

**THE ALBERTINE, TRIELLE AND PRINCE & PARADE – RENTAL GUARANTEE PROMOTION  
Terms and Conditions**

**Background to Promotion**

1. **Mirvac (Victoria) Pty Ltd** ABN 42 006 708 363 and **Mirvac (Docklands) Pty Ltd** of Level 8, 1 Southbank Boulevard Southbank VIC 3006 (**Mirvac** or the **Promoter**) recently introduced the Rental Guarantee Promotion for The Albertine, Trielle and Prince & Parade by Mirvac (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at **9.00am** on **Thursday 1<sup>st</sup> February 2024** and ends at **5.00pm** on **Tuesday 30<sup>th</sup> April 2024** unless extended by the Promoter (**Promotion Period**).
3. Under the Promotion, subject to these terms and conditions, Mirvac will provide a 5% rental guarantee for 24 months to Eligible Buyers who purchase selected one (1) or two (2) bedroom apartment, marked as eligible for this Promotion on the price list at The Albertine, Trielle or Prince & Parade by Mirvac (**Eligible Property**) subject to availability during the Promotion Period.
4. The following terms and conditions apply to the Promotion. By participating in the Promotion, Eligible Buyers agree to be bound by these terms and conditions.

**Promotion Terms and Conditions**

The Eligible Buyer will only be entitled to take part in the Promotion if the following terms and conditions are satisfied:

5. The Promotion is only open to natural persons over the age of 18 acting on their own behalf (**Eligible Buyer**). The Promotion is not open to businesses or corporations.
6. The Promotion is restricted to sales made directly through a Mirvac Sales Consultant.
7. The Promotion is only available to Eligible Buyers who enter into a Contract of Sale with Mirvac to purchase an Eligible Property and that Contract of Sale:
  - a. is entered into during the Promotion Period;
  - b. is unconditional; and
  - c. includes the Rental Guarantee Special Condition

**(Eligible Contract).**

8. If the Eligible Buyer (a) enters into the Eligible Contract during the Promotion Period, (b) settles the Eligible Contract by the settlement date required under the Eligible Contract and (c) complies with the Rental Guarantee Special Condition (including appointing RES by Mirvac as the leasing agent) then the Eligible Buyer will be entitled to
  - a. the Rental Guarantee; and
  - b. the Property Management Fee Rebate.
9. The Eligible Buyer acknowledges and agrees that the Eligible Buyer may be liable for other fees and charges payable to RES by Mirvac in the initial 24-month term of the agreement with RES by Mirvac other than the fees covered by the Property Management Fee Rebate.

10. The Eligible Buyer will not be entitled to receive any part of the Rental Guarantee Promotion if the Eligible Contract is terminated, the Eligible Buyer breaches these terms and conditions or any provisions of the Eligible Contract, or completion of the Eligible Contract occurs after the date for completion required under the Eligible Contract.
11. The Eligible Buyer's right to receive the benefit of the Rental Guarantee Promotion will be exclusive to the Eligible Buyer noted in the Eligible Contract and cannot be transferred to any other party (natural or legal entity).
12. The Eligible Buyer warrants that it must disclose these terms and conditions to the Lending Institution as soon as practicable after being provided with these Terms and Conditions by Mirvac. The Eligible Buyer indemnifies Mirvac and its related entities against all claims, damages, losses, liability or proceedings of any nature arising from any breach of this warranty.
13. As a condition of participating in the Promotion, the Eligible Buyer consents to Mirvac releasing information regarding these terms and conditions to the Lending Institution upon Mirvac receiving a request from the Lending Institution and without further reference to the Eligible Buyer.
14. In these terms and conditions, unless the context is otherwise provided, the following words are defined as follows:
  - a. **RES by Mirvac** means MLJV Pty Ltd ABN 40 874 371 742 trading as Real Estate Services by Mirvac.
  - a. **Rental Guarantee Promotion** means the following items which are subject to amendment by Mirvac and subject to the terms of the Eligible Contract;
    - i. Rental Guarantee
    - ii. Property Management Fee Rebate
  - b. **Lending Institution** means any lending institution providing finance to the Eligible Buyer to assist with the purchase of the Property.
  - c. **Mirvac Sales Consultant** means a Mirvac in-house real estate sales agent and excludes any external or conjunction real estate sales agents.
  - d. **Rental Guarantee** means a rental guarantee in the form of and on the terms set out in the Rental Guarantee Special Condition.
  - e. **Rental Guarantee Special Condition** means a special condition in substantially the same form as Annexure A or on such other terms as Mirvac and the Eligible Buyer may agree.
  - f. **Property Management Fee Rebate** means a rebate on the initial leasing fee, advertising fee and management fee payable by the Eligible Buyer under the agreement with RES by Mirvac for the 24-month period of the Rental Guarantee which will be paid directly to RES by Mirvac.

### Further Terms and Conditions of Promotion

The following additional terms and conditions also apply to the Promotion:

15. The Eligible Buyer acknowledges and agrees that the Promotion is non-transferrable, non-refundable and cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Promotion are the sole responsibility of the Eligible Buyer.
16. The Eligible Buyer must disclose the contents of this Promotion to any lending institution providing finance to the Buyer to assist with the purchase of the Property.
17. The Eligible Buyer forfeits all rights to receiving or participating in the Promotion if the Eligible Buyer does not comply with any of these terms and conditions or any term or condition under the Contract.
18. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
19. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer for any indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's participation in this Promotion.
20. Prior to an Eligible Buyer's entry into the Contract, Mirvac may, acting reasonably, cancel, terminate, modify, extend or suspend the Promotion at any time by notice published on The Albertine, Trielle or Prince & Parade website.
21. If there is any inconsistency between these terms and conditions and the provisions of the Eligible Contract entered into by a person participating in the Promotion, the provisions of the Eligible Contract will prevail.
22. These terms and conditions are governed by the laws of Victoria.

### Privacy Collection Statement

1. The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third parties agents and services providers. Mirvac also uses your personal information for related purposes including to request your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.
2. Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business in countries including, but not limited to, the United States of America, the Philippines, Japan and United Kingdom.
3. The Mirvac Group Privacy Policy (available on [www.mirvac.com](http://www.mirvac.com)) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. You can also contact our Mirvac Privacy Officer using the following details: Phone: (02) 9080 8000; Email: [privacy@mirvac.com](mailto:privacy@mirvac.com); and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.

By participating in the Promotion, you agree to Mirvac using your personal information to promote its products and services. If you no longer wish to receive promotional information from Mirvac, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to Mirvac.

ANNEXURE A

ADDITIONAL SPECIAL CONDITION 1 - RENTAL GUARANTEE

Lot «LotNumber»

**1 Rental Guarantee and Property Management Fee Rebate**

**1.1 Definitions**

In this Additional Special Condition 1:

- (a) **Approved Leasing Agent** means MLJV Pty Ltd ABN 40 874 371 742 trading as Real Estate Services by Mirvac.
- (b) **Quarterly Period** means any of the following periods as the context requires:
  - (i) the period commencing 1 January and ending 31 March of a calendar year;
  - (ii) the period commencing 1 April and ending 30 June of a calendar year;
  - (iii) the period commencing 1 July and ending 30 September of a calendar year;
  - (iv) the period commencing 1 October and ending 31 December of a calendar year;
- (c) **Guarantee Amount** means the guarantee amount specified in Item 1 of **Schedule 1**.
- (d) **Guarantee Period** means the guarantee period specified in Item 2 of **Schedule 1**.
- (e) **Guaranteed Return** means:
  - (i) from commencement of the Guarantee Period to the commencement of the Tenancy Agreement, the Guarantee Amount; and
  - (ii) from commencement of the Tenancy Agreement to the expiry of the Guarantee Period or the earlier termination of the Tenancy Agreement, an amount equal to the Guarantee Amount less the Rental Return (so that if the Rental Return is equal to or exceeds the Guarantee Amount, the Guaranteed Return payable is nil).
- (f) **Law** includes Acts, Ordinances, regulations, by-laws, orders, rules, subordinate legislation, awards and proclamations, approvals, certificates, licences, consents, permits.
- (g) **Lending Institution** means any lending institution providing finance to the Purchaser to assist with the purchase of the Property.
- (h) **Managing Agency Agreement** means the agreement between the Purchaser and the Approved Leasing Agent entered into in accordance with this Additional Special Condition 1.
- (i) **Payment Schedule** means a payment schedule setting out:
  - (i) all amounts paid by the Vendor to the Purchaser from the Settlement Date;

- (ii) the Rental Return payable from the commencement of the Tenancy Agreement; and
  - (iii) each instalment of the Guaranteed Return (calculated on a daily basis from the Settlement Date) payable by the Vendor quarterly and the timing for those payments.
- (j) **Property Management Fee Rebate** means a rebate on:
- (i) the initial leasing fee equal to 1.5 weeks rent plus GST, payable following execution of a Tenancy Agreement and handover of possession of the Property to a Tenant;
  - (ii) advertising fee of \$374 incl GST following execution of a Tenancy Agreement and handover of possession of the Property to a Tenant; and
  - (iii) management fee of 5.5% incl GST of all rent collected from the Property
- payable by the Purchaser to the Approved Leasing Agent for the first 24-month period of the Managing Agency Agreement.
- (k) **Related Bodies Corporate** has the meaning given to that term in the Corporations Act 2001 (Cth).
- (l) **Rental Guarantee Provisions** means the conditions set out in this Additional Special Condition 1.
- (m) **Rental Return** means the monthly rental amount payable by the Tenant under the Tenancy Agreement (i.e. gross rent), without any deduction for fees, costs, charges, outgoings or any other expenses of any nature whatsoever.
- (n) **Settlement Date** means the due date for settlement specified in the particulars of sale to this Contract.
- (o) **Tenancy Agreement** means a residential lease of the Property.
- (p) **Tenant** means a tenant under a Tenancy Agreement.

