

BUYERS AGENCY AGREEMENT

DATE OF AGREEMENT: _____

PARTIES:

AGENT: ENVISAGE PROPERTY PTY LIMITED

LICENCE NO: 20100078

ADDRESS: 5/3 Clare Mace Crescent, Berkeley Vale, NSW 2261

EMAIL: support@envisageproperty.com.au

CLIENT/S: (please include middle names for buying entity)

NAME/S: _____

ADDRESS: _____

EMAIL: _____

MOBILE: _____

PROPERTY CRITERIA: To complete if known

- Residential house Residential Apartment/Villa
 Townhouse

Preferred Suburbs: _____

Bedrooms: _____

Baths: _____

Parking: _____

Brief description: _____

PURPOSE:

- Primary place of residence Investment property Other:

PRICE RANGE: _____

OTHER DETAILS (IF KNOWN)

Solicitor/Conveyancer (name, email, phone):

Mortgage Broker Details (name, email, phone):

LVR with Lending if known (eg. 90%, 80%):

FEES: "All inclusive package" **Strategy fee (non-refundable):** 30% of chosen package (tick below)
Payable on signing.

	TOTAL COST (gst inc)	DEPOSIT
<input type="checkbox"/> STRATEGY PACKAGE: Strategy Only	\$3,300	\$3,300 pd in full on signing
FIRST HOME OWNERS: Guidance	\$6,000	\$6,000 pd in full on signing
PACKAGE 1: Strategy and Negotiation:	\$9,000	\$2,700
PACKAGE 2: All Inclusive Package:	\$16,000	\$4,800
PACKAGE 2: All Inclusive Package (2 Properties):	\$28,000	\$8,400
PACKAGE 3: Full Buyer's Agent + Coaching:	\$22,000	\$6,600

Please pay to ENVISAGE PROPERTY – DIRECT DEBIT:

Account Name: Envisage Property BSB: 062 659 Account No: 1041 7116

The parties hereto agree to be bound by the terms of this Buyers Agency Agreement:

[CLIENT]

Signature:

Witness Signature:

Name:

Witness Name:

Date:

Date:

Execution (ENVISAGE PROPERTY):

Executed for and on behalf of Envisage Property Pty Ltd ACN 641 926 374 pursuant to section 127 of the Corporations Act 2001 (Cth):

Signature:

Witness Signature:

Name:

Witness Name:

Date:

Date:

Office held:

Office held:

BUYER'S AGENCY AGREEMENT

TERMS AND CONDITIONS:

These terms and conditions form part of the Buyers' Agency Agreement between the Agent and the Client.

1. SERVICES

The parties agree that the Services to be provided by the Agent to the Client are:

- (a) identifying and recommending potential properties which meet the criteria provided by the Client;
- (b) providing the Client with a property analysis for potential properties;
- (c) negotiating on behalf of the Client for the purchase of properties, in accordance with the Client's instructions;
- (d) bidding on behalf of the Client at the auction of a potential property approved by the Client;
- (e) attending a pre-settlement inspection of the property if requested by the Client.

2. TERM

In consideration of the Agent promising to use its reasonable endeavours, the Client grants the Agent the exclusive right to act on behalf of the Client to purchase a property for a period of twelve (12) months from the date of this Agreement.

3. PAYMENT OF FEES

Sign Up Fee

- (a) The Sign Up Fee is payable by the Client on the signing of this Agreement, and is non-refundable.

Balance of Fees

- (b) The balance of the Fees are payable by the Client upon:
 - (i) the Client or an associate or related party of the Client entering into a Contract for the purchase of any property;
 - (ii) the Client or an associate or related party of the Client entering into an option to purchase any property;
 - (iii) the Client or an associate or related party of the Client entering into an agreement to buy shares in a company that owns any

property, or becoming the legal or beneficial owner of the shares; or

(iv) the Client or an associate or related party of the Client becoming the legal or beneficial owner of any property, by any other means.

- (c) The balance of the fees are payable irrespective of whether the property is completed.

Negotiation/auction bidding fee (only applicable after 5 auctions)

- (d) The Fees are payable by the Client at:
 - (i) the conclusion of each auction the Agent attends at the request of the Client, whether or not the Client is the successful buyer; and
 - (ii) the conclusion of negotiations for any property, whether or not the Client is the successful purchaser.

4. GST

If GST is payable on any supply made under this Agreement, the Client will pay to the Agent an amount equal to the GST payable on the supply at the same time that the consideration for the supply is to be provided under this Agreement.

5. TERMINATION

The Agent is entitled to terminate this Agreement by written notice at any time if the Client:

- (a) fails to give the Agent proper instruction;
- (b) breaches this Agreement; or
- (c) fails to pay an invoice within seven (7) days of the date of the invoice.

6. CLIENT'S OBLIGATION

The Client agrees:

- (a) to pay all invoices rendered by the Agent within seven (7) days of the date of the invoice;
- (b) to give the Agent timely directions, instructions, decisions and information sufficient to define the Services required, and facilitate the provision of the Services by the Agent; and
- (c) to treat as confidential information, except as required by law, information provided by the Agent.

7. LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law:
- (i) all implied conditions, warranties and undertakings are expressly excluded from this Agreement;
- (ii) the liability of the Agent under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise will not exceed the Fees paid by the Client to the Agent under this Agreement.
- (b) The Client acknowledges that all advice provided by the Agent is general in nature and does not form legal advice, building advice, financial advice, town planning or other professional advice. The Client must carry out its own due diligence in relation to the property and seek its own professional advice.
- (c) In the event that the Agent introduces the Client to third party service providers including solicitors, pest/building inspectors, finance brokers and other professionals, the Client acknowledges that it is required to enter into its own contractual relationship with the third party service provider and the Agent is not liable for any act or omission by the third party service provider.
- (d) The Agent discloses that the Agent is a related entity to Solvere Wealth Pty Ltd ACN 609 980 047 ("Solvere"). The Client acknowledges and agrees that any financial and investment advice obtained from Solvere is separate to, and distinct from the Client's relationship with the Agent pursuant to this Agreement.
- (e) This clause survives termination or completion of this Agreement.

8. GENERAL

Entire agreement

- (a) This Agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Agreement other than those expressly stated in it or necessarily implied by statute.

Severability

- (b) If a provision of this Agreement is invalid or unenforceable in a jurisdiction:
- (i) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (ii) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

- (c) No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Agreement will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Agreement.

Governing law and jurisdiction

- (d) This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of New South Wales.
- (e) The parties irrevocably agree that the Courts of New South Wales have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).

The parties hereto agree to the terms and conditions of this Agreement