



Hello again fellow agents

We have launched our New Website which has far more information on our great range of products and services, as well as a Price List Page.

Hope you find it easier to navigate and more detailed, and look forward to your feedback..

Commandment V

THOU MUST SMILE IN THE FACE OF ADVERSITY UNTIL IT SURRENDERS.

YE ARE WISER THAN MOST ONCE YE REALISE THAT ADVERSITY IS NEVER A PERMANENT CONDITION OF MAN. AND YET THIS WISDOM ALONE IS NOT SUFFICIENT.

ADVERSITY AND FAILURE CAN DESTROY YE WHILE YE WAIT PATIENTLY FOR THY FORTUNE TO CHANGE.

DEAL WITH THEM IN ONLY ONE WAY. WELCOME THEM WITH OPEN ARMS!

ON THE ROAD TO SUCCESS, FAILURES ARE INEVITABLE. YE MUST LEARN WELL FROM EACH FAILURE AND SO SHORTEN THE ROAD TO RICHES.



Commandment V

They say that life is a journey of learning. If we are smart we learn best from our non-successes (I don't like heavy negative words like "failure"). And, you will find that the same situation will keep recurring in life, and particularly in business, until the lesson is learnt.

So, take time out to reflect on your life's journey and identify the issues that keep recurring. Then look at how you "dealt" with them each time in the past. You probably either hoped they would go away, or you dealt with them each time in similar ways.



The Universe is really asking you deal with these recurring issues differently. Usually in a way you don't want to, probably because of fear of the outcome. So you stay in your "comfort zone," and guess what? You don't learn the lesson and nothing changes, so the Universe confronts you again, and again until you learn the lesson.

And, non-successes are part of the business and life journeys that should be perceived as challenges not (dare I say the word) failures, so both expect and welcome each one. Avoid using the phrases "What's the problem?" and "Why the stress and pressure?", and replace them with "What's the challenge today?"

You'll be surprised how this different approach will make the issues seem so much easier to deal with.

And, the word **FEAR**, when you reflect on it, really means:

False
Expectations
Appearing
Real

What you **FEAR** never turns out to be as bad as you originally thought it would or it NEVER even happens, does it?

WHO AM I?



I came with you when you came into this world and I will be with you always.

I came as your helper to record your life and support you with inspiration of the events we have both shared.

I am easily controlled; you only have to assert your authority over me.

Show me exactly what you want, and after a few lessons I will do it automatically.

I am completely at your command. I am your servant and can lift you to greatness or, if you tell me, I can assist you to fail.

Whatever you ask of me I will provide you with. You may use me for success, mediocre performance or failure; it makes no difference to me.

Be too easy with me, and allow me to control you, and I could destroy you.

Be strong with me, control and train me, and I will place the world at your feet.

If you think you know the answer contact us, and, if you are correct, we will give the first 5 correct persons a FREE copy of the Product of their choice valued up to \$396.00. The 5 lucky winners will be announced in our next Newsletter.

THE BEST STAFF – IT'S ABOUT HOW THEY FEEL!



George Zobhbi, Managing Director of Kraft Australia & NZ says there are two dimensions to a Manager's job; appointing people or letting them go. So, your success is dependent on what other people are doing. He likes people who talk about how they **FEEL** about their job, NOT WHAT THEY SAY about it.

In past Newsletters we have made the point that many businesses retain staff that don't perform – just to keep "bums on seats". Or because they **FEAR** that, if they leave, they will take clients and customers with them. Over the years, not just in Real Estate, but other businesses as well, you are better off dismissing staff who don't want to be Team players, or who "do their own thing," or don't perform.

Sure the business may "suffer" initially when you take such action, but long term you will have happier and better staff if you then recruit "right" - and far more Success.

A TIME MANAGEMENT TIP - PROCRASTINATE LATER!

Most of us look at the day's list of jobs and choose to do the easiest ones first, putting off the difficult ones until later. This results in the difficult ones, especially calling our purchasers, vendors, landlords and tenants with bad news left undone at the end of the day with the excuse of, it's OK "I'll do it tomorrow."

This again happens again the next day, and the next, until the difficult job becomes a super difficult situation to deal with—you know the person you should have contacted on Monday is, by Wednesday, really disgusted with you, and the consequences are usually quite disastrous. So do the most difficult tasks first and you will "breeze" through the day. Procrastination has no place in business.



EFFECTIVE COMMUNICATION TECHNIQUES

We deal with a wide cross section of clients and they are all very different; so we need to communicate effectively if we are going to communicate accurately.

We know we need to be aware of people's feelings/emotions if we are going to *identify* with them, and then work at creating and maintaining a good relationship with them. We need to ask them the *right* questions, listen to their responses, and be very observant of their body language as they respond.

