

# STATEMENT OF PROPERTY DETAILS AND EXCLUSIVE BUYERS' AGENCY AGREEMENT

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

## STATEMENT OF PROPERTY DETAILS

### PARTIES

#### Principal

ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		Postcode
Phone: Work	Home	Mobile
Email* (see note)		
* Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.		

#### Agent

Oxbridge Group Pty Ltd		
Licensee's Licence No.** (see note) 10077341		
ABN / ACN 18 616 229 611	GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Trading as Oxbridge Property Group		
Address Level 5		Postcode 2007
616-620 Harris Street, ULTIMO, NSW		
Phone: Work 1300 680 690	Mobile	
Email*** (see note)		
** Note: If the Agent trades as a corporation the licensee's licence number is the corporation's licence number; if as a sole trader, the Agent's licence number; if as a partnership, it is one of the partners' licence numbers.		
*** Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.		

#### Property

Type of property to be purchased (not limited to, but may include, the following types of properties (e.g. house, apartment etc.))

Location of property to be purchased (not limited to, but may include, the locations below). If the location is later changed, additional fees may be payable, or this agreement may be terminated

Special instructions about the property to be purchased

General description of the property to be purchased (e.g. rooms, facilities desired etc.)

#### ESTIMATED PURCHASE PRICE OR PRICE RANGE OF PROPERTY

Estimated purchase price at, or price range in, which the Principal wishes to acquire the Property (inclusive of GST)

\$  to \$

Vacant Possession:  Yes  No  Either (These details can be changed by agreement between the Principal and the Agent)

PRINCIPAL'S  SOLICITOR  CONVEYANCER

Firm		
Name of Solicitor / Conveyancer		
Address 1. Business		
2. Address for Service of Documents		
Phone: Work	Mobile	Email

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent / Authorised Representative

Date



Name of Signatory

Note: This part of the agreement may be signed by an assistant agent.

**STATEMENT OF PROPERTY DETAILS AND  
EXCLUSIVE BUYERS' AGENCY AGREEMENT**

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**EXCLUSIVE BUYERS' AGENCY AGREEMENT****Agency Period**

1. In consideration of the Agent promising to use reasonable endeavours, the Principal hereby grants to the Agent the exclusive right to act on behalf of the Principal to purchase any property for a period from  /  /  to  /  /  inclusive called the "Exclusive Agency Period".
2.
  - i In addition to the exclusive rights granted to the Agent under clause 1, the Principal also grants to the Agent the exclusive right to act on behalf of the Principal to purchase a Property commencing on the expiry of the Exclusive Agency Period specified in clause 1 and continuing until such time as either the Principal purchases a Property or this agreement is terminated by one party giving to the other party a termination notice in writing, but such termination shall be without prejudice to either party's rights accrued, or obligations incurred, prior to the termination date. The period commencing on the expiry of the Exclusive Agency Period is called the "Continuing Exclusive Agency Period".
  - ii If the Exclusive Agency Period is for a fixed term which exceeds 180 days, then the Principal can terminate this agreement (without being liable to pay the early termination fee pursuant to clause 5) at any time after the end of the first 180 days by giving at least 30 days prior notice in writing of the termination date, such notice to be served on the Agent by either e-mail, post or facsimile transmission.

**Agent's Authority** (tick one or more options)

3.
  - i The Agent is authorised to identify and recommend potential Properties to the Principal which best match the Principal's instructions set out in the statement of property details above (or as varied).  Yes  No  N/A
  - ii The Agent is authorised to appraise Properties identified by the Principal.  Yes  No  N/A
  - iii The Agent is authorised to negotiate on behalf of the Principal for the purchase of Properties in accordance with the Principal's instructions set out in the statement of property details above (or as varied).  Yes  No  N/A
  - iv The Agent is authorised to bid on behalf of the Principal at the auction of a prospective Property approved by the Principal.  Yes  No  N/A
  - v The Agent is authorised by the Principal to provide those services set out in this agreement, or in an attached schedule of services. The Agent is authorised to provide those services or any other additional services as may be agreed from time to time.  Yes  No  N/A

**Agent's Remuneration**

4.
  - i An initial non-refundable retainer fee of \$  (GST incl.) is payable on execution of this agreement.

If the Agent receives a payment under clause 4 ii, then the non-refundable retainer fee shall be deducted from the calculation of the Buying Fee as stated in clause 4 ii  Yes  No

If the Principal changes their instructions in relation to the desired location, price range, property type or other features of the Property during the course of the Exclusive Agency Period or the Continuing Exclusive Agency Period and the Agent is required to identify new properties in the new location(s), price range, property type or other features, then the Agent expressly reserves the right to charge an additional non-refundable retainer fee not exceeding the amount set out in this clause 4i for each new location, price range or property type.

