding contract for that property.

Third party information

- 19 The Agent does not in any way endorse, or affirm any third party information about a property which it may pass on to a Purchaser relating to a property. Such third party information may be passed on by the Agent to the Purchaser for the purposes of convenience and interest only. It is the sole responsibility of the Purchaser to confirm the accuracy and veracity of that information and the Agent expressly excludes any liability resulting from the Purchaser's reliance on the information.

Relationship between Agent and Purchaser

- 20 Nothing in this agreement shall constitute, create or give effect to, or imply a joint venture, partnership or permanent arrangement of any other kind (other than as described herein) between the Agent and Purchaser.

No Exclusivity

- 21 Nothing in this agreement imposes an obligation of exclusivity in respect of any property which may be the subject of this agreement.

Contract security

- 22 Notwithstanding clause 20, the Agent may not present a property to a third party in circumstances where the Purchaser has entered into a binding contract of sale and purchase in respect of that property.

Entire Agreement

- 23 This agreement sets out the entire agreement between the Agent and the Purchaser in respect of its subject matter and all conditions, warranties and terms implied by custom, general law or statute that are not expressly set out in the agreement are excluded to the maximum extent permitted by law.

Special Conditions

- 24 This agreement includes the Special Conditions (if any) contained in Item 9 of the Schedule. Where the Special Conditions are inconsistent with the general terms and conditions, the Special Conditions will apply to the extent of any inconsistency.

Severance

- 25 If any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

Governing Law

- 26 This agreement is governed by the law in force in the state of South Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of South Australia.

27 Information Use and Privacy Consent

- 27.1 The Agent collects and uses the Purchaser's Personal Information and any other information about the Purchaser and/or the Property acquired by the Agent in the course of acting for the Purchaser (collectively "**the Information**") to act on the Purchaser's behalf and to perform the services and functions required by the Purchaser in connection with this Agreement ("**Primary Purpose**"). Without limiting the generality of this clause, the Agent may disclose the Information to third parties as may be required to facilitate marketing and promotion activities, to arrange any works, repairs and maintenance in respect of the Property (where applicable), to comply with legislative requirements and for administration purposes.
- 27.2 Without provision of certain information the Agent may not be able to act effectively or at all on the Purchaser's behalf.
- 27.3 In addition to the Primary Purpose, the Purchaser acknowledges and agrees the Agent may be subject to the *Privacy Act 1988 (Cth)* (where applicable):
- 27.3.1 collect, use and disclose the Information to promote the services of the Agent to the public and/or to seek potential clients; and
 - 27.3.2 disclose the Information to third parties such as, but not limited to, other real estate businesses, real estate related bodies, valuers, data collection agencies, financial institutions, and media organisations.
- 27.4 Subject to any applicable statutory limitations and requirements, the Purchaser has the right to access any Personal Information which may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 27.5 By signing this Agreement the Purchaser expressly consents to the collection and use of the Information as provided for in this clause 27, and for the purposes of this agreement, "**Personal Information**" has the same meaning as in the *Privacy Act 1988 (Cth)*.

Electronic Communication

- 28 The parties to this agreement each consent to either of them or their representatives signing this agreement and any notices or documents under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this agreement and any notices or documents under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

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EXECUTED AS AN AGREEMENT

- The Purchaser acknowledges receipt of the Form R7 prior to signing this agreement.
- The Purchaser agrees that the agent is able to provide a copy of this agreement to the Purchaser within 48 hours of its execution.

Signed by or on behalf of Purchaser 1

Date:

Purchaser Name

Signed by or on behalf of Purchaser 2

Date:

Purchaser Name

Signed by or on behalf of the Agent

Date:

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