Sometimes, vital clues as to their individuality and emotional state can be pretty revealing from how they communicate.

The experts say the three ways we effectively communicate are what we say, how we say it and body language. And, according to these experts the 100% break up of these 3 is:

What we say - 7%

How we say it - 38%

Body language- 55%

So you can see that it is vital to use your own body language effectively and to be able to read the body language of those you communicate with.

When you use the phone you are only using 45% of your ability to "read" the person you are communicating with. Face to face is the only way to communicate effectively, so don't try and negotiate or handle difficult situations by phone or correspondence.

NEW OCCUPATIONAL HEALTH & SAFETY CHECKLIST



Earlier this year the Federal Government introduced "across the board" Legislation to bring all States and Territories into line. Agents need to have an updated OH&S Policy that answers the below 7 questions in the affirmative, and the issues of Workplace Harassment, Discrimination, Drugs & Alcohol, and Smoking.

Employers are required to identify foreseeable workplace hazards, assess the risk of harm from those hazards, then eliminate or control the risks. And the business's OH&S Policy must include these issues in it.

It is a legal requirement of every business to meet the minimum requirements of the OHS ACT 2000. Answering "NO" to any of the following questions means you are non-compliant and need to review your existing position.

1. *Do you have a formal OHS Policy Manual?*
2. *Have you established a consultation process with employees?*
3. *Do you have a risk assessment process for identifying, assessing and controlling hazards?*
4. *Have you developed safe work method statements for each job type?*
5. *Do you have a clearly defined office procedures processes & training?*
6. *Is your First Aid Kit compliant, and up-to-date?*
7. *Do you have a return to work program in place in the event of an injury occurring to employees, or the public?*

If your OH&S Policy needs revision then we have available an updated "OH&S Policy Manual" in MS Word format which contains all necessary requirements and forms, and you can easily customise it for your office. It is supported by a 5 page "OH&S Procedures Overview" especially for Agents. Contact us for an Information Pack.

SHOULD A VENDOR TELL A POTENTIAL BUYER ABOUT OTHER BUYERS?



Cropper Parkhill Lawyers has just advised that a recent case in the NSW Supreme Court has sent a shake through the property world. They summarise as follows:

Fabcot Pty Limited (Woolworths) v Port Macquarie-Hastings Council [2010] NSWSC 726 involved a long running sale of a block of

land. The Supreme Court found that in some circumstances, a vendor should disclose that they are in talks with another buyer.

Case Background:

A block of land was for sale by Expressions of Interest (EOI). The Council (the vendor) received interest from Coles and Woolworths. Both companies were shortlisted and, eventually Woolworths proposal was accepted. However, negotiations broke down and Woolworths pulled out. The vendor went back to Coles for negotiations; however a sale never went through.

In 2007, the vendor commenced another EOI campaign. Again, Woolworths and Coles got involved. Again, Woolworths was shortlisted. This time, Woolworths requested an exclusivity arrangement but this was rejected by the vendor. Through 2008 and 2009 negotiations and positive steps occurred and it appeared as though contracts could be ready to be exchanged. However, one significant issue remained - Woolworths was requesting an indemnity in respect of possible contamination on the site.

Deliberately refraining from telling Woolworths, the vendor went back to Coles to see if they were still interested - and they were. Negotiations with Woolworths regarding the indemnity continued, as did a deal with Coles. Coles bid was slightly more favoured by the Council and by 1/7/09, contracts were prepared & signed with Coles.

When Woolworths found out, it sued the Council claiming their actions were misleading and deceptive and further, alleged that they had a 'reasonable expectation' that it should be told if negotiations with Council were not or had ceased, to be exclusive.

Court Decision:

The Supreme Court found in favour of Woolworths, and in regard to the 'reasonable expectation' the Court said; "The EOI process involved selection of only one bidder for negotiation. The vendor had, in principle, approved Woolworths bid. Once being approved, Woolworths had to spend time and money to go to the next steps. The Council's actions in 2007 indicated that the Council would only involve other interested parties if a whole new EOI process began.

In summary, the Court found that the Council's conduct fell 'well short of commercial fair dealing, and the standards which a commercial party is entitled to expect'.

Lesson for vendors:

Ensure that sale documents, particularly for EOI sales, are properly drafted including provisions that exclusivity does not apply. Otherwise you may find yourself required to disclose your negotiations with other parties.

Whilst this Court decision applies specifically to Commercial & Industrial Property it may well be used as a Precedent should a similar incident occur in relation to other types of property- the LAW, as we know, can be interpreted in many different ways by Judges and can be quite a "conundrum" at times!

Until our next Newsletter, best regards.

Alan Fleming