## 1.2 Rental Guarantee and Property Management Fee Rebate

- (a) The Vendor agrees to provide the Purchaser a rental guarantee and the Property Management Fee Rebate in accordance with the terms of this Additional Special Condition 1.
- (b) Despite anything else in this Contract and without limiting the Vendor's other rights and remedies, the Purchaser has no right to, and cannot compel the Vendor or any other party to provide the rental guarantee or the Property Management Fee Rebate if:
  - (i) this Contract is terminated;
  - (ii) the Purchaser is in default under this Contract or has failed to comply with all the terms and conditions of this Contract; or
  - (iii) settlement of this Contract occurs after the Settlement Date.
- (c) The Purchaser acknowledges and agrees that the Purchaser may be liable for other fees and charges payable to the Approved Leasing Agent in the initial 24 months term of the Managing Agency Agreement other than the fees covered by the Property Management Fee Rebate. Subject to this Additional Special Condition 1.2(c), the Property Management Fee Rebate is the Vendor's sole liability in respect of the Managing Agency Agreement.

**1.3 Guaranteed Return**

- (a) Subject to the Purchaser complying with the Rental Guarantee Provisions, if the Purchaser completes this Contract by the Settlement Date, the Vendor will pay to the Purchaser, the Guaranteed Return during the Guarantee Period as described in Additional Special Condition **1.5**.
- (b) If settlement is extended beyond the Settlement Date, whether at the request of or due to the default of the Purchaser, the Vendor is not obliged to provide the Guaranteed Return to the Purchaser, but the Vendor may do so in the Vendor's absolute discretion.

**1.4 Appointment of Leasing Agent and Tenancy Agreement**

- (a) On the execution of this Contract, the Purchaser must execute the form of Managing Agency Agreement at **Schedule 2**.
- (b) The Vendor must procure the Approved Leasing Agent to execute the Managing Agency Agreement signed by the Purchaser pursuant to Additional Special Condition **1.4(a)** within a reasonable period after the Day of Sale and in any event prior to settlement. The Vendor must serve a copy of the Managing Agency Agreement duly executed by the Approved Leasing Agent.
- (c) Despite anything else in this Contract, if:
  - (i) the Purchaser does not execute the Managing Agency Agreement as required by Additional Special Condition **1.4(a)**; or
  - (ii) the Managing Agency Agreement is terminated, rescinded or otherwise comes to an end prior to expiry of the Guarantee Period,

then the Purchaser has no right to, and cannot compel the Vendor or any other party to, provide the rental guarantee or the Property Management Fee Rebate.

- (d) The Vendor agrees that the Approved Leasing Agent may advertise the Property for lease prior to settlement.
- (e) The Purchaser must:
  - (i) do all things reasonably required to enter into a Tenancy Agreement with effect from the Settlement Date, or as soon as possible after the Settlement Date;
  - (ii) enter into a Tenancy Agreement with a tenant proposed by the Approved Leasing Agent at a reasonable rent, which rent may be less than or greater than the Guarantee Amount, unless there are compelling reasons not to accept the proposed tenant; and
  - (iii) provide the Vendor with any information reasonably requested by the Vendor in relation to the leasing of the Property and authorise the Vendor to obtain any information from the Approved Leasing Agent.
- (f) During the Guarantee Period, the Purchaser must instruct the Approved Leasing Agent to provide to the Vendor:
  - (i) no later than 7 days after the end of each monthly period of the Tenancy Agreement, a statement setting out the rent paid by the Tenant under the Tenancy Agreement for the preceding month, or
  - (ii) where a Tenancy Agreement has not been entered into, a monthly report no later than 7 days after the end of the preceding month setting out information regarding potential

tenants presented by the Approved Leasing Agent to the Purchaser during the preceding month, including but not limited to:

- (A) a summary of the rental history of any potential tenants;
  - (B) the rent any potential tenants were prepared to pay;
  - (C) the length of any lease the potential tenants were prepared to enter into; and
  - (D) the disclosure of the reason why the proposed tenants have not been accepted by the Purchaser.
- (g) The Vendor is not required to pay the Guaranteed Return to the Purchaser or provide the Property Management Fee Rebate and all of the Vendor's obligations under these Rental Guarantee Provisions will cease if:
- (i) the Vendor does not receive the statement referred to in **Additional Special Condition 1.4(f)** of these Rental Guarantee Provisions as and when required by the Rental Guarantee Provisions due to the actions or instructions of the Purchaser;
  - (ii) the Tenancy Agreement terminates, due to a breach or default of the Purchaser under the Tenancy Agreement, prior to the expiry date of the Tenancy Agreement; or
  - (iii) in the Vendor's reasonable opinion, the Purchaser:
    - (A) is acting unreasonably in accepting or rejecting a proposed tenant or is unreasonable in its requirements in selecting a tenant, including without limitation the rent requested for the Property having regard to the market rent for the Property; or
    - (B) delays in appointing the Approved Leasing Agent or causes or contributes to a delay in securing a tenant,
  - (iv) the Tenant fails to pay the Rental Return when it is due and payable; or
  - (v) there is a reduction in the Rental Return received by the Purchaser because of any Law.
- (h) The Vendor may enter into a Tenancy Agreement prior to the Settlement Date to commence on the date following the Settlement Date.
- (i) For the avoidance of doubt, in no circumstances will the Vendor be required to pay the Guarantee Amount to the Purchaser prior to settlement.
  - (j) If a Tenant under a Tenancy Agreement refuses to pay any rent or claims a set-off for any liability of the Purchaser to the Tenant because of breach by the Purchaser of the terms of the Tenancy Agreement, the Guarantee Amount is reduced by the amount the Tenant is entitled to refuse to pay or claim as a set-off.

## 1.5 Payments

- (a) All payments of the Guaranteed Return to be made by the Vendor to the Purchaser under these Rental Guarantee Provisions must be paid into an account nominated by the Purchaser in writing.
- (b) From the date 14 days after the Settlement Date to the commencement of the Tenancy Agreement, the Vendor must pay to the Purchaser the Guaranteed Return, in arrears with the first payment due within 10 Business Days at the end of the Quarterly Period in which the Settlement Date falls, and quarterly thereafter within 10 Business Days after the end of each Quarterly Period.
- (c) Upon a Tenancy Agreement being entered into with a tenant:



- (i) the Vendor will prepare a Payment Schedule and provide the Payment Schedule to the Purchaser; and
  - (ii) subject to Additional Special Conditions **1.4 (g)** and **(h)**, from the commencement of the Tenancy Agreement to the expiry of the Guarantee Period or the earlier termination of the Tenancy Agreement, the Vendor must pay to the Purchaser the Guaranteed Return in instalments and by each date set out in the Payment Schedule.
- (d) The Purchaser is responsible for payment of all costs, fees, charges, expenses and outgoings of any nature relating to the ownership or leasing of the Property.

**1.6 Property unavailable for use**

If at any time during the Guarantee Period for any reason it is not possible for the Property to be occupied or offered for lease under a Tenancy Agreement due to, including but not limited to, renovation works or destruction or damage to the Property, or where the Property is occupied other than under a Tenancy Agreement, the Purchaser is not entitled to receive the Guaranteed Return until it becomes possible for the Property to be occupied or offered for lease.

**1.7 Rights exclusive to Purchaser**

- (a) The Purchaser's right to receive the Guaranteed Return under these Rental Guarantee Provisions cannot be transferred to any other party.
- (b) If the Purchaser sells the Property prior to the expiration of the Guarantee Period, the Purchaser's right to receive the Guaranteed Return will terminate on the Settlement Date and may not be assigned or otherwise transferred to the incoming Purchaser of the Property or any other party.

**1.8 Method of provisions of the Property Management Fee Rebate**

Subject to the Purchaser complying with these Rental Guarantee Provisions, the Vendor must provide the Property Management Fee Rebate directly to the Approved Leasing Agent.

**1.9 Disclosure of Rental Guarantee and Property Management Fee Rebate**

- (a) The Purchaser represents and warrants to the Vendor that it will provide a copy of these Rental Guarantee Provisions to the Lending Institution as soon as practicable after being provided with these Rental Guarantee Provisions by the Vendor. The Purchaser indemnifies the Vendor and the Vendor's Related Bodies Corporate against all claims, damages, losses, liabilities or proceedings of any nature arising from any breach of the warranty in this Additional Special Condition **1.9**.
- (b) The Purchaser consents to the Vendor releasing information regarding these Rental Guarantee Provisions to the Lending Institution upon the Vendor receiving a request from the Lending Institution and without further reference to the Purchaser.

**1.10 Landlord's insurance**

- (a) The Purchaser must during the Guarantee Period, effect and maintain a landlord's insurance policy in respect of the property which covers:
  - (i) failure of a Tenant to pay rent in accordance with a Tenancy Agreement; and
  - (ii) damage caused to the property by a Tenant.



- (b) Despite anything else in this Contract, if, the Purchaser does not effect and maintain a landlord's insurance policy as required by Additional Special **1.10(a)** then the Purchaser has no right to, and cannot compel the Vendor or any other party to, provide the rental guarantee.

**1.11 Confidentiality**

The Purchaser:

- (a) agrees that the negotiations of the parties relating to the transaction contemplated by this Contract and the subject matter and terms and existence of this Contract must be kept confidential and may only be disclosed by the Purchaser as required by law or to its professional advisers on the condition that they agree to be bound by the terms of this clause;
- (b) acknowledges that damages will not be a sufficient remedy for any breach by the Purchaser of this Additional Special Condition and that the Vendor will be entitled to injunctive relief in respect of any actual or threatened breach of this Additional Special Condition by the Purchaser; and
- (c) indemnifies the Vendor against all claims, damages, losses or expenses incurred directly or indirectly as a consequence of any breach of this clause by the Purchaser.

