



The Client exclusively appoints the Agent to endeavour to lease the Client's Property on the terms of this Authority. The Agent accepts the Client's exclusive appointment.

Particulars of Appointment.

Agent CAMERON INDUSTRIAL COMMERCIAL PTY LTD

Address SUITE 1, 333 WANTIRNA ROAD, WANTIRNA VIC 3152

Attention SRAY CHITRAKAR

ACN 633 231 740

ABN 75 633 231 740

Phone 03 8788 9000

Mobile 0426 285 889

Fax 03 8788 9099

Email sc@cameron.com.au

Client PHILIP & CAROLYN RISKAS AS TRUSTEE FOR P & C RISKAS PROPERTY TRUST

Address 24 CORPORATE BOULEVARD, BAYSWATER VIC 3153

Attention PHILIP RISKAS

ACN

ABN

899 33505083

Phone

Mobile

0433 960 840

Fax

Email

philipriskas@outlook.com

*Registered for GST *Not registered for GST (*Select which applies)

Exclusive authority period: 90 days.

Continuing authority period: 90 days.

Client's Property: 24 CORPORATE BOULEVARD, BAYSWATER VIC 3153

with Client's fixtures and fittings being: * ELECTRICAL LIGHT FITTINGS, FIRE FIGHTING EQUIPMENT, HOT WATER SERVICE, PALLET RACKING (*Insert details. If insufficient space, attach extra A4 sheets)

Client's preferred terms:

Preferred rent: \$170,380.00

Payable calendar monthly in advance

(*Select which applies)

*Gross

*Annual

*Net

*Calendar monthly

Preferred form of lease/sublease/assignment:

(*Select which applies)

*Not applicable.

*As currently published by the REIV.

*As currently published by the Law Institute of Victoria.

*As prepared by the Client's legal practitioner or conveyancer.

Commission

~~A fixed *commission (including GST) of \$ _____~~ OR

A *commission (including GST) being calculated as follows:

10% (PLUS GST) OF THE AVERAGE ANNUAL RENTAL FOR A LEASE UP TO THREE (3) YEARS, PLUS AN ADDITIONAL 1% (PLUS GST) FOR EVERY YEAR SECURED THEREAFTER. FOR EXAMPLE, A 5 YEAR LEASE WOULD EQUAL A FEE OF 12% (PLUS GST) OF THE AVERAGE ANNUAL RENTAL FOR THE 5 YEAR PERIOD.

Dollar amount of estimated commission:

\$18,741.80

including GST of **\$1,703.80**

if let at a rent of *

\$170,380.00

~~*including GST/~~ excluding GST / ~~not subject to GST~~

(*select which applies)

Retail Leases Act 2003 Disclosure Statement Preparation Fee **\$660.00** including GST

Marketing Expenses (including GST)