**ii Buying Fee**

The Principal acknowledges that the Agent shall be entitled to a Buying Fee (tick applicable clause):

calculated as a percentage, being  % (GST incl.), of the total purchase price including GST (if any).

The Agent's agreed Buying Fee based on the estimated purchase price or price range in which the Principal wishes to acquire the Property (as set out on page 1 of this agreement) would equate to

\$  to \$  (GST incl.);

**OR**

as a flat fee, including GST (if any) of

\$  (GST incl.);

**OR**

as set out below or in the attached schedule

  

**iii Auction Fee**

The Principal acknowledges that the Agent shall be entitled to an Auction Fee of

(GST incl.)

in respect of each auction which the Agent attends on behalf of the Principal.

**EXCLUSIVE BUYERS' AGENCY AGREEMENT**

# STATEMENT OF PROPERTY DETAILS AND EXCLUSIVE BUYERS' AGENCY AGREEMENT

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## EXCLUSIVE BUYERS' AGENCY AGREEMENT

### iv Entitlement to Buying Fee during the Exclusive Agency Period or the Continuing Exclusive Agency Period

The Principal hereby agrees to pay the Buying Fee in accordance with this agreement in the event that during the Exclusive Agency Period or the Continuing Exclusive Agency Period any one of the following occurs:

The Principal:

- a enters into a contract for the purchase of, or an option to purchase, any Property, irrespective of whether that contract allows a cooling-off period;
- b procures another person or entity to enter into a contract for the purchase of, or an option to purchase, any Property, irrespective of whether that contract allows a cooling-off period;
- c where any Property is owned by a company:
  - (i) enters into a contract for the purchase of any shares of that company;
  - (ii) procures another person or entity to enter into a contract for the purchase of any of the shares of that company; or
  - (iii) by any means whatsoever becomes the legal or beneficial owner or both of any of the shares of that company; or
- d by any other means whatsoever becomes the legal or beneficial owner or both of any Property.

### Payment of Buying Fee

v The Buying Fee to which the Agent is entitled shall be due and payable by the Principal on the first to occur of:

- a any of the events referred to in clause 4 iv; or
- b completion of the transfer of the legal or beneficial ownership (or both) referred to in clause 4 iv.

vi The Agent's entitlement to the Buying Fee shall not be affected:

- a if any of the contracts referred to in clause 4 iv, or the transfer of the legal or beneficial ownership (or both) referred to in that clause, are not completed owing to the default of the Principal or vendor;
- b if, after exchange, the Principal and the vendor mutually agree not to proceed with the contract; or
- c if, after exchange, the Principal fails to raise finance for the purchase or if the contract is subject to any matter occurring or condition being satisfied and that matter does not occur or condition is not satisfied.

**WARNING:** The term immediately above provides that a fee is payable under this agreement even if the purchase of the Property is not completed.

vii The parties also expressly agree that the Agent shall be entitled to payment of the Buying Fee at any time

within  months after the later of termination of this agreement, the end of the Exclusive Agency Period or the end of the Continuing Exclusive Agency Period (as applicable), and provided that any event described in clause 4 iv occurs.

### viii Entitlement to, and payment of, an Auction Fee

Where, in respect of any Property, the Principal instructs the Agent to attend at the auction on behalf of the Principal (whether during the Exclusive Agency Period or during the Continuing Exclusive Agency Period), the Agent shall be entitled to payment of the Auction Fee specified above at the conclusion of each auction which the Agent attends. The Auction Fee is payable whether the Principal is the successful bidder or not.

**IMPORTANT** - This is an exclusive buyers' agency agreement. This means that you may have to pay the Agent's Buying Fee even if another agent, you or any other person finds a property you purchase.

**WARNING** - Have you signed an agency agreement(s) for the purchase of a property with another agent? If you have, you may have to pay two or more Buying Fees (if this agreement or the other agreement(s) you have signed is a sole agency agreement or an exclusive agency agreement).

### 5. Early Termination Fee

Subject to clause 2ii and without limiting that clause in any way, an early termination fee of \$  (GST incl.) is due and payable by the Principal if the Principal terminates this agreement.