**1.12 No merger**

This Additional Special Condition does not merge on completion or on the transfer of the Property. .

I/WE CONFIRM THE  
DETAILS ON THIS  
PAGE ARE CORRECT

## Schedule 1

1 Guarantee Amount	<p>\$«GuarenteeAmt» per month (inclusive of GST, if any)  <i>(insert amount)</i></p> <p><i>*The above amount is to be calculated as follows:</i></p> <p>GA = (P x 5%) /12  GA = Guarantee Amount  P = Price as specified in the Particulars of Sale</p>
2 Guarantee Period	<p>A period of 24 months commencing on the earlier of:</p> <ul style="list-style-type: none"> <li>a) the date 14 days after the Settlement Date;</li> <li>b) the date on which a Tenancy Agreement is entered into; and</li> <li>c) where a Tenancy Agreement is entered into prior to settlement, the Settlement Date.</li> </ul>

I/WE CONFIRM THE  
DETAILS ON THIS  
PAGE ARE CORRECT

**Schedule 2**

**Managing Agency Agreement**

MLJV Pty Ltd  
Trading As  
Real Estate  
Services By  
Mirvac

62 River Esplanade,

Docklands, VIC 3008

P: 03 9645 1199

ABN: 40 874 371 742



# Leasing & Management Authority

For Project Name:

TBA

This agreement is between **MLJV Pty Ltd Trading As Real Estate Services By Mirvac**

and **TBA.**

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## ESSENTIAL PARTICULARS

### Agent: (Us)

**MLJV Pty Ltd Trading As Real Estate Services By Mirvac**

**62 River Esplanade Docklands, VIC 3008**

Email: **matthew.mathews@mirvac.com**

Company: **MLJV Pty Ltd Trading As Real  
Estate Services By Mirvac**

ABN: **40 874 371 742**

ACN: **616 029 595**

Work Phone: **03 9645 1199**

Mobile: **0418266590**

### Client: (You)

**TBA**

Email: \_\_\_\_\_

Company: \_\_\_\_\_

ABN: \_\_\_\_\_

ACN: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

### Property:

**Exclusive Leasing Period:** 60 days

**Continuing Leasing Period:** 60 days after expiry of the Exclusive Period

**Fixed Management Period:** n/a

**Rent:** \_\_\_\_\_ \$ per week

**Security Bond:** \$ \_\_\_\_\_ (1.0 month rent)

**Services:** Refer to attached 'Schedule of Services'

**Fees:** Refer to attached 'Schedule of Fees'

**Urgent Repair Limit:** MLJV Pty Ltd Trading As Real Estate Services By Mirvac is authorised to undertake urgent repairs up to \$ 2500.00 - refer Clause 16.



## Agreement

The client appoints MLJV Pty Ltd Trading As Real Estate Services By Mirvac to perform the Services in respect of the Property in exchange for payment of the Fees and Charges incurred during the term of this Authority subject to the conditions attached to this Authority and MLJV Pty Ltd Trading As Real Estate Services By Mirvac accepts that or any other fees and charges as may be agreed between the Client and Agent at any given time.

The Client verifies, warrants and confirms that:

- a. the Client has the authority to enter into this Authority;
- b. the Client is the legal owner of the Property and all owners are listed above as the Client including to disclose any trustee capacity and trust particulars where relevant;
- c. there are no other existing letting or managing Authorities in respect of the Property;
- d. in accordance with section 49A(1)(b) of the *Estate Agents Act 1980*, prior to signing this Authority the Client was advised by MLJV Pty Ltd Trading As Real Estate Services By Mirvac that Agent's Fees and Charges were subject to negotiation;
- e. the Client received at the time of signing a signed copy of this Authority;
- f. the client has had the opportunity to obtain legal and other professional advice with respect to this Authority;
- g. where commission sharing is applicable as indicated in the Agents Fees and Charges and clauses 2.6 and 15, the Client acknowledges, prior to signing this Authority, having received a notice of commission sharing in accordance with section 48 of the *Estate Agents Act 1980*; and
- h. where the Client is a proprietary company, MLJV Pty Ltd Trading As Real Estate Services By Mirvac may require the directors of such company to provide personal guarantees guaranteeing the company's performance under this Authority.

### Signatures

*This Authority should be signed, and a copy retained, by the Client prior to signing a Residential Rental Agreement in respect of the Property.*

*By signing below the parties acknowledge and confirm they have read and understood this Authority and agree to be bound by it.*

### Client Signature(s)

Rental Provider :

purchaser name	print name of person signing	state nature of authority if applicable	signature	date
«Purchaser1.Name»				

<b>«Purchaser2.Name»</b>				
<b>«Purchaser3.Name»</b>				
<b>«Purchaser4.Name»</b>				

**Note:** Where signed by the Client's authorised representative or the Client is a corporation, evidence of authority to sign must be provided.

**Agent Signature(s)**

Property Manager : **MLJV Pty Ltd Trading As Real Estate Services By Mirvac**



13 October 2023

Sign here: \_\_\_\_\_

Date: \_\_\_\_\_

**Important**

MLJV Pty Ltd Trading As Real Estate Services By Mirvac must give the Client a signed copy of this Authority when it is signed by the Client.

- MLJV Pty Ltd Trading As Real Estate Services By Mirvac must complete the details of the Services and the Fees and Charges before this Authority is signed.

- ◆ The attached Conditions form part of this Authority

**Agent's Fee Schedule**

These fees are based on a rent of \$1 per week.

**Leasing Fee** *(to initial renter or new renter)*

\_\_\_\_\_ % including GST of the \*Average Annual Rental.

or **calculated as follows:**

1.65 weeks rental including GST

**Estimated Fee:** \$1.65 including GST \$0.15 on leasing at \$4 per calendar month

**Re-Leasing Fee** *(to existing renter in possession)*

1.10% including GST of the \*Average Annual Rental.

or **calculated as follows:**

**Estimated Fee:** \$0.53 including GST \$0.05 on leasing at \$4 per calendar month

**Managing Fee**

5.50% including GST of the \*Average Annual Rental.

or **calculated as follows:**

**Estimated Fee:** \$0.22 per calendar month including GST \$0.02 on leasing at \$4 per calendar month

**Marketing Expenses**

Refer to schedules of Marketing Expenses and Managing Expenses attached.

The Client acknowledges having been informed by MLJV Pty Ltd Trading As Real Estate Services By Mirvac, before signing this Authority that MLJV Pty Ltd Trading As Real Estate Services By Mirvac's Fees and the Marketing Expenses are subject to negotiation.

**Commission sharing**

Will MLJV Pty Ltd Trading As Real Estate Services By Mirvac's commission be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with MLJV Pty Ltd Trading As Real Estate Services By Mirvac)?

Yes  No (Important – if "Yes", see clause 15).

**Rebate Statement**

*(This statement must be incorporated within the Authority in the approved form – section 49A(1)(c) Estate Agents Act 1980)*

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an agent to keep any rebate they receive for advertising or other outgoings purchased by an agent on your behalf.

Section 48A of the Estate Agents Act 1980 requires the Agent to immediately pay you any rebate they receive in relation

to the sale management or leasing of your property. An agent is not entitled to retain any rebate and must not charge you an amount for any expenses that is more than the cost of those expenses.

MLJV Pty Ltd Trading As Real Estate Services By Mirvac will not be, or is not likely to be, entitled to any rebates

MLJV Pty Ltd Trading As Real Estate Services By Mirvac will be, or is likely to be, entitled to rebates List of

Rebates:

- any outgoings; or
- any pre-payments made by the Client in respect of any intended expenditure by MLJV Pty Ltd Trading As Real Estate Services By Mirvac on the Client's behalf; or
- any payments made by the Client to another person in respect of the work.

Goods/services to which rebate relates	Name of person or organisation providing rebate	Amount (including GST) (if amount not known, provide an estimate)
Utilities / Insurance	MyConnect / EBM / Terri Scheer	



## SCHEDULE OF AGENT FEES

### Marketing (please select)

Internet Premium Marketing	\$ 374.00 incl. GST		
Apartment Professional Photograph   5 photos	\$ 149.00 incl. GST	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Apartment Professional Photography   5 photos + floorplan	\$ 199.00 incl. GST	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Townhouse Professional Photography   10 photos + floorplan	\$ 260.00 incl. GST	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Advertising Board	\$ 154.00 incl. GST	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**Please note: Marketing fee are subject to provide change without notice**

### Financial Statements

Monthly Statement via Email	\$ 4.95 incl. GST
End of Financial Year Statement	\$ 22.00 incl. GST per annum

### Tribunal Fees (if required)

Applications under \$15,000	\$ 88.00 incl. GST
Warrant of Possession	\$ 176.00 incl. GST
Preparation & Attendance Fee	\$ 220.00 incl. GST
Adjournment of Hearing	\$ 88.00 incl. GST
Car Parking	At Cost

**Please note: Tribunal fees are subject to market changes and notices and applications must be served by registered post.**

### Additional Fees

Administration & Tech Fee	Complimentary
National Tenancy Database Check (Per Application)	\$ 16.50 incl. GST

Registered Post \$ 12.00 incl. GST

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Annual Smoke Alarm Maintenance \$ 99.00 incl. GST

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Gas Safety Check (Serviced Every 2  
Years) \$ 383.90 incl. GST

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Electrical Safety Check (Serviced Every 2  
Years)

\$ 295.90 incl. GST

Condition Report Photos

Free

Manage Insurance Claim on behalf of  
Rental Provider

\$ 220.00 incl. GST

Key Cutting

At Cost

**Supervision of capital improvements over the value of \$2,000 will incur a fee of 11% incl. GST of the total works invoiced.**

### Client Signature(s)

Rental Provider : **TBA**

<b>purchaser name</b>	<b>print name of person signing</b>	<b>state nature of authority if applicable</b>	<b>signature</b>	<b>date</b>
<b>«Purchaser1.Name»</b>				
<b>«Purchaser2.Name»</b>				
<b>«Purchaser3.Name»</b>				
<b>«Purchaser4.Name»</b>				

*MLJV Pty Ltd Trading As Real Estate Services By Mirvac reserves the right to increase fees from time to time in accordance with movements in market prices.*

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## AGENT SERVICES

### LEASING & MANAGING YOUR PROPERTY

MLJV Pty Ltd Trading As Real Estate Services By Mirvac agrees to perform the Agent Services for the Client in exchange for the Agent Fees identified in this Authority.