Advertising **\$1,926.90** _____

Other Expenses **\$0.00** TOTAL **\$1,926.90**

Marketing Expenses are payable on

****the signing of this Authority / ~~*written request~~ (*delete the one that does NOT apply)***



REIV

General Conditions

- 1 In this Authority unless otherwise required by the context or subject matter:
- 1.1 "Agent" means the Agent named in the Particulars of Appointment.
- 1.2 "binding offer" means an offer in writing signed by the proposed tenant on the Client's preferred terms set out in the Particulars of Appointment which would result in a lease, if signed by the Client.
- 1.3 "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.
- 1.4 "gross" means rent including outgoings.
- 1.5 "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- 1.6 "introduced to the Client's Property" means the person was made aware the Client's Property was available for lease no matter what the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Client's Property by the Agent if the person became aware the Client's Property was available for lease as a result of viewing, hearing, or reading an advertisement of whatever nature or medium or any board, placard, sign, or other literature referring to the availability of the Client's Property that were connected to the Agent in any way.
- 1.7 "lease" includes an agreement for lease, sub-lease, licence, or an assignment.
- 1.8 "leased" is the result of the
 - 1.8.1 Agent obtaining a binding offer; or
 - 1.8.2 Client and the proposed tenant signing a lease for the Client's Property.
- 1.9 "Marketing Expenses" means the advertising and other expenses of the Agent specified in the Particulars of Appointment.
- 1.10 "net" means rent excluding outgoings.
- 1.11 "outgoings" means all costs, expenses, taxes (including GST, but excluding income and capital gains taxes), fees and/or charges payable by the Client in relation to the owning, letting, managing, maintaining, repairing, servicing, insuring, and security of the Client's Property.
- 1.12 "person" includes a natural person, a corporation, and an incorporated association.
- 1.13 "professional fees" means the total of the commission and Marketing Expenses as duly authorised and expended.
- 1.14 "REIV" means The Real Estate Institute of Victoria Ltd [ACN 004 210 897] or its successor.
- 1.15 "rent" includes licence fee.
- 1.16 "tenant" means the person to whom the Client's Property is leased or licensed.
- 1.17 A reference to an act of parliament includes an act amending or superseding the act referred to.
- 1.18 If the Agent or the Client comprises more than one person, their respective obligations are joint and individual.
- 2 The Client authorises the Agent to do, in accordance with good estate agency practice, all acts, matters and things necessary or desirable in connection with acting as the client's agent in endeavouring to and in leasing the client's Property.
- 3 If the Client fails to pay the Agent any moneys due under this Authority within 30 days of receipt of the Agent's invoice ("the due date of payment"), then interest at the rate fixed from time to time under section 2 of the Penalty Interest Rates Act 1983 will be paid 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, if demanded.
- 4 A person signing this Authority for or on behalf of the Client is personally responsible for the due performance of the Client's obligations as if the signatory was the Client. If required by the Agent, the signatory will procure the execution of a guarantee and indemnity in favour of the Agent by the directors of a Client that is a corporation or the committee members of a Client that is an incorporated association, in a form acceptable to the Agent's legal practitioner.
- 5 The Client irrevocably authorises the Agent to deduct the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, from rent held by the Agent.
- 6 If the Client's Property is leased and no rent is held by the Agent, the Client will pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, on demand.
- 7 If rent is held in whole or part by the Client's conveyancer or legal practitioner, the Client appoints the Agent as the Client's attorney under power to direct and authorise the conveyancer or legal practitioner to pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, to the Agent. The Client agrees to promptly ratify and confirm the power of attorney, if requested.
- 8 Unless otherwise stated in the Particulars of Appointment, the Client will pay the maximum amount of Marketing Expenses to the Agent on the signing of this Authority and in any event the Marketing Expenses will be payable on written request. When this Authority ends, the Agent will provide the Client with an itemised list of the Marketing Expenses and state and federal taxes expended or payable. The Agent will provide the itemised list at any other time that may reasonably be required by the Client.
- 9 If this Authority requires the Client to pay or reimburse or contribute to an amount paid or payable by the Agent in respect of an acquisition from a third party to which the Agent is entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by the Agent plus the GST payable in respect of that supply but only if the Agent's recovery from the Client is a GST taxable supply.
- 10 On the written authorisation of the Client, the Agent may sign a lease of the Client's Property on behalf of the Client which contains terms agreed to by the Client.
- 11 An agreement of the Client and a tenant to surrender or cancel a lease of the Client's Property or the ending of a lease of the Client's Property as a result of a default of the Client or the tenant does not relieve the Client of the obligation to pay the Agent's professional fees.
- 12 The Client agrees the Agent may provide details of the leasing of the Client's Property to the REIV and/or realestateview.com.au Ltd and/or propertydataonline Pty Ltd and/ or commercialview.com.au Ltd or their respective successors or assigns to enable either or both to collect and /or disseminate details of the lettings of real estate. The Agent may provide the details even though this Authority has come to an end.

Notices & Disclosures

Item 1. Agent's Entitlement to Commission

The Client agrees to pay the Agent the commission on the terms of this Authority if the Client's Property is leased -

- 1.1 during the exclusive authority period by the Agent or by any other person (including the Client or another agent); or
- 1.2 during the continuing authority period by the Agent; or
- 1.3 to a person introduced to the Client's Property by the Agent before the Client signed this Authority and to whom, as a result of the introduction, the Client's Property is leased; or
- 1.4 within 120 days after the expiration of the exclusive authority period for the rent to a person introduced to the Client's Property by the Agent within the exclusive authority period and to whom, as a result of the introduction, the Client's Property is leased.

The commission is due and payable by the Client to the Agent on the property being leased. The Retail Leases Act 2003 Disclosure Statement Preparation Fee is due and payable on provision of the Statement, if not included in the commission.