### 6. Termination

The Agent shall be expressly entitled to terminate this Agreement by notice in writing (whether during the Exclusive Agency Period or the Continuing Exclusive Agency Period) if the Principal:

- i fails to give adequate instructions or provides false, misleading or contradictory instructions to the Agent at any time;
- ii fails to disclose, or conceals, anything of a material nature which the Agent may have an obligation to disclose to a vendor which may subject the Agent to disciplinary action or prosecution by a regulator or liability to any third party;
- iii changes the location, price range, property type or other features of the Property sought to be acquired;
- iv fails to secure finance for the purchase of a Property and is unable to proceed with a purchase as a result;
- v repeatedly fails to select a Property to purchase despite the Agent presenting Properties that substantially meet the Principal's criteria as to location, price range, type and other features; or
- vi has unreasonable expectations as to the price range of a Property having regard to its location, type and other features.

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## EXCLUSIVE BUYERS' AGENCY AGREEMENT

### Services, Charges and Expenses

7. The Agent shall perform the following services and be entitled to reimbursement of the following expenses and charges incurred. The Principal agrees to advance the funds for the following expenses and charges upon request or reimburse the costs to the Agent upon receipt of an invoice.

Services	Amount	When due and payable by the Principal
	\$	
	\$	
Total amount of expenses or charges the Agent expects to incur and for which the Agent is entitled under this exclusive agency agreement to be reimbursed (includes GST where applicable)	\$	

### Variation of Services, Expenses and Charges

8. The services to be provided by the Agent and any expenses or charges payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

### Financial Institution Taxes or Deductions

9. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Principal.

### Contract For Sale

10. Unless otherwise instructed in writing by the Principal or a solicitor acting for the Principal, the Agent is not authorised to enter into or sign contract for the purchase of any Property on behalf of the Principal.

### Conjunction

11. Unless otherwise instructed, the Agent may allow other buyers' agents to act in conjunction with the Agent in order to effect a purchase but only one Buying Fee will be payable by the Principal to the Agent.

### Limit of Agent's Services

12. Unless permitted by this agreement or as otherwise agreed in writing by the Agent and the Principal, the Agent shall not perform any other services in connection with the purchase.

### GST

13. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

### Agent's Indemnity, Liability and Release

14. The Principal will hold harmless and keep indemnified the Agent against, and releases the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent under this agreement.

### Financial, Investment, Taxation and Other Advice

15. **WARNING:** The Principal acknowledges that any financial, investment, taxation or other advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial, investment and/or taxation advisor or other appropriately qualified expert.

### Material Fact

16. i The Principal warrants that the Principal has supplied the Agent in writing with all material facts in respect of the Principal's proposed property acquisition and will keep the Agent updated in writing of any changes in respect of any material fact.  
 ii In this clause "material fact" has the same meaning as it has for the purposes of section 52 of the *Property and Stock Agents Act 2002* (NSW).  
 iii The Principal acknowledges that the *Property and Stock Agents Act 2002* (NSW) and *Property and Stock Agents Regulation 2014* (NSW) require the Agent to disclose all material facts to a prospective and actual vendor and the Agent is hereby authorised to disclose all such material facts as may be necessary to protect the Agent from any disciplinary action, liability to third parties or otherwise.

### Agreement Negotiable

17. The Principal acknowledges that, to the extent they are not prescribed by legislation, the terms of this agreement are negotiable between the Principal and the Agent, and any changes must be agreed in writing. The Principal has had the opportunity to obtain independent advice on the terms and conditions of this Agreement.

### Privacy

18. i The *Privacy Act 1988* (Cth) (**Privacy Act**) allows personal information to be collected, held, used and disclosed for the purposes for which it was collected as notified to users and otherwise in accordance with the Privacy Act.

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## EXCLUSIVE BUYERS' AGENCY AGREEMENT

- ii This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent the Agent collects, holds, uses and discloses personal information.
- iii The Agent may collect, hold, use and disclose personal information the Principal provides to the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal; (b) acting on behalf of the Principal in accordance with this agreement; (c) arranging inspections and reports in respect of any Property; (d) negotiating on behalf of the Principal for the purchase of Properties in accordance with this agreement; (e) registering the Principal at an auction and bidding on behalf of the Principal at the auction of a prospective Property; (f) liaising and exchanging information with the Principal and each of the Agent's and Principal's legal and other advisors in relation to or in connection with any purchase of a Property (including with respect to the contract for purchase); (g) managing, serving and signing (or arranging signing of) this agreement and managing any purchase of the Property and the preparation of any required statements of account; (h) assisting with the exchange of contracts for the purchase of Property; (i) complying with any applicable law or any dispute resolution process; and (j) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and providing those third parties with the Principal's personal information.
- iv If the personal information outlined in this agreement or requested by the Agent is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.
- v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including the Agent's and the Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual vendors of any Property, property inspection service providers, clients of the Agent both existing and potential, tradespeople, strata owners corporations, valuers, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers), government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
- vi The Agent may also use the Principal's information including personal information for marketing purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (by ticking the box below) or has previously told the Agent not to.
- vii If the Principal **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
- viii The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause or the Privacy Act. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
- ix Any requests for access to a Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
- x The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xi The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.
- xii The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xiii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause; and (b) provides express permission to the Agent to collect, hold, use and disclose personal information in a manner described in this clause.