#### Appraisal of your property

Inspect the Property and provide a written rental market appraisal and recommend any improvements to enhance value and attract the best Renter.

#### Marketing of Your Property for Lease

- Marketing of the Property on at least the following internet sites:
  - [www.realestate.com.au](http://www.realestate.com.au) [www.domain.com.au](http://www.domain.com.au)
- Marketing of the Property on the MLJV Pty Ltd Trading As Real Estate Services By Mirvac Rental List displayed in MLJV Pty Ltd Trading As Real Estate Services By Mirvac offices and provide to prospective Renters and corporate relocation agencies.
- Conducting advertised "open for inspections" as necessary.
- Conducting private appointments with prospective Renters as required.
- Recommend ways to maximise the appeal of the Property to prospective Renters.
- Arrange preparation/display of "for Lease" signs.
- Promote the Property to the database of prospective Renters maintained by MLJV Pty Ltd Trading As Real Estate Services By Mirvac.
- Provide regular reports on prospective Renter interest.

#### Renter Selection

- Obtaining a fully completed tenancy application form from all interested parties.
- Processing and reference checking of all applications to verify details including past/present tenancy references and employment history. Including full tenancy database search to establish each prospective Renter's suitability, if indicated on Schedule of Agent Fees.
- Submit prospective Renter offers and recommendations.

#### *Leasing & Management Authority*

- Renter selection in consultation with the Client and negotiation of favourable Residential Rental Agreement terms, rent levels and special conditions if required with both the Client and the Renter.
- Brief the Renter on obligations under the Residential Rental Agreement and obtaining first month's rent and bond to secure the Property.
- Prepare any required Condition Report at the start of the Residential Rental Agreement.
- Take digital photographs and/or video of the Property indicating location of smoke alarms and other features requiring regular inspection.

#### Preparation of Documentation

- Preparation of Residential Rental Agreement documentation or providing details for the advisors to the Client to prepare and adding special conditions if required.
- Condition Report and internal & external photographs documenting the condition on commencement of the Residential Rental Agreement.
- Preparation of any applicable Residential Tenancies Bond Lodgement Form (bond monies to be lodged with the RTBA within 10 days).
- Provide the Renter with a statement in writing advising after hours emergency contact numbers for urgent repairs and the authorised urgent repair limit as required by the Residential Tenancies Act (if applicable).

#### Managing Your Property

- Collect monthly Rent and provide the Client with monthly statement/tax invoice (by email or mail) detailing all income & expenditure and electronically depositing funds into nominated accounts. Payments of GST to Australian Tax Office as required. Email statements preferred.
- Pay all regular and authorised outgoings from Rent including rates, water, Owners Corporation, regular garden maintenance, etc.
- Arrange for appropriate contractors to carry out periodic inspections on behalf of the Client.
- Arrange necessary repairs, maintenance and quotes using qualified and experienced tradespeople. Alternatively use tradespeople nominated by the Client. MLJV Pty Ltd Trading As Real Estate Services By Mirvac will only pay tradespeople who supply a valid ABN and Insurance.

- Conduct regular routine inspections of the Property each year and provide a report in writing in any form on the cleanliness, presentation and recommended immediate and future maintenance required on the Property.
- Notify the Client of any breach of the Residential Rental Agreement or any significant damage/accident to the Property.
- Negotiation of Residential Rental Agreement renewals and serving rent increase documentation for any existing Residential Rental Agreement.
- Careful management of any rental arrears and service of any applicable VCAT notices within required time frame or as instructed by the Client.
- Complete all documentation pertaining to a change of the Renter during the course of a Residential Rental Agreement.
- Providing end of financial year statement detailing total revenue and expenses.

### **Finalising the Residential Rental Agreement**

- Conducting final inspection to ensure the Property is in an acceptable condition as reflected by any applicable Condition Report with exception of normal "fair wear and tear" in accordance with the Residential Tenancies Act or Retail Leases Act (if applicable).
- Complete and lodge any applicable Bond claim form where both parties have agreed on disbursement.
  - If a dispute arises in bond allocation at the end of the Residential Rental Agreement MLJV Pty Ltd Trading As Real Estate Services By Mirvac will prepare all applicable tribunal documentation and representation on behalf of the Client at Victorian & Civil Administrative Tribunal if required.

### **Disclaimer**

- The Client acknowledges and agrees that MLJV Pty Ltd Trading As Real Estate Services By Mirvac is entitled to rely on the accuracy and completeness of all information provided by the Client or the advisors to the Client relating to the Property. MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not be obliged to check or verify the accuracy or completeness of any information provided by the Client or on behalf of the Client.
- While MLJV Pty Ltd Trading As Real Estate Services By Mirvac will perform and provide the

Agent Services with reasonable professional skill and care MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not be liable to the Client or any third party for any inaccurate or incomplete information particulars or documents provided by or in relation to any Renter.

- Unless MLJV Pty Ltd Trading As Real Estate Services By Mirvac is given notice of any Hazardous Condition in the Property MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not be liable to the Client or any Renter or any third party for any loss or damage to property or personal injury arising from or related to the Hazardous Condition.
- This Authority authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to act as an agent on behalf of the Client. As such the Client shall remain vicariously liable for any act matter or thing done or omitted to be done by MLJV Pty Ltd Trading As Real Estate Services By Mirvac while acting on behalf of the Client pursuant to this Authority.
- The Client indemnifies and holds harmless MLJV Pty Ltd Trading As Real Estate Services By Mirvac and shall keep MLJV Pty Ltd Trading As Real Estate Services By Mirvac indemnified against any loss damage or personal injury incurred by any Renter or third party arising from the Residential Rental Agreement use or enjoyment of the Property except to the extent that such loss damage or injury is caused by any act neglect or default on the part of MLJV Pty Ltd Trading As Real Estate Services By Mirvac pursuant to the duties and obligations imposed on MLJV Pty Ltd Trading As Real Estate Services By Mirvac by this Authority.

## AGREEMENT

### 1. Our Commitment and services

1.1 **Agent Services** - MLJV Pty Ltd Trading As Real Estate Services By Mirvac will perform and provide the Agent Services:

1.1.1 With reasonable professional skill and care and in good faith with regard to interest of the Client in the Property.

1.1.2 With the diligence expected of a professional estate agent.

1.1.3 In compliance with all applicable laws, good estate management and Professional Conduct Rules of Real Estate Institute of Victoria.

1.1.4 In accord with any deadline or timing reasonably required by the Client.

MLJV Pty Ltd Trading As Real Estate Services By Mirvac warrants that it is a member of the Real Estate institute of Victoria.

1.2 **Other Advisors** - MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall co- operate with any other professional advisors instructed by the Client in relation to the Property whose names have been notified to MLJV Pty Ltd Trading As Real Estate Services By Mirvac and supply to them promptly at the reasonable expense of the Client all such information concerning the Property as they shall reasonably request.

### 1.3 Letting services

Where the Client authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to let or re-let the Property, unless otherwise instructed by the Client or excluded under the terms of this Authority, MLJV Pty Ltd Trading As Real Estate Services By Mirvac will during the term of this Authority:

(a) provide to the Client estimates of potential rental income and advice on ways to maximise the Property's appeal to achieve such potential, but otherwise follow the Client's instruction in respect of actual rental to be applied in any Residential Rental Agreement;

(b) market the Property as required to achieve letting of the Property, such as marketing arrangements to be agreed to by the parties;

(c) be responsible for locating and introducing to the client suitable

prospective renters based on agreed established criteria so as to enable the Client to make an informed decision as to the suitability of prospective renters;

(d) conduct Property inspections with potential renters;

(e) check the suitability of prospective renters utilising appropriate residential tenancy databases where necessary;

(f) negotiate, finalise, and where necessary execute on behalf of the Client, any Residential Rental Agreement or amendments or variations thereto, including any other documents in relation to a Residential Rental Agreement authorised by this Authority or otherwise agreed to in writing by the Client;

(g) prepare and provide to the Client any inspections required under relevant legislation.

