



## Appointment and reappointment of a property agent, resident letting agent or property auctioneer

Property Occupations Act 2014

This form is effective from 1 August 2016

ABN: 13 846 673 994

### Part 1—Client details

#### Client 1

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the land, property or business that is to be sold or may be a prospective buyer seeking to purchase land or a property.

Client name .....

ABN .....

ACN .....

Are you registered for GST?  Yes  No

Address .....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile.....

Email address.....

#### Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name .....

ABN .....

ACN .....

Are you registered for GST?  Yes  No

Address .....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile.....

Email address.....

### Part 2—Licensee details

#### Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

Real estate agent  Resident letting agent  Property auctioneer

Trading name MZG Investments Pty Ltd T/A Harcourts Hervey Bay .....

Licensee name (corporation, if applicable)

MZG Investments Pty Ltd .....

ABN 60836617947 .....

ACN 605 941 722 .....

Licence number 3941183 .....

Expiry 31 / 07 / 2019  
DD MM YYYY

Address PO Box 5766  
424 Esplanade .....

Suburb TORQUAY ..... State QLD ..... Postcode 4655 .....

Phone 07 4124 9477 ..... Fax 07 4124 9488 ..... Mobile.....

Email address. herveybaypm@harcourts.com.au .....

#### Licensee name

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

## Part 3—Details of property or business that is to be sold, let, purchased, or managed

Please provide details of the property, land, or business as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description Residential Premises and Land

Address .....

Suburb ..... State Qld Postcode 4655

Lot ..... Plan .....

Title reference .....

## Part 4—Appointment of property agent

### Section 1 Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

- Sale  Purchase  Letting / collection of rent / management
- Leasing (Commercial agents)
- Auction Auction date / / (must be completed)  
DD MM YYYY
- Other (please specify) .....

### Section 2 Term of appointment

**Sole and exclusive appointments:** for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

- Single appointment for a particular service or services
- Start DD / MM / YYYY End DD / MM / YYYY
- Continuing appointment for a service or a number of services over a period
- Start DD / MM / YYYY

### Section 3 Price

State the price for which the property, land or business is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

- Reserve  List  Letting
- \$..... per week - subject to increase in accordance with CMA and owner instruction .....
- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
  - For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of \$..... to establish a search criteria.

### Section 4 Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

## Part 5—Termination of appointment

<b>Residential sales of 1 or 2 properties only</b>	<b>Open listing:</b> You may terminate in writing at any time. <b>Sole or exclusive:</b> The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.
<b>Open listing</b>	You may terminate an open listing for either commercial or residential property sales at any time.
<b>Other fixed term appointments</b> (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
<b>Continuing appointments</b> (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

## Part 6—PROPERTY SALES : open listing, sole agency or exclusive agency

### To the client

You may appoint an agent to sell a property or land on the basis of an open listing, or a sole agency, or exclusive agency.

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

### OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

#### When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

#### When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

### SOLE AGENCY

#### When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
  - A commission to each agent (two commissions)
  - Damages for breach of contract arising under the existing agent's appointment

#### When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

### EXCLUSIVE AGENCY

#### When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, after the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties  Agree  Do not agree  
that the appointment will continue as an open listing. (Please tick whichever is relevant)

**Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency continued**

**Acknowledgement for sole and exclusive agency**

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Client .....

Date    /    /  
DD MM YYYY

Client .....

Date    /    /  
DD MM YYYY

Agent .....

Date    /    /  
DD MM YYYY

**Part 7—Commission**

**To the client**

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

**To the agent**

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission including GST payable for the service to be performed by the agent is:

Refer to the REIQ Property Management Schedule & Clause 4.7 of the Essential Terms & Conditions

.....

**When commission is payable**

For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

Other  See the REIQ Property Management Schedule & Clause 4.7 of the Essential Terms & Conditions

(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

.....

This area has been intentionally left blank.

## Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

<p><b>Section 1</b> <b>Advertising/marketing</b></p> <p><b>To the client</b></p> <p>Your agent may either complete this section or attach annexures of marketing/ advertising activities. In either case, the <i>authorised amount</i> must be written here.</p>	<p>At cost - currently \$61.00 for advertisement on realestate.com.au Refer to the attached REIQ Property Management Schedule &amp; Clause 4.7 of the Essential Terms &amp; Conditions</p> <p>Authorised amount \$ . Upon initial let, or re-listing the property for advertisement .....</p> <p>When payable        /        /                                  DD   MM   YYYY</p>		
<p><b>Section 2</b> <b>Repairs and maintenance</b> (if applicable) <b>Property management</b></p>	<p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$..... Two weeks rent .....</p>		
<p><b>Section 3</b> <b>Other</b></p> <p>Description of fees and charges.</p> <p>The agent may either complete this section or attach annexures.</p>	<p><b>Description</b></p> <p>Refer to Item F of the attached ..... Property Management Schedule ..... &amp; Clause 4.7 of the Essential ..... Terms &amp; Conditions .....</p>	<p><b>Amount</b></p> <p>..... ..... ..... .....</p>	<p><b>When payable</b></p> <p>..... ..... ..... .....</p>
<p><b>Section 4</b> <b>Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service</b></p>	<p><b>Service</b></p> <p>NIL..... ..... ..... .....</p>	<p><b>Source</b></p> <p>NIL..... ..... ..... .....</p>	<p><b>Estimated amount</b></p> <p>NIL..... ..... ..... .....</p>