# STATEMENT OF PROPERTY DETAILS AND EXCLUSIVE BUYERS' AGENCY AGREEMENT

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## Disclosure of Rebates, Discounts or Commissions or Benefits

19. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, the following rebates, discounts or commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

Name of Third Party	Nature of relationship with Third Party	The nature and value of any estimated amount of rebate, discount, commission or benefit
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

If no rebate, discount, commission or benefit, write "nil".

## Work, Health and Safety

20. The Principal acknowledges that, at all material times:

- i the vendor has sole management and control of the Property listed for sale, to the exclusion of the Agent;
- ii the Agent acts under the direction, management and control of the Principal to facilitate the real estate transaction between the Principal and the vendor; and
- iii the vendor is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements.

## Joint and Several

21. If a party consists of more than one person or legal entity, this agreement binds them jointly and each of them severally.

## Principal's Authority

22. The Principal warrants that the Principal has authority to enter into this agreement.

## Service and Signing

23. The Principal acknowledges being served with a copy of this agreement.

24. If the Agent causes this agreement to be electronically served on and/or signed by the Principal by way of electronic communication (including the use of a third party platform to facilitate the service and signing of this agreement), the Principal agrees that the Principal's electronic signature and initials created for the purpose of signing this agreement will be the electronic representation of the Principal's signature and initials for all purposes when the Principal electronically signs this agreement, just the same as a pen-and-paper signature or initial.

## Warranty

25. The Principal warrants that all information provided by it to the Agent and in this agreement is true, correct and complete and that the Agent can rely on the information provided. The Principal agrees to keep the Agent updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.

## Professional and other advice

26. The Principal acknowledges that all advice provided by the Agent is general in nature and is subject to the inherent volatility of the real estate market and the Agent's advice or opinion do not form legal advice, town planning, building, architectural or other professional advice. The Principal must rely upon their own enquiries in relation to any and all such matters and must make any necessary enquiries of any statutory authorities such as the local Council, water authority, sewerage authority and environmental authority to establish the quality or suitability of the Property for their purposes.

The Principal acknowledges that they have employed their own solicitor or their own conveyancer as the case may be and will rely upon their advice in relation to the terms and conditions contained in the contract for sale of land and to enquire into the quality or suitability of the Property and in relation to any reports such as building reports, pest reports, strata inspection reports or other reports as to any or all defects whether latent or patent and any risk associated with the Property.

## Disclaimers

27. The Agent does not make any representations or warranties as to the accuracy of any information supplied to the Principal by the Agent in good faith and which has been sourced from third parties, property portals or property data providers.

The Agent disclaims all responsibility for any services provided by a third party introduced to the Principal by the Agent including building and pest inspectors, strata inspectors, environmental experts, solicitors or conveyancers.

EXCLUSIVE BUYERS' AGENCY AGREEMENT

**STATEMENT OF PROPERTY DETAILS AND  
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**EXCLUSIVE BUYERS' AGENCY AGREEMENT****PRINCIPAL****If Principal is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Principal /****Authorised Representative****Date****Name of Signatory****Authority of Signatory** (delete whichever is not applicable)Power of Attorney / Authority Letter  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Principal /****Authorised Representative****Date****Name of Signatory****Authority of Signatory** (delete whichever is not applicable)Power of Attorney / Authority Letter  
(attach a copy)**NOTE:** The "Authority of Signatory" box above only needs to be completed if the signatory is an Authorised Representative of the Principal signing this agreement on behalf of the Principal. If so, please attach either a copy of the power of attorney or authority letter.**If Principal is a corporation** (to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**EXECUTED** for and on behalf of

ACN

pursuant to section 127 of the Corporations Act 2001 (Cth):

**Signature of Director / Secretary /****Authorised Representative****Date****Name of Signatory****Authority of Signatory** (delete whichever is not applicable)Director / Secretary / Authorised Officer /  
Attorney (attach a copy of Power of Attorney  
if applicable)**Signature of Director / Secretary /****Authorised Representative****Date****Name of Signatory****Authority of Signatory** (delete whichever is not applicable)Director / Secretary / Authorised Officer /  
Attorney (attach a copy of Power of Attorney  
if applicable)**AGENT**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Agent / Authorised Representative****Date****Name of Signatory****Note:** This part of the agreement MUST NOT be signed by an assistant agent.