Items 1.2, 1.3, and 1.4 will not apply if the Client may incur a liability to pay an agent a commission under an exclusive agency agreement for the leasing of the Client's Property signed by the Client with another agent after the expiration of the exclusive authority period.

(See the definition of "leased" in GC 1.8)

Item 2. Continuing Authority Period

- 2.1 If there is a continuing authority period it starts on the day after the day on which the exclusive authority period ends and
 - 2.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled, and
 - 2.1.2 on the day it starts, the Agent's exclusive appointment ends.
- 2.2 The Client may cancel the continuing authority period at any time by written notice to the Agent.
- 2.3 If the continuing period is cancelled, Item 1 continues to apply.

Item 3. Making a complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria 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 the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

Item 4. Dispute resolution

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

Item 5. Warranty of REIV membership

The Agent is a member of the REIV, at the date of this Authority. The Agent will confirm membership, if requested. If the warranty is false, this Authority is void. *(This warranty cannot be deleted or modified)*

Item 6. *Rebate Statement - no rebate will be received

Instructions

This statement is approved by the Director of Consumer Affairs Victoria for the purposes of section 49A(4) of the *Estate Agents Act 1980*. It may only be included in an agency authority if an agent is not entitled to any rebate. It should not be used if there is a possibility that an agent may receive a rebate.

The agent will not be, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.

In addition to the statement approved by the Director of Consumer Affairs Victoria, the following statements are provided in compliance with sections 49A (4)(a) and (c) of the *Estate Agents Act 1980* -

The agent will not be, or is not likely to be, entitled to any rebate in respect of -

- (i) any outgoings; or
- (ii) any prepayments made by a person engaging or appointing the agent (the *client*) in respect of any intended expenditure by the agent on the client's behalf; or
- (iii) any payments made by the client to another person in respect of the work.

The agent is not entitled to retain any rebate and must not charge the client an amount for any expenses that is more than the cost of those expenses.

(*If the agent will be, or is likely to be, entitled to a rebate then the agent must cross out this item, the amendment should be initialled by the parties to this agreement and the agent is to complete the rebate statement approved by the Director of Consumer Affairs Victoria for use where a rebate will be, or is likely to be, received. The approved rebate statement must be attached to each part of this authority at the time that it is signed. The rebate statement is available at <https://www.consumer.vic.gov.au/>).

Item 7. Agent's role

The Agent will endeavour to lease the Client's Property on the Client's preferred terms specified in the Particulars of Appointment or, if no preferred terms are specified in the Particulars of Appointment or the preferred terms are incomplete, on terms acceptable to the Client.

Item 8. Commission sharing

*The Agent may share commission with an employee who is an estate agent or an agent's representative, or with an estate agent who is the Agent's business partner.

*(*If commission will be shared with anyone else, complete and attach the notice of commission sharing approved by the Director of Consumer Affairs Victoria, at the time of signing this Authority. The notice can be downloaded at www.consumer.vic.gov.au)*

Item 9. Client acknowledgements

The Client acknowledges

- 9.1 being informed by the Agent the commission and Marketing Expenses are negotiable, before signing this Authority;
- 9.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Client's Property is leased;
- 9.3 commission is payable in accordance with this Authority, if the Client's Property is let;
- 9.4 and agrees that his/her personal information will be collected and may be used, as provided in this Authority;
- 9.5 being informed the Agent has procedures for resolving complaints and disputes, before signing this Authority;
- 9.6 receipt a copy of this Authority, at the time of signing

Privacy Act 1988

APP privacy policy

If you are an individual, upon you (or in appropriate circumstances on your attorney under power or other person acting as your agent) signing this Authority you consent to us collecting, holding, using, and disclosing your personal information for the primary purpose and secondary purposes set out below. Your consent will continue until you (or in appropriate circumstances your attorney under power or other person acting as your agent) inform us your consent is terminated, and this is so even though this Authority has come to an end.

The kinds of personal information we will collect and hold are your name, address, contact details, bank account details, credit or debit card details or both and landlord and other relevant insurances details, and if appropriate or required, your power of attorney details or person acting as your agent details.