### 1.4 Management services

Where the Client authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to manage the Property as indicated by the terms of this Authority, unless otherwise instructed by the Client or excluded under the terms of this Authority, MLJV Pty Ltd Trading As Real Estate Services By Mirvac will during the term of this Authority:

(a) Collect and receive all monies payable in accordance with any Residential Rental Agreement (rent, bond, and otherwise) with respect to the Property;

(b) Lodge bond forms as required with the RTBA and prepare and serve any notices required to be served on a renter in respect of their Residential Rental Agreement, whether as required by relevant legislation or otherwise;

(c) Conduct and arrange periodic property inspections and other inspections as may be required under this Authority and relevant legislation or as otherwise requested by the Client;

(d) In respect of repairs and maintenance:  
i. Advise the Client of any defect, damage or want of repair to the Property of which MLJV Pty Ltd Trading As Real Estate Services By Mirvac is informed or becomes otherwise aware;

- ii. Initiate and pay for maintenance, services and repairs on the Property, enlisting licensed and/or qualified tradespeople where required without first seeking permission from the Client up to a maximum expenditure:
  - A. of \$300 for non-urgent repairs; and
  - B. up to a sum of not more than \$2,500 for urgent repairs.
- iii. obtain the Client's written approval before ordering maintenance, services or repairs if the cost of the maintenance, services or repairs is more than the allowable maximum expenditure as set out in clause 1.4(d)(ii).
- iv. In cases where urgent repairs (as defined in the Residential Tenancies Act 1997) are required:
  - A. immediately initiate repairs up to the maximum expenditure as set out in clause 1.4(d)(ii); and
  - B. where such repairs exceed the maximum expenditure as set out in clause 1.4(d)(ii), immediately contact the Client or other designated contact for further instruction;
- v. take reasonable steps to ensure goods and services obtained for the Client are at competitive prices;
- (e) advise the Client upon the termination of any Residential Rental Agreement and or a renter vacating the Property;
- (f) immediately notify the Client in writing if MLJV Pty Ltd Trading As Real Estate Services By Mirvac becomes aware of a renter's breach of their Residential Rental Agreement;
- (g) prepare for and attend VCAT hearings where required;
- (h) for and on behalf of the Client, recover monies due and unpaid by a renter subject to their Residential Rental agreement and in so doing may use independent legal services. MLJV Pty Ltd Trading As Real Estate Services By Mirvac may claim fees due under this Authority from any monies recovered;
- (i) provide financial statements and account to the Client with respect to all

monies received, paid, or used by MLJV Pty Ltd Trading As Real Estate Services By Mirvac, carrying out MLJV Pty Ltd Trading As Real Estate Services By Mirvac's obligations under this Authority; and

(j) issue tax invoices, when necessary or required by the Client, in respect of all monies owing by the Client to MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

## 2. Our Fees

- 2.1 While this authority is in force, MLJV Pty Ltd Trading As Real Estate Services By Mirvac may deduct the Agents Fees and Charges from any Rent received for the Property, and the Client acknowledges and agrees that MLJV Pty Ltd Trading As Real Estate Services By Mirvac is irrevocably authorised to make such deductions.
- 2.2 Any modifications to this Authority may only occur with the prior written consent of the authorised officer of MLJV Pty Ltd Trading As Real Estate Services By Mirvac.
- 2.3 If the Client is entitled to any Rent that has been forfeited as a result of a Renter failing to assume occupation of the Property, the Client covenants and agrees to do all things and take all reasonable steps to recover any such forfeited Rent from the Renter or such other person as may be liable for the payment of such forfeited Rent.
- 2.4 In the event the Property is leased and MLJV Pty Ltd Trading As Real Estate Services By Mirvac does not receive any Rent, the Client acknowledges and agrees that it must pay all Agents Fees and Charges to MLJV Pty Ltd Trading As Real Estate Services By Mirvac immediately upon MLJV Pty Ltd Trading As Real Estate Services By Mirvac's request.
- 2.5 If MLJV Pty Ltd Trading As Real Estate Services By Mirvac provides an invoice to the Client, and the Client fails to pay such invoice within thirty (30) days of receiving the invoice, the unpaid monies under that invoice will be considered overdue ("Overdue Monies"). Penalty interest shall accrue in respect of the Overdue Monies at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983, calculated from the date of the invoice until the date the Overdue Monies are paid by the Client in full.



2.6 The Client acknowledges MLJV Pty Ltd Trading As Real Estate Services By Mirvac may, during the term of the Authority, to better facilitate the provisions of the Authority, utilise the services of another agent in which case there may be commission sharing and upon the Client granting consent to commission sharing, which consent shall not be unreasonably withheld, the Client will complete the new Authority making such provision, but otherwise on the same terms as this Authority (unless amendment is agreed to) including completion of the Agents Fees and Charges section of this Authority to enable such commission sharing for the balance term of this Authority.

2.7 The parties agree MLJV Pty Ltd Trading As Real Estate Services By Mirvac will have been the effective cause of letting, where MLJV Pty Ltd Trading As Real Estate Services By Mirvac has been a source of information with respect to bringing to the attention of a Renter that the Property is available for rent.

### **3. Leasing Property**

MLJV Pty Ltd Trading As Real Estate Services By Mirvac agrees to use best endeavours to lease the Property on the Client's behalf, and if the Property is successfully leased, the Client must pay the Agent's Fees as follows:

3.1 If the Property is leased during the Exclusive Leasing Period, whether it is leased by MLJV Pty Ltd Trading As Real Estate Services By Mirvac or by any other person.

3.2 If the Property is leased during the Continuing Leasing Period by MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

3.3 If the Property is leased before this Authority is signed but the Renter is a person introduced to the Property by MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

3.4 If at any time within the period that is within four (4) calendar months after expiry of the Authority Period, the Property is leased for the Rent referred to in this Authority to a person introduced to the Property by MLJV Pty Ltd Trading As Real Estate Services By Mirvac where such person was introduced to the Property within the Authority Period.

3.5 In the event MLJV Pty Ltd Trading As Real Estate Services By Mirvac leases the Property during the Authority Period, the Client acknowledges and agrees that it also

authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to subsequently re-let the Property to any new Renter or transferee, and if such re-letting occurs at any time, even if the Authority Period has expired, the Client must pay to MLJV Pty Ltd Trading As Real Estate Services By Mirvac the applicable Agents Fees.

3.6 In the event the Property is not leased during the Authority Period or the Continuing Leasing Period, the parties acknowledge and agree that MLJV Pty Ltd Trading As Real Estate Services By Mirvac is granted a non-exclusive authority to lease the Property for an additional continuing leasing period identical in duration to the Continuing Leasing Period.

### **4. Marketing Expenses**

On executing this Authority the Client must pay to MLJV Pty Ltd Trading As Real Estate Services By Mirvac the maximum amount of Marketing Expenses. Throughout the currency of this Authority the Client must pay Marketing Expenses to MLJV Pty Ltd Trading As Real Estate Services By Mirvac on demand. The Client may request from MLJV Pty Ltd Trading As Real Estate Services By Mirvac from time to time (acting reasonably) an itemised list of Marketing Expenses.

### **5. Managing Property**

5.1 The Client appoints MLJV Pty Ltd Trading As Real Estate Services By Mirvac to manage the Property for the duration of this Authority or any period during which MLJV Pty Ltd Trading As Real Estate Services By Mirvac manages the Property.

5.2 Authority vested in MLJV Pty Ltd Trading As Real Estate Services By Mirvac by this Authority shall be deemed to be vested in MLJV Pty Ltd Trading As Real Estate Services By Mirvac's authorised employees provided that the Client will at all times remain the principal.

5.3 MLJV Pty Ltd Trading As Real Estate Services By Mirvac agrees to such appointment.

5.4 When delegating authority to authorised employees, MLJV Pty Ltd Trading As Real Estate Services By Mirvac (licensee) must properly supervise such persons.

5.5 Either party may terminate this Authority during the Continuing Leasing Period or the Fixed Management Period at any time on the giving of written notice. Where no notice period is specified in the Essential Particulars to this

Authority, the notice period is seven (7) days. Such termination will be without prejudice to either party's existing rights, duties or obligations.

5.6 The Client acknowledges and confirms that MLJV Pty Ltd Trading As Real Estate Services By Mirvac may, with the Client's consent, assign its rights, duties and obligations under this Authority on the giving of fourteen (14) days' written notice to the Client. The Client will be deemed to have consented if no objection is made within the fourteen (14) day period.

5.7 MLJV Pty Ltd Trading As Real Estate Services By Mirvac will not induce, or attempt to induce, a breach of, or an interference with, a contract between the Client and a renter.

5.8 Where a Rental Provider's instruction form is attached to this Authority it forms part of this Authority and any alterations in such form during the term of the Authority must be in writing.

## 6. Property

6.1 The Client acknowledges that MLJV Pty Ltd Trading As Real Estate Services By Mirvac will be relying on the truth, accuracy and completeness of all information provided by the Client in respect to the Property.

6.2 MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not be responsible or liable to the Client to verify the truth, accuracy and completeness of any information provided by the Client in respect to the Property.

6.3 The Client shall notify MLJV Pty Ltd Trading As Real Estate Services By Mirvac as soon as possible following any change to or receipt of additional information relevant to the leasing and/or management of the Property.

6.4 The Client acknowledges to and agrees with MLJV Pty Ltd Trading As Real Estate Services By Mirvac that there is no patent or latent defect in the Property which would amount to a Hazardous Condition.

6.5 The Client acknowledges to and agrees MLJV Pty Ltd Trading As Real Estate Services By Mirvac that if at any time the Client becomes aware of any Hazardous Condition the Client shall give to MLJV Pty Ltd Trading As Real Estate Services By Mirvac prompt notice in writing of the Hazardous Condition.

6.6 If MLJV Pty Ltd Trading As Real Estate Services By Mirvac advises the Client of any

## *Leasing & Management Authority*

potential or actual defect with the Property that advice shall be deemed sufficient notice to the Client of a Hazardous Condition.

6.7 The client agrees to notify insurer's or interested financial institutions that the subject property is being tenanted.

## 7. Indemnity

7.1 The Client indemnifies and holds harmless MLJV Pty Ltd Trading As Real Estate Services By Mirvac, its officers and employees and shall keep MLJV Pty Ltd Trading As Real Estate Services By Mirvac, its officers and employees indemnified against all actions, claims, demands, losses, costs, damages and expenses (including reasonable legal costs and expenses) or liability incurred or suffered by MLJV Pty Ltd Trading As Real Estate Services By Mirvac arising from any proceeding against MLJV Pty Ltd Trading As Real Estate Services By Mirvac where such loss or liability was caused or contributed to by:

7.1.1 A breach of or failure to comply with any obligations under this Authority by the Client.

7.1.2 Any wilful, unlawful or negligent act or omission by the Client.

7.1.3 Any failure by the Client to provide full accurate and complete information about the Property.

7.1.4 Any failure by the Client to give appropriate authority or instruction, or sufficient funds to carry out an instruction or authority.

