

**PARTIES****Listing 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	
616-620 Harris Street, ULTIMO, NSW	Postcode 2007
Phone: Work 1300 680 690	Mobile
Email** (see note)	
<b>* Note:</b> If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.	
<b>** Note:</b> 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.	

**Co-Joined Agent**

Licensee's Licence No.*** (see note)	
ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No
Trading as	
Address	
Postcode	
Phone: Work	Mobile
Email**** (see note)	
<b>*** Note:</b> If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.	
<b>**** Note:</b> 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.	

**ADDRESS OF PROPERTY FOR SALE**

Postcode	

Together with inclusions / special conditions (if any) as specified in the contract for sale


**Vendor**

Phone: Work	Mobile
Phone: Home	
Occupant (if different from Vendor)	
Phone: Work	Mobile
Phone: Home	
Email	
Inspection Arrangements	

**PRICE**

\$	(GST incl.)
Selling Fee	(GST incl.)
Date of Conjunction	/ /

**CONJUNCTION BASIS**


**CONDITIONS****Communication with Vendor**

1. All offers, negotiations and other communications with the Vendor are to be conducted through the office of the Listing Agent.

**Termination**

2. This Agreement shall terminate in any of the following circumstances:
  - i On the instructions of the Vendor.
  - ii By mutual agreement, subject to the Vendor's concurrence.
  - iii On termination of the Listing Agent's agency.
  - iv In the case of an open listing and solicited conjunction, at the end of 120 days unless extended by further agreement in writing.

**GST**

3. i Any amounts referred to in this agreement which are payable by the Listing Agent to the Co-Joined Agent in respect of services provided by the Co-Joined Agent under this agreement, 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.
- ii The Co-Joined Agent shall hand over to the Listing Agent a tax invoice immediately upon payment of the agreed fee to the Co-Joined Agent.

**Privacy**

4. i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows personal information to be collected, held, used and disclosed for specified purposes as notified to users, and otherwise in accordance with the Privacy Act.
- ii The Co-Joined Agent and the Listing Agent agree that the Listing Agent and the Co-Joined Agent may, for the purposes of this agreement, be required to collect, hold, use and disclose the personal information of the Vendor, prospective purchasers and purchaser. The personal information:
  - (a) the Listing Agent provides to, or the personal information collected by, the Co-Joined Agent; and
  - (b) the Co-Joined Agent provides to, or the personal information collected by, the Listing Agent,
 in connection with this agreement or collected from other sources is necessary for the Co-Joined Agent and the Listing Agent to: (i) identify and verify the Vendor, purchaser and the Property; (ii) (where applicable) advertise, promote and, otherwise, market the Property for sale; (iii) negotiate any prospective sale of the Property; (iv) liaise and exchange information with each other, the Vendor, the purchaser, prospective purchasers and each of their legal and other advisors in relation to any sale of the Property; (v) comply with this agreement, any applicable law and any dispute resolution process; (vi) manage any sale of the Property; (vii) serve and sign (or arrange signing of) this agreement; and (viii) contact and liaise with third parties (including, without limitation, goods and services providers and insurers) and to provide those third parties with the personal information of the Vendor, purchaser, prospective purchasers, Listing Agent or the Co-Joined Agent (as the case may be).
- iii If the personal information of the Vendor, prospective purchasers or purchaser is not provided, the Co-Joined Agent and Listing Agent may not be able to act on behalf of the Vendor or purchaser effectively or at all. The Co-Joined Agent and Listing Agent may also not be able to discharge their respective obligations in this agreement. It is impracticable for the Co-Joined Agent and Listing Agent to deal with a Vendor, prospective purchaser or purchaser who has not identified him, her or itself or used a pseudonym.
- iv The Co-Joined Agent and the Listing Agent agree to comply with the Privacy Act. The Co-Joined Agent and the Listing Agent may only use the personal information of the Vendor, prospective purchasers and purchaser to perform their obligations under this agreement and may disclose personal information for any of the purposes for which it was collected (as outlined above) to other parties, such as the purchaser or prospective purchasers, the legal and other advisors of the Vendor, purchaser, prospective purchasers, Listing Agent and Co-Joined Agent, advertising and media organisations, property data service providers, valuers, government and statutory bodies, government agencies, courts, regulatory bodies, and law enforcement agencies, financial institutions, REINSW (which provides technical and other assistance to the Co-Joined Agent and/or Listing Agent to effect the matters set out above), other third parties (including, without limitation, goods and services providers and insurers) or as required, authorised or permitted by any applicable law.
- v The Co-Joined Agent and the Listing Agent each acknowledges and agrees that the Vendor, purchaser and prospective purchasers are entitled to, and may request, access to, their personal information held by the Co-Joined Agent or the Listing Agent (as the case may be), unless the Co-Joined Agent and/or the Listing Agent are permitted by law (including the Privacy Act) to withhold that information. The Vendor, purchaser and prospective purchasers also have the right to make a complaint about the way in which the Co-Joined Agent or Listing Agent has handled their personal information or that the Co-Joined Agent or Listing Agent may have breached this clause or the Privacy Act.
- vi The Co-Joined Agent and the Listing Agent (as applicable) may charge a reasonable fee to the Vendor, purchaser or prospective purchasers (as the case may be) where it provides access to their personal information (no fee may be charged for making an application to access personal information). The Vendor, purchaser or prospective purchasers may request that any personal information that is inaccurate, incomplete or out-of-date be corrected so that it is accurate, complete and up-to-date.
- vii The Co-Joined Agent and the Listing Agent must take reasonable precautions to protect the personal information they each hold in relation to the Vendor, purchaser and prospective purchasers from misuse, loss, unauthorised access, modification or disclosure.



- viii The Co-Joined Agent and the Listing Agent may disclose the personal information of the Vendor, purchaser or prospective purchasers outside of Australia. In doing so, the Co-Joined Agent or Listing Agent (as applicable) 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.
- ix By signing this agreement, the Listing Agent and the Co-Joined Agent: (a) each acknowledges that it has read, understands and accepts the terms of this clause; and (b) each agrees to comply with the Privacy Act in relation to the collection, holding, use and disclosure of the personal information of the Vendor, prospective purchasers and purchaser in the manner described in this clause.

**LISTING AGENT**

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

**Signature of Listing Agent / Authorised Representative      Date**

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**Name of Signatory**

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**CO-JOINED AGENT**

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

**Signature of Co-Joined Agent / Authorised Representative      Date**

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**Name of Signatory**

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**Note: Co-Joined Agent to sign and return to Listing Agent.**