We will collect your personal information from you (or if it is appropriate in the circumstances, from your attorney under power or other person acting as your agent). We will hold your personal information in hard copy or in electronic form, or both.

The primary purpose is: acting for you in connection with or in relation to the letting (which includes sub-lettings and assignments) of your property including its fixtures and fittings.

The secondary purposes are: providing details of the letting of your property to the REIV or realestateview.com.au Ltd or commercialview.com.au Ltd or one or more or all of them to enable any or all of them to collect and/or disseminate details of the letting of real estate; to enable us to promote our services or seek out potential clients or both; responding to enquires received from Consumer Affairs Victoria or the REIV or the both of them in connection with or in relation to the letting of your property; direct marketing and telemarketing; complying with the law.

We can be contacted between 9:00 am and 5:00 pm Monday to Friday (excluding public holidays) to provide access to you (or in appropriate circumstances to your attorney under power or other person acting as your agent) to update or seek correction of your personal information. Our contact details are on the first page of this Authority.

If you consider we have breached the Australian Privacy Principles you (or in appropriate circumstances your attorney under power or other person acting as your agent) may complain to us by letter, fax or email. We will promptly consider your complaint and attempt to resolve it in a timely manner. If we are unable to resolve your complaint you may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or enquiries@oaic.gov.au

We are unlikely to disclose your personal information to overseas recipients.

The main consequences for you if all or part of your personal information is not provided is that we may not be able to act for you or effectively perform our role as your estate agent.



Date of this Agreement 29/3/2022 (date of last signature)

Signature of Agent (s)

SRAY CHITRAKAR

Sign here:

Signature of Client (s)

PHILIP & CAROLYN RISKAS AS TRUSTEE
FOR P & C RISKAS PROPERTY TRUST

Sign here:

SIGN HERE

IF THE LESSEE PURCHASES THE PROPERTY DURING THE LEASE TERM(S) OR ANY SUBSEQUENT TERM THE AGENT IS ENTITLED TO ADDITIONAL AGENTS FEES OF 2.0% OF THE SALE PRICE PLUS ANY GST PAYABLE.

CLIENTS SIGNATURE

SIGN HERE

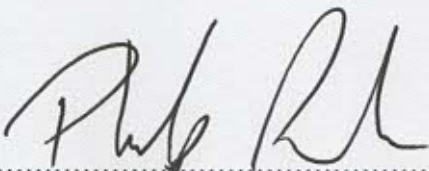
SCHEDULE OF FEES

1. **Preparation of Disclosure Statement**
\$600 plus GST

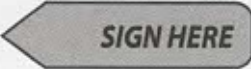
2. **Assignment of Lease Administration Fee**
\$500 plus GST
(Tenant to pay this cost).

3. **Surrender of Lease Administration Fee**
\$500 plus GST
(Tenant to pay this cost).

Please Note: Relevant charges will only be applied where applicable. The Landlord agrees to pay these charges when these costs are applicable to the transaction on their property.



.....
Lessor to sign



SIGN HERE



TAX INVOICE

Suite 1, 333 Wantirna Road
WANTIRNA VIC 3152
Phone 8788 9000 Fax 8788 9099
ABN 75 633 231 740

DATE: 29 March 2022
INVOICE # A1533
PROPERTY: **24 CORPORATE
BOULEVARD,
BAYSWATER VIC
3153**

Bill To:
PHILIP & CAROLYN RISKAS AS TRUSTEE FOR P & C RISKAS PROPERTY TRUST
24 CORPORATE BOULEVARD
BAYSWATER VIC 3153

DESCRIPTION	AMOUNT
realcommercial.com.au - 90 day Elite Listing	\$ 1,421.73
commercialrealestate.com.au - Silver Package	No Charge
commercialready.com.au & cameron.com.au	No Charge
Sign Board - Full Colour Descriptive - 8' x 6' (2400 mm x 1800 mm)	\$ 330.00
Terms: 14 Days From Invoice	SUB TOTAL \$ 1,751.73
Direct Deposit Details	GST \$ 175.17
Bank: Macquarie Bank	TOTAL \$ 1,926.90
Account No: 304 486 194	
BSB: 183-334	
Payment Reference: A1532	

Make all cheques payable to "**Cameron Industrial Commercial**"

If you have any questions concerning this invoice, please contact:

Sray Chitrakar