7.1.5 A Renter's failure to comply with the Renter's obligations under relevant legislation in respect of their Residential Rental Agreement.

7.1.6 MLJV Pty Ltd Trading As Real Estate Services By Mirvac acting in the capacity of the Client under this Authority.

7.1.7 The Client's failure to maintain the Property and or carry out repairs.

7.1.8 The Client's non-compliance with any term or condition of this Authority.

7.1.9 MLJV Pty Ltd Trading As Real Estate Services By Mirvac giving notice to the Client of damage, defects or want of repair to the Property.

7.1.10 A warning label or safety instructions having been removed, damaged or defaced where a product or fitting has

been supplied to the Property with such a label or instruction attached.

7.2 MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not be liable to the Client for any act or omission of any person engaged by the Client and the Client shall indemnify and hold harmless MLJV Pty Ltd Trading As Real Estate Services By Mirvac, its officers and employees and keep MLJV Pty Ltd Trading As Real Estate Services By Mirvac, its officers and employees indemnified against any liability, claim, damage, loss, cost and expense (including reasonable legal costs and expenses) arising from or incurred in connection with such loss, act or omission.

7.3 The Client acknowledges that MLJV Pty Ltd Trading As Real Estate Services By Mirvac is acting only in the capacity of a managing agent subject to this Authority, and not otherwise.

7.4 MLJV Pty Ltd Trading As Real Estate Services By Mirvac is not responsible for reporting any matters (including defects latent or otherwise) other than those that are readily apparent during the course of any inspections or as are brought to their attention as managing agent by a Renter.

7.5 It is the Client's responsibility to obtain specific advice in respect of the Property and its soundness as to:

- (a) building and structural integrity; and
- (b) pest, health, and other requirements.

7.6 The Client indemnifies and holds harmless MLJV Pty Ltd Trading As Real Estate Services By Mirvac, its officers and employees and shall keep MLJV Pty Ltd Trading As Real Estate Services By Mirvac, its officers and employees indemnified from and against all actions, claims, demands, losses, costs, damages and expenses in relation to this Authority with respect to matters of cleanliness, safety, construction, building requirements or building deterioration.

## 8. Personal Information

8.1 MLJV Pty Ltd Trading As Real Estate Services By Mirvac will comply with the Australian Privacy Principles in all dealings with the Client.

8.2 MLJV Pty Ltd Trading As Real Estate Services By Mirvac may need to collect personal information about the Client and the Client consents to MLJV Pty Ltd Trading As Real

## *Leasing & Management Authority*

Estate Services By Mirvac using any such personal information in order to:

8.2.1 Provide the Agent Services offered by MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

8.2.2 Market the Property and maintain a client relationship with the Client.

8.2.3 Secure agreements with the Client or third parties to provide goods or services.

8.3 The Client also consents to MLJV Pty Ltd Trading As Real Estate Services By Mirvac disclosing personal information of the Client to:

8.3.1 Any credit provider or credit reporting agency for the purpose of obtaining information about the consumer or commercial credit or business history of the Client or the commercial activities or credit worthiness of the Client.

8.3.2 The service providers, contractors and affiliated companies of MLJV Pty Ltd Trading As Real Estate Services By Mirvac from time to time to help improve and market the Agent Services of MLJV Pty Ltd Trading As Real Estate Services By Mirvac to the Client.

8.4 The Client has the right to access personal information held by MLJV Pty Ltd Trading As Real Estate Services By Mirvac about the Client and to have any personal information corrected.

8.5 MLJV Pty Ltd Trading As Real Estate Services By Mirvac will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by MLJV Pty Ltd Trading As Real Estate Services By Mirvac. The Privacy Policy and the Privacy Collection Notice can be viewed on MLJV Pty Ltd Trading As Real Estate Services By Mirvac website or a copy can be made available on request.

8.6 Upon signing this Authority the parties agree MLJV Pty Ltd Trading As Real Estate Services By Mirvac and the form completion service provider providing this form (if relevant) may without disclosing personal information collect, use and disclose to data collection agencies information contained in this Authority and any subsequent Residential Rental Agreement.

## 9. Transfer and Delegation

9.1 MLJV Pty Ltd Trading As Real Estate Services By Mirvac is permitted to transfer ("Transfer") this Authority to a third party licensed estate

Estate Services By Mirvac's possession or control until such time as those moneys are paid in full to MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

agent ("Transferee") provided that MLJV Pty Ltd Trading As Real Estate Services By Mirvac gives prior written notice to the Client ("Transfer Notice"). The Client has fourteen (14) days from the date the Transfer Notice is posted to the Client within which to object in writing to the Transfer. In the event the Client does not object in writing to the Transfer within that fourteen

(14) day period, then the Transfer will be deemed as effected and the Transferee shall assume the benefit of this Authority as if such Transferee was named in this Authority and the Client shall be bound to the Transferee in that regard.

9.2 The Client expressly authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to delegate any of the roles and responsibilities of MLJV Pty Ltd Trading As Real Estate Services By Mirvac pursuant to this Authority from time to time. Any such delegation shall be made by MLJV Pty Ltd Trading As Real Estate Services By Mirvac in its capacity as the Client's agent and not by MLJV Pty Ltd Trading As Real Estate Services By Mirvac as principal in its own right. In the event MLJV Pty Ltd Trading As Real Estate Services By Mirvac delegates a role or responsibility pursuant to this Authority MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not remain liable for performance of that role or responsibility.

## 10. Security

10.1 In the event any Agents Fees and Charges due and payable to MLJV Pty Ltd Trading As Real Estate Services By Mirvac remain unpaid for a period of at least thirty (30) days after the date of issue of any invoice ("Overdue Amounts"), in order to secure payment of any such Overdue Amounts the Client charges the Property with the payment the Overdue Amounts. MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall retain the benefit of the charge until such time as all Overdue Amounts are paid in full.

10.2 In the event any moneys remain due and payable to MLJV Pty Ltd Trading As Real Estate Services By Mirvac pursuant to this Authority, then as security for performance MLJV Pty Ltd Trading As Real Estate Services By Mirvac has a right of lien over all documents and other property of the Client that are in MLJV Pty Ltd Trading As Real

## 11. Termination

11.1 MLJV Pty Ltd Trading As Real Estate Services By Mirvac may terminate this Authority in its absolute discretion by giving thirty (30) days' written notice to the Client.

11.2 In the event of failure on the client's part to provide MLJV Pty Ltd Trading As Real Estate Services By Mirvac with sufficient funds, instructions, and /or documents to enable MLJV Pty Ltd Trading As Real Estate Services By Mirvac to reasonably perform the Agent Services as contemplated by this Authority, then MLJV Pty Ltd Trading As Real Estate Services By Mirvac may immediately cancel this Authority by written Notice. Such termination shall be without prejudice to MLJV Pty Ltd Trading As Real Estate Services By Mirvac's rights under this Authority.

11.3 MLJV Pty Ltd Trading As Real Estate Services By Mirvac may cancel this Authority immediately by written notice to the Client in any of the following events:

(a) if the Client revokes the Power of Attorney incorporated in this Authority;

(b) if the Client fails to properly and promptly confirm any matter reasonably requested by MLJV Pty Ltd Trading As Real Estate Services By Mirvac; or

(c) if the Client fails to pay or reimburse MLJV Pty Ltd Trading As Real Estate Services By Mirvac on request for any expenses that MLJV Pty Ltd Trading As Real Estate Services By Mirvac has reasonably incurred as authorised under power of attorney under this Authority.

11.4 Upon termination of this Authority all monies owing under this Authority must be paid or reimbursed up to and including the end date of this Authority on a pro rata basis if necessary.

11.5 In the event MLJV Pty Ltd Trading As Real Estate Services By Mirvac cancels this Authority the Client must immediately on written demand pay or reimburse MLJV Pty Ltd Trading As Real Estate Services By Mirvac all Agent Fees and Charges and other

costs incurred by MLJV Pty Ltd Trading As Real Estate Services By Mirvac under this Authority, including accruing interest. Interest shall accrue from the due date for payment until the date of payment at the rate of [10.0% p.a] **OR** [the rate prescribed by the Attorney General in accordance with the *Penalty Interest Rates Act 1983*.]

- 11.6 The Client is not permitted to cancel this Authority during any Exclusive Leasing Period. The Client may cancel this Authority at any time after any Exclusive Leasing Period upon giving not less than thirty (30) days' prior written notice. If the Client has agreed to a Fixed Management Period and the request to cancel this Authority falls within the period of a Fixed Term Residential Rental Agreement, then the Client may only cancel this Authority on payment of liquidated damages, which the parties agree shall be fixed at an amount equivalent to six (6) months of the Agent's Fees payable for management of the Property.

## 12. Power of Attorney

- 12.1 The Client appoints the officer in effective control of MLJV Pty Ltd Trading As Real Estate Services By Mirvac from time to time and/or the representative of MLJV Pty Ltd Trading As Real Estate Services By Mirvac who manages the Property from time to time as attorney to engage appropriate contractors and/or suppliers to carry out any necessary work and/or provide any necessary goods or services to repair and/or maintain the Property and/or comply with any law affecting the Property.
- 12.2 The Client shall pay or reimburse MLJV Pty Ltd Trading As Real Estate Services By Mirvac on demand for any expense that MLJV Pty Ltd Trading As Real Estate Services By Mirvac properly incurs acting as attorney for the Client.
- 12.3 The Client shall promptly ratify and confirm any act, matter or thing done by MLJV Pty Ltd Trading As Real Estate Services By Mirvac as attorney for the Client on written request by MLJV Pty Ltd Trading As Real Estate Services By Mirvac.
- 12.4 The Client acknowledges that if the Client revokes this power of attorney MLJV Pty Ltd

## 13. Authority to Execute

- 13.1 The Client expressly authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to execute any Residential Rental Agreement on the Client's behalf where such Residential Rental Agreement has been prepared by MLJV Pty Ltd Trading As Real Estate Services By Mirvac or the Client's legal representative. The Client further expressly authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to include in the Residential Rental Agreement any other terms or conditions that are reasonably required for the leasing of the Property.
- 13.2 The Client expressly authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to execute on the Client's behalf any notice or other document relating to the Residential Rental Agreement of the Property for the purpose of performing the Agent Services.

