

Client Full Name(s):

Address:

Mobile:

Email:

## WINNERS CHOICE

Licence No.

ABN

M: 0450 882 824

E: [jose@winnerschoice.com.au](mailto:jose@winnerschoice.com.au)

### Property to be purchased details:

Residential House

Residential Apartment

Townhouse

Block of flats

### Type of Purchase:

Primary place of residence

Direct Investment

Future / potential primary place of residence / short term investment.

Region:

Preferred suburbs:

Bedrooms:

Baths:

Parking:

Description:


Approximate price Agreement:

\$

range: Min. Exclusive Term

60 days

### Buyers Agent Service & Fee

Buyers Agent Full Service

\$

Fixed Fee\*

or

% of Purchase Price+GST\*

%

Buyers Agent Premium Service

\$

or

%

Negotiation Only

\$

or

%

\*All fees are minus the sign-up fee

Sign Up Fee:

\$3000 + GST

\*non-refundable

**Let's begin**

**Please return this signed agreement to:**

Email: [jose@winnerschoice.com.au](mailto:jose@winnerschoice.com.au)

**Please transfer the Retainer Fee below:**

Sign Up Fee

\$ 3000 + GST

Name

Winners Choice

BSB

Account Number

Reference Details: Please include your full name as the reference for this transaction

\* All dollar amounts and percentage figures are inclusive of 10% GST.