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## Part 9—Signatures

### WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) or phone on 13 QGOV (13 74 68).

<b>Client 1</b>	Full name .....  Signature ..... D D / M M / Y Y Y Y
<b>Client 2</b>	Full name .....  Signature ..... D D / M M / Y Y Y Y
<b>Agent</b> A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.	Full name Zana Larikka Harcourts Hervey Bay ..... Signature ..... D D / M M / Y Y Y Y
<b>Schedules and attachments</b> List any attachments.	* REIQ PROPERTY MANAGEMENT SCHEDULE & ESSENTIAL TERMS & CONDITIONS * PRIVACY COLLECTION STATEMENT * PROPERTY DISCLOSURE STATEMENT * PROPERTY MAINTENANCE SCHEDULE * PRIOR APPOINTMENT STATEMENT (if applicable)

## Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before.  Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint ..... ..... (the agent) to D D / M M / Y Y Y Y  Client's name ..... Signature ..... D D / M M / Y Y Y Y  Client's name ..... Signature ..... D D / M M / Y Y Y Y
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This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

# Property Management Schedule

Residential Property

## ITEMS SCHEDULE

### A PRIOR APPOINTMENT

Pursuant to section 21 of the *Property Occupations Regulation 2014* (Qld), prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

- The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.
- The Client further warrants that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.

**Note: The Client should refer to Clauses 4.1, 4.2 and 4.3 of the Essential Terms and Conditions.**

- If the Client is not able to warrant that another property agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent, the Client acknowledges that a statement in accordance with section 21 (4) of the *Property Occupations Regulation 2014* (Qld) has been provided by the Agent.

**Note: A copy of the statement provided to the Client must be annexed to this Appointment of Property Agent.**

### B PROPERTY DETAILS

**Note: This section must be completed based on the Client's instructions.**

	(Total number of)		(Total number of)
Bedrooms	_____	Dining/Kitchen combined	_____
Lounge	_____	Pantry	_____
Dining	_____	Ensuite	_____
Lounge/Dining combined	_____	Separate toilets	_____
Rumpus/Family	_____	Separate shower	_____
Media room	_____	Laundry	_____
Bathroom	_____	Study/Office	_____
Kitchen	_____	Garden shed/shed/stables	_____
Other rooms	_____		

Facts material to the lease of the Property:  
**Agent must take reasonable steps to find out/verify any facts material to the lease of the Property**

### C DATE PROPERTY AVAILABLE FOR OCCUPANCY

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

### D RENT

Rent to be paid to:

- Client
- Financial Institution: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

BRANCH: \_\_\_\_\_ BSB: \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

Other: \_\_\_\_\_

Payment to be made and statement issued: Electronically, by email

- Monthly
- Other (please specify): End of month

INITIALS

## E COMMISSIONS

(Note: The Client should refer to Part 7 of the Property Occupations Form 6)

Where the commission is expressed as a percentage, the commission is actually worked out on:

- for the letting of the property - the actual rental for the property;
- for the collecting of rents - the actual amount of rent collected.

Description	Amount (GST inclusive)	When Payable
Letting commission:	110% of 1 week rent	Upon execution of the first General Tenancy Agreement (new tenant)
Rent collection commission:	4.4% of weekly rent	Monthly, prior to issue of Owner's Statement
Other:		

## F FEES, CHARGES AND EXPENSES

(Note: The Client should refer to Part 8 of the Property Occupations Form 6)

Description	Amount (GST inclusive)	When Payable
Management fee:	4.95% of weekly rent	Monthly, prior to issue of Owner's Statement
Lease negotiation/Renewal fee:	55% of 1 week rent	Upon execution of a successive General Tenancy Agreement
Maintenance/Repair fee:	Nil	Included in Management Fee
Periodic inspection fee:	Nil	Included in Management Fee
End of financial year statement fee:	Nil	Included in Management Fee
Title search:	At cost	Prior to issue of first Owner's Statement
Mediation/Tribunal fee:	\$77.00/hr	(If required) Within 3 business days of the mediation / tribunal hearing
(please describe)		
Other fees:		
Advertising/Marketing:	At cost	Upon initial let, or re-listing the property for advertisement
Standard: Online - realestate.com full colour highlight advertisement with photos		
Additional: Upon request		
Administrative Expenses: <i>(e.g. postage, STD phone calls, fax transmissions and bank fees)</i>	\$6.60	Monthly, prior to issue of Owner's Statement
Technology fees (including Arrears management, Inspection reporting software, Client communication services, Tenant database access, Online listing portals, Electronic file storage and retrieval)		
Other Expenses: <i>(e.g. title search at cost)</i>	Nil	