## 14. Rebate Statement

MLJV Pty Ltd Trading As Real Estate Services By Mirvac confirms it will not, or is not likely to be, entitled to any rebates during the course of this Authority. A rebate includes any discount, commission or other benefit and includes non- monetary benefits. It is illegal for MLJV Pty Ltd Trading As Real Estate Services By Mirvac to keep any rebate it receives for advertising or other outgoings purchased on your behalf. Section 48A of the *Estate Agents Act 1980* requires MLJV Pty Ltd Trading As Real Estate Services By Mirvac to immediately pay you any rebate it receives in relation to the sale management or leasing of your property. MLJV Pty Ltd Trading As Real Estate Services By Mirvac acknowledges and agrees that it is not entitled to retain any rebate and must not charge you an amount for any expenses that is more than the cost of those expenses. If MLJV Pty Ltd Trading As Real Estate Services By Mirvac is entitled to a rebate, the rebate Statement Form approved by Director of Consumer Affairs Victoria will be completed at the time of signing this Authority. The form can be downloaded at [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

## 15. Commission Sharing

- 15.1 MLJV Pty Ltd Trading As Real Estate

Services By Mirvac may share commission to which it becomes entitled in respect of any estate agency work with:

- (a) any of its employees who is an estate agent or agent's representative, or with an estate agent who is a business partner of MLJV Pty Ltd Trading As Real Estate Services By Mirvac or appointed on a conjunctual basis.

15.2 In the event MLJV Pty Ltd Trading As Real Estate Services By Mirvac shares any commission with a person who is:

- (a) not a licensed real estate agent or an agent's representative in MLJV Pty Ltd Trading As Real Estate Services By Mirvac's employ; or
- (b) not a licensed estate agent with whom MLJV Pty Ltd Trading As Real Estate Services By Mirvac is in partnership,

then MLJV Pty Ltd Trading As Real Estate Services By Mirvac must first provide to the Client a notice of commission sharing in accordance with section 48 of the *Estate Agents Act 1980*. Where such commission sharing is applicable under this Authority, the Client acknowledges, prior to signing this Authority, having received a notice of commission sharing in accordance with section 48 of the *Estate Agents Act 1980*.

## 16. Residential rental agreement

If any Residential Rental Agreement of the Property is subject to the Residential Tenancies Act 1997 (as amended from time to time) the Client acknowledges that the Renter may be permitted to arrange for urgent repairs to the Property for which the Client will be liable. The Client authorises MLJV Pty Ltd Trading As Real Estate Services By Mirvac to arrange for urgent repairs up to the Repair Limit without reference to the Client.

## 17. Dispute Resolution

17.1 In compliance with the *Estate Agents (Professional Conduct) Regulations 2018*, in the event of any complaint or dispute, MLJV Pty Ltd Trading As Real Estate Services By Mirvac has dispute resolution mechanisms in place. In the event of a complaint or dispute arises the Client shall be entitled to invoke the dispute resolution mechanisms.

17.2 If the Client has any complaint relating to the payment of Agent Fees and Charges they

*Leasing & Management Authority* can refer the matter to the Director of Consumer Affairs Victoria. Unless there are exceptional circumstances, Consumer Affairs Victoria is unable to hear any dispute in respect of Agent Fees and Charges unless Consumer Affairs Victoria is given notice of the dispute within twenty-eight (28) days of the Client receiving an invoice from MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

## 18. Client Acknowledgement

The Client acknowledges that:

18.1 Any Marketing Expenses that MLJV Pty Ltd Trading As Real Estate Services By Mirvac incurs pursuant to this Authority will be payable irrespective of whether the Property is leased and at the discretion of MLJV Pty Ltd Trading As Real Estate Services By Mirvac on signing this Authority or on written demand or by deduction from any Rent received by MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

18.2 Only those Agent Services identified in the Schedule of Agent Services apply to this Authority.

18.3 The Client has received an electronic copy of this Authority immediately after all parties have signed the Authority.

18.4 Before signing this Authority MLJV Pty Ltd Trading As Real Estate Services By Mirvac has advised the Client that MLJV Pty Ltd Trading As Real Estate Services By Mirvac has procedures in place for resolving any complaint or dispute. The Client will comply with those procedures to help resolve any complaint or dispute.

18.5 The Client must scroll through and view each page of this Authority before being able to sign it.

## 19. Client Obligations

The Client agrees to:

19.1 Obtain the consent of any third party required to lease the Property and/or ratify any matter MLJV Pty Ltd Trading As Real Estate Services By Mirvac undertakes as attorney for the Client.

19.2 Pay MLJV Pty Ltd Trading As Real Estate Services By Mirvac all Agent Fees and Charges (including any GST) and permit MLJV Pty Ltd Trading As Real Estate Services By Mirvac to deduct all such sums

from money received by MLJV Pty Ltd Trading As Real Estate Services By Mirvac which may be due to the Client.

## 20. Client's obligations and authority

### 20.1 The Client warrants:

- (a) it is the owner of the Property and has full authority to enter into all Residential Rental Agreements; or
- (b) where it is not the owner of the Property it has full authority to enter into all Residential Rental Agreements.

20.2 The Client confirms at the time of entering into this Authority that it has disclosed to MLJV Pty Ltd Trading As Real Estate Services By Mirvac all relevant and material facts relating to the Property, namely all facts relating to the Client's obligations and authority is detailed in this Authority, including but without limitation, property ownership, Residential Rental Agreements, safety and condition of the Property, and fittings in compliance with relevant government legislation.

### 20.3 The Client will ensure, at its own cost:

- (a) at the commencement of any Residential Rental Agreement, the Property and inclusions are in a fit, proper and safe condition to be let and comply with local and state authority building and other relevant legislation;
- (b) during the term of any Residential Rental Agreement:
  - i. the Property is in a fit, proper and safe condition to be let for the purposes of a Residential Rental Agreement;
  - ii. the Property and inclusions (including all locks and security fittings) are maintained and are in a reasonable state of repair;
  - iii. sufficient keys to the Property are provided to MLJV Pty Ltd Trading As Real Estate Services By Mirvac and the Renter(s) for each lock; and
  - iv. the Property is treated as necessary and when required by a licensed pest controller.

20.4 In respect of any swimming pool or spa on the Property:

- (a) prior to the start and at all times during the term of a Residential Rental

*Leasing & Management Authority* Agreement, the Client must ensure, at its own cost, that any swimming pool or spa complies with the *Building Act 1993 (Vic)* and regulations to the Act and that any such swimming pool or spa:

- (i) is registered; and
- (ii) has a current Certificate of Swimming Pool Barrier Compliance.

(b) the Client will provide any current Certificate of Swimming Pool Barrier Compliance to MLJV Pty Ltd Trading As Real Estate Services By Mirvac on request.

20.5 The Client must have public liability insurance and be covered for a minimum of \$10million dollars. Such policy must be maintained for the term of the Authority and the Client must upon request provide to MLJV Pty Ltd Trading As Real Estate Services By Mirvac a certificate annually confirming the currency of such policy.

20.6 The Client will at all times during the currency of this Authority keep MLJV Pty Ltd Trading As Real Estate Services By Mirvac advised of and disclose to MLJV Pty Ltd Trading As Real Estate Services By Mirvac in writing details of any defects or want of repair to the Property which are likely to result in or cause injury to persons occupying, entering upon or using the Property.

20.7 The Client acknowledges, upon receipt of advice or notice from MLJV Pty Ltd Trading As Real Estate Services By Mirvac in accordance with clause 6.6, the Client must comply with its obligations to maintain the Property in a fit, proper and safe condition.

20.8 The Client understands that where urgent repairs are required to be carried out, a Renter may, in accordance with section 72 of the Residential Tenancies Act 1997, carry out such repairs to a limit of \$2,500 including GST, and in such circumstances the Renter is entitled to be reimbursed by the Client.

20.9 The Client acknowledges that once a Residential Rental Agreement has been entered into by the Client, it shall not be the responsibility of MLJV Pty Ltd Trading As Real Estate Services By Mirvac to enforce such Residential Rental Agreement and MLJV Pty Ltd Trading As Real Estate Services By Mirvac is limited to its obligations under this Authority as an agent of the Client.

- 20.10 In addition to complying with the terms of this Authority, the Client must comply with the requirements of all relevant Acts, legislation, by-laws, rules and regulations, local, state and federal.
- 20.11 Where insufficient funds are available to MLJV Pty Ltd Trading As Real Estate Services By Mirvac in accordance with clause 2.1, the Client will, upon request by MLJV Pty Ltd Trading As Real Estate Services By Mirvac, pay any balance outstanding.
- 20.12 Where a product, fixture or fitting provided with the Property has a warning label or safety instructions attached, the Client must not deface, damage or remove such label.
- 20.13 The Client will keep MLJV Pty Ltd Trading As Real Estate Services By Mirvac advised of any changes to information in respect of this Authority, material facts and, where a Rental Provider's Instruction Form is attached, changes to information in such form.
- 20.14 The Client will refer any prospective renters of the Property of which the Client becomes aware to MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

**21. Related documents/notices/electronic communication**

- 21.1 The parties agree and confirm any documents and communications in relation to this Authority may be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- 21.2 A Related Document to be served on any party under this Authority shall be in writing and may be served on that party:
- (a) by delivering it to the party personally;
  - (b) by leaving it for the party at that party's address as stated in this Authority; or
  - (c) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Authority; or

- (d) by electronic communication to the party at the appropriate electronic address as stated in this Authority; or
- (e) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in clauses 21.2(a) to (d) above.