**Terms of Agreement**

- 1.1 The Client appoints Three Kings and a Queen as its exclusive agent to perform the applicable Service in respect to a property which meets the specifications provided by the Client, in accordance with the terms of this Agreement. Three Kings and a Queen agrees to provide the Services to the Client in consideration of the fees payable to it pursuant to this Agreement.
- 1.2 The parties will be deemed to have accepted the terms of this Agreement upon the Client 's execution of this Agreement (including electronic execution) or upon Three Kings and a Queen's receipt of any Commission from the Client.
- 1.3 The minimum term of this Agreement will be the period specified in the Minimum Exclusive Term on pg 1, which period will commence from the date of this Agreement pursuant to clause 1.2, after which time this Agreement will remain enforceable until it is terminated by either party giving seven (7) days' notice in writing to the other part, provided any such termination will be without prejudice to either party's rights accrued or obligations incurred prior to the termination of this Agreement.
- 1.4 The Client agrees to:
  - 1.4.1 Notify Three Kings and a Queen in writing of any amendments to the personal details or property specifications of this Agreement or material facts regarding the Client's proposed purchase of the Property;
  - 1.4.2 Cooperate with Three Kings and a Queen at all times (including without limitation by providing instructions in a timely manner and making itself available for Property inspections);
  - 1.4.3 Obtain independent legal, financial, investment, tax and other advice in relation to the purchase of the Property;
  - 1.4.4 Not purchase any property which was presented by Three Kings and a Queen to the Client pursuant to this Agreement during the Term, whether verbally or in writing (including without limitation properties presented to the Client in person, by telephone, by email, by letter, by fax or by text message) at any time during the Term other than through Three Kings and a Queen;
  - 1.4.5 Not appoint another agent to act on its behalf for the purpose of purchasing a Property at any time during the Term.
- 1.5 The Client warrants that it has full power and authority to enter into this Agreement and has obtained all necessary authorisations and approvals to purchase a Property.
- 1.6 The Client warrants that it is not subject to any earlier or concurrent agency agreement which would conflict with its obligations under this Agreement.
- 1.7 The Client agrees to pay the Commission/sign-up fee to Three Kings and a Queen for the Service as specified in this Agreement. The Client agrees to pay Three Kings and a Queen the applicable Commission upon the earlier of:
  - 1.7.1 The Client entering into a contract (signing-up) to view properties and to potentially purchase a Property, (Contract) understands that this is a non-refundable fee; or
  - 1.7.2 The Client purchasing or procuring that another person or entity purchases the shares in the Company, if a Property is owned by a Company (whether or not such purchase is subject to approvals or conditions which have not been met and irrespective of whether the transfer of shares is not effected); or
  - 1.7.3 The Client becoming the legal or equitable beneficial owner of a Property or of the shares in the Company which owns the Property (by any other means whatsoever)
  - 1.7.4 This is an exclusive Buyer's Agency Agreement the fees will be payable by the Client pursuant to clause 1.7 irrespective of whether the Agent presented the Property to the Client, whether the Client purchased the Property themselves and whether or not the Client engaged another Buyer's Agent.
- 1.8 The Commission will also be payable where any of the matters in clause 1.7 arise any time within 12 months after termination of this Agreement for any reason.
- 1.9 The Client indemnifies Three Kings and a Queen for all expenses, costs (including without limitation debt collection fees and/or legal costs on a solicitor/client basis) and disbursements incurred by Three Kings and a Queen in recovering any outstanding fees under this Agreement.
- 1.10 The Client acknowledges that any data, information or advice provided by Three Kings and a Queen to the Client in relation to the property market, properties identified and introduced during the Term of this Agreement and the Property (Market Data) is of a general nature only. The provision of any such Market Data does not constitute financial or investment advice nor should it be relied upon as such. The Client acknowledges that Three Kings and a Queen does not hold a financial services license as defined in s913B of the Corporations Act 2001 (Cth) and is not authorised to provide financial services to the Client.
- 1.11 The Client acknowledges that the Market Data is provided solely for the benefit of the Client and may only be relied upon by the Client for the purposes of this Agreement. To the extent such Market Data or advice incorporates information or data from any third parties Three Kings and a Queen makes no warranties in relation to such information or data and expressly disclaims all liability in relation to such (including without limitation in relation to its accuracy, completeness, suitability and reliability).
- 1.12 Three Kings and a Queen may recommend third parties to the Client (including without limitation conveyancers, solicitors, mortgage brokers, building and/or pest inspection companies, strata searching companies, valuers and surveyors) in relation to the purchase of the Property. The Client acknowledges that all third parties are independent of Three Kings and a Queen and under no circumstances will Three Kings and a Queen be liable for the advice, acts, or omissions of such third parties. In the event that Three Kings and a Queen engages any such third parties on the Client's behalf, the Client agrees to advance the funds for such to Three Kings and a Queen or reimburse the costs of such to Three Kings and a Queen upon receipt of an invoice.
- 1.13 The Client acknowledges that it is responsible for its final purchasing decision and that Three Kings and a Queen makes no guarantees or warranties of any kind in relation to any Property. The Client accepts full responsibility for satisfying itself in relation to all aspects of the Property (including without limitation the building integrity, planning regulations which apply to the Property, the neighborhood of the Property, any other information of importance to the Client and the financial consequences of purchasing the Property). Under no circumstances will Three Kings and a Queen be liable for any loss, damage, costs or compensation arising out of, or in connection with, the Client's decision to the purchase the Property.
- 1.14 Notwithstanding any other provision of this Agreement, under no circumstances will Three Kings and a Queen be liable to the Client for any indirect, incidental, special, consequential, aggravated, exemplary and/or punitive damages (such as those in relation to loss of revenue, profits, goodwill, tangible or intangible losses or other economic losses), nor any lost sales, lost revenue, lost profits, lost data or reprourement amount, howsoever arising.
- 1.15 The Client will indemnify and hold Three Kings and a Queen harmless from any and all liabilities, actions, suits, proceedings, claims, demands, costs (including without limitation taxes or duties), loss, damage, expenses, and/or other amounts of any nature (including but not limited to legal costs on a solicitor/client basis and disbursements in defending or settling the claim giving rise to same and any special, incidental, indirect, consequential, aggravated, exemplary and/or punitive damages of any type or kind such as those in relation to loss of revenue, profits, goodwill, tangible or intangible losses or other economic losses) arising out of or connected in any way to any breach by the Client of this Agreement, or arising out of the proper performance or exercise of any of the powers, duties or authorities of Three Kings and a Queen under this Agreement.
- 1.16 Each of the terms set out in this Agreement is severable and independent so that if any clause (or part thereof) is void or unenforceable then that clause (or part thereof) will be deemed eliminated or modified to the minimum extent necessary to make this Agreement or that clause (or part thereof) enforceable.
- 1.17 This Agreement will be governed by and interpreted in accordance with the laws of New South Wales.
- 1.18 Three Kings and a Queen's failure or delay to exercise or enforce any right under this Agreement or partial exercise or enforcement of any right under this Agreement is not a waiver of that right or any other right provided by law.
- 1.19 Nothing in this Agreement will be construed as establishing a partnership or joint venture between Three Kings and a Queen and the Client and should any provision of this Agreement be inconsistent with this term, this term will prevail to the extent of any inconsistency.
- 1.20 The Client acknowledges that this Agreement constitutes the whole agreement between the parties and it has not relied upon any oral or written representation made to it by Three Kings and a Queen in entering this Agreement. This Agreement supersedes all communications, negotiations, arrangements and agreements, either oral or written, made or entered into prior to the date of this agreement.

I have read and understood the Terms and Conditions of this binding contract.

**Buyer's Agent Signature:**

**Client's Signature:**

**Agreement Date:**

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