- 21.3 A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- 21.4 A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 21.5 Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- 21.6 Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- 21.7 The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- 21.8 The parties agree to execution, delivery and service of documents electronically by a method provided by an electronic signing service provider.

**22. Unavoidable Delay**

- 22.1 MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not be responsible to the Client or any Renter for any delay in performance of the Agent Services due to any cause beyond the control of MLJV Pty Ltd Trading As Real Estate Services By Mirvac including act of God, war, terrorism, civil commotion, riot, embargo, order or regulation of government of any relevant jurisdiction, fire, flood, strike, lock-out, labour difficulty, shortage of or inability to obtain any goods or services, or pandemic.
- 22.2 Nothing in this provision will limit or exclude the responsibility of the Client under this Authority to promptly diligently and fully pay MLJV Pty Ltd Trading As Real Estate Services By Mirvac any moneys which have



become due and payable to MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

## 23. General

- 23.1 This Authority is subject to and shall be construed in accord with the laws in the State of Victoria.
- 23.2 The Client agrees that this Authority shall be governed and construed according to the laws of the State of Victoria and shall submit to the exclusive jurisdiction of the Courts in the State of Victoria.
- 23.3 The Client may not transfer any right or entitlement conferred on the Client by this Authority to any third party. The rights and entitlements shall remain personal to the Client.
- 23.4 Any provision in this Authority that is void, voidable, unenforceable, invalid or illegal and would not be so if one or more words were omitted then those words shall be severed and if that cannot be done the entire provision shall be severed from this Authority without affecting the validity or enforceability of the remaining provisions of this Authority.
- 23.5 Nothing in this Authority shall be construed or interpreted as constituting the relationship of partners, joint venturers or fiduciaries between the Client and MLJV Pty Ltd Trading As Real Estate Services By Mirvac.
- 23.6 This Authority constitutes the entire agreement between the Client and MLJV Pty Ltd Trading As Real Estate Services By Mirvac in respect of the Property and supersedes any previous agreement, understanding and/or negotiation on that subject matter.
- 23.7 No right under this Authority shall be deemed to be waived except by written notice signed by the duly authorised officer of MLJV Pty Ltd Trading As Real Estate Services By Mirvac. A waiver made by MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not prejudice any right in respect of any subsequent breach of the same or any other obligation imposed on the Client.
- 23.8 Any failure by MLJV Pty Ltd Trading As Real Estate Services By Mirvac to enforce any provision of this Authority or any forbearance, delay or indulgence granted by MLJV Pty Ltd Trading As Real Estate Services By Mirvac shall not be construed as a waiver.

## *Leasing & Management Authority*

- 23.9 The provisions of this Authority which are capable of having effect after termination of this Authority shall remain in full force and effect following the expiry or termination of this Authority.
- 23.10 In the absence of any written agreement to the contrary the terms of this Authority shall apply to any other services provided by MLJV Pty Ltd Trading As Real Estate Services By Mirvac to the Client and to any other property of the Client entrusted to MLJV Pty Ltd Trading As Real Estate Services By Mirvac.

## 24. Interpretation

In this Authority, unless the contrary intention appears:

- 24.1 Clause headings are for ease of reference only and shall not be relevant to interpretation;
- 24.2 A reference to a clause number is a reference to its provisions;
- 24.3 Words in the singular number include the plural and vice versa;
- 24.4 Words importing a gender include any other gender;
- 24.5 Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 24.6 Monetary references are references to Australian currency unless expressed to the contrary;
- 24.7 A reference to two or more elements parts or things and/or reference to "including" shall be inclusive but not exhaustive.
- 24.8 Each of the provisions in this Authority shall be construed as a separate and independent provision.
- 24.9 A reference to a document or agreement including this Authority shall include a reference to that document or agreement as novated altered or replaced from time to time.

## 25. Definitions

Unless inconsistent with the context of this Authority the terms used in this Authority shall have the meanings attributed to them.

- 25.1 Agent includes MLJV Pty Ltd Trading As Real Estate Services By Mirvac and any licensed agent or agent representative as defined by the *Estate Agents Act 1980* and

- any transferee of the business of MLJV Pty Ltd Trading As Real Estate Services By Mirvac.
- 25.2 Authority Period means the term of this Authority pending cancellation by notice in writing by the Client to MLJV Pty Ltd Trading As Real Estate Services By Mirvac or 30 days after any Exclusive Leasing Period whichever is the longer period.
- 25.3 Average Annual Rental means an amount equal to or greater than the rental stated in the Essential Particulars or the rental at which the Client signs a Residential Rental Agreement (even if less than the rental stated in the Essential Particulars).
- 25.4 Client means the client on behalf of whom MLJV Pty Ltd Trading As Real Estate Services By Mirvac is authorised to perform the Agent Services in respect of the Property.
- 25.5 Hazardous Condition means any patent or latent physical defect in the Property which may injure any person on the Property or any adjacent property.
- 25.6 Electronic Document means any electronic communication (Including Notices) as defined in the *Electronic Transactions (Victoria) Act 2000* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- 25.7 Agent Fees and Charges means the commission for leasing and/or managing the Property and includes all Marketing Expenses and other moneys payable by the Client to MLJV Pty Ltd Trading As Real Estate Services By Mirvac pursuant to this Authority.
- 25.8 Introduced to the Property means to be made aware that the Property is available for lease from whatever source. A person shall be deemed to have been introduced to the Property by MLJV Pty Ltd Trading As Real Estate Services By Mirvac if the person becomes aware that the Property is available for leasing as a result of viewing, hearing or reading any advertisement of any kind or medium or other literature referring to the availability of the Property for lease that is connected with us.
- 25.9 Manage means managing the Property and/or the collection of rent, outgoings and
- other moneys payable by a Renter in any way connected with the Property.
- 25.10 Marketing Expenses includes all advertising expenses and outgoings relating to promotion of the Property for rental agreement.
- 25.11 Person includes a corporation, partnership, trust, institution and any other group of persons or any agent or associate of a person or any person appointed by the original person to take the place of the original person.
- 25.12 Related Document means any written communication including notices, with regard to this matter between the parties, including any Electronic Document.
- 25.13 Rent means any amount less than or equal to or greater than the rent expressed in this Authority or the rent at which the Client signs a Residential Rental Agreement even if less than the rent expressed in this Authority.
- 25.14 Renter means any person to whom the Property is leased or to whom the Property is agreed to be leased. Residential Rental Agreement includes an agreement to lease and/or any heads of agreement offer to lease or any other commitment to lease the Property (whether or not legally binding on the Client or any Renter).
- 25.15 Property means the property identified in this Authority and means real estate as defined in the Estate Agents Act 1980 (as amended from time to time) and includes any other property entrusted to MLJV Pty Ltd Trading As Real Estate Services By Mirvac by the Client for MLJV Pty Ltd Trading As Real Estate Services By Mirvac to provide the Agent Services.

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## IMPORTANT INFORMATION

A regular inspection of a property by a qualified building inspector is recommended to identify any structural or other defects. MLJV Pty Ltd Trading As Real Estate Services By Mirvac is not qualified to undertake such an inspection and cannot accept responsibility to ensure that any property is safe and meets building and Council regulations and to minimise the risk of injury or loss arising from any defect.

If you have not authorised MLJV Pty Ltd Trading As Real Estate Services By Mirvac to arrange a smoke detector service you are responsible for ensuring that any smoke alarm installed at the property is correctly located and maintained in correct working order. MLJV Pty Ltd Trading As Real Estate Services By Mirvac cannot accept responsibility for the maintenance of any smoke alarm in such circumstances.

If you have not authorised MLJV Pty Ltd Trading As Real Estate Services By Mirvac to arrange a gas testing service you are responsible for ensuring that any gas testing is conducted at the property on a regular basis and that all gas appliances are maintained in correct working order. MLJV Pty Ltd Trading As Real Estate Services By Mirvac cannot accept responsibility for the maintenance of any gas appliances in such circumstances.

If you have not authorised MLJV Pty Ltd Trading As Real Estate Services By Mirvac to arrange an electrical testing service you are responsible for ensuring that any electrical testing is conducted at the property on a regular basis and that all electrical appliances are maintained in correct working order. MLJV Pty Ltd Trading As Real Estate Services By Mirvac cannot accept responsibility for the maintenance of any electrical appliances in such circumstances.

This Authority has been prepared by Tisher Liner FC Law for MLJV Pty Ltd Trading As Real Estate Services By Mirvac. Any amendment to the terms of this Authority should be made by hand and initialled to avoid any confusion or uncertainty as to the intended terms of this Authority.

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## DISCLAIMER

*The contents of this Authority are of a general nature only and may be liable to misinterpretation by users in particular circumstances. Before utilising this Authority you should make independent enquiry as to the full scope and impact of this Authority. iProperty Express Pty Ltd makes no representation as to the quality or accuracy of any information incorporated in this Authority. iProperty Express Pty Ltd disclaims any liability for any loss or damage caused by any person(s) relying on any information incorporated in this Authority.*



**Client Signature(s)**

Rental Provider :

<b>purchaser name</b>	<b>print name of person signing</b>	<b>state nature of authority if applicable</b>	<b>signature</b>	<b>date</b>
«Purchaser1.Name»				
«Purchaser2.Name»				
«Purchaser3.Name»				
«Purchaser4.Name»				