INITIALS



## G DISBURSEMENTS

To be paid by the Agent for the Client from money received for or from the Client:

Invoices for repair & maintenance charges:  Yes  No

All local and state government rates, charges and levies:  Yes  No

Body corporate levies:  Yes  No

Other:

## H SERVICES

### Water Charges

← Client to complete, please select one of the following options.

The Client's instructions to the Agent with respect to the passing on of any or all of the water consumption charges in respect to the Property to the Tenant are:

The Client advises the Agent that the Property identified in Part 3 hereof **does** comply with the "prescribed water efficiency levels" and all water consumption charges in respect of the Property are passed on to the Tenant.

The Client advises the Agent that the Property identified in Part 3 hereof **does not** comply with the "prescribed water efficiency levels" and the property is individually metered for water. The Client will pay the reasonable amount of water costs up to:

\_\_\_\_\_ Kilitres, every \_\_\_\_\_ month/s.

The Tenant will pay for all water consumption charges above the Client's reasonable amount.

The Client advises that the property is not individually metered for water. The Client must pay all water costs.

Other instructions (please specify):

Water compliance certificate to be obtained prior to initial lease

## OTHER SERVICES

The tenant must pay for:

← Yes or no. If yes, and not separately metered, specify proportion.

(a) electricity: No  Yes  100 %

(b) gas: No  Yes  100 %

(c) telephone: No  Yes  100 %

(d) any other service that the tenant must pay \_\_\_\_\_

## I EMERGENCY AND ROUTINE REPAIRS

Pursuant to section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), the Client is required, at the start of the tenancy, to ensure:

- (a) *The Property and inclusions are clean; and*
- (b) *The Property is fit for the tenant to live in; and*
- (c) *The Property and inclusions are in good repair; and*
- (d) *He or she is not in breach of legislation dealing with issues about the health or safety of persons using or entering the property.*

Whilst the tenancy continues, the Client has an ongoing obligation to:

- (a) *Maintain the Property in a way that it remains fit for the tenant to live in; and*
- (b) *Maintain the Property and inclusions in good repair; and*
- (c) *Ensure that any legislation dealing with issues about the health or safety of persons using or entering the Property are complied with; and*
- (d) *If the Property includes a common area, this must be kept clean.*

"**Routine repairs**" are defined in section 215 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) as meaning "repairs that are not emergency repairs".

To ensure that the Client complies with his/her obligations under section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) referred to above, and with regard to the Client's instructions contained in Part 8, Section 2 of this Appointment of Property Agent, the Client authorises the Agent to arrange for routine and emergency repairs and maintenance.

INITIALS

**I EMERGENCY AND ROUTINE REPAIRS** (continued)

"Emergency repairs" are defined in section 214 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) as meaning:

- (a) a burst water service or a serious water service leak;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm, fire or impact damage;
- (h) a failure or breakdown of the gas, electricity or water supply to the Property;
- (i) a failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating;
- (j) a fault or damage that makes the Property unsafe or insecure;
- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the Property;
- (l) a serious fault in a staircase, lift or other common area of the Property that unduly inconveniences a tenant in gaining access to, or using, the Property.

The Agent will use his/her best endeavours to engage the following contractors who have been nominated by the Client, pursuant to Section 216 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld), to effect emergency maintenance and repairs:

Electrical repairs:

NAME: _____	BUSINESS PHONE: _____	MOBILE: _____
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Plumbing repairs:

NAME: _____	BUSINESS PHONE: _____	MOBILE: _____
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Smoke alarm contractor:

NAME: _____	BUSINESS PHONE: _____	MOBILE: _____
Quick Check Smoke Alarms & Pool Compliance	(07) 4159 1997	

Other:

NAME: _____	BUSINESS PHONE: _____	MOBILE: _____
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NAME: _____	BUSINESS PHONE: _____	MOBILE: _____
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The Client acknowledges that this information will be given to the tenant. The Client further warrants that the nominated repairers are:

- (i) Appropriately qualified (if applicable);
- (ii) Licensed (if applicable);
- (iii) Hold adequate public liability insurance; and
- (iv) Hold adequate professional indemnity insurance (if applicable) with respect to the discharge of their duties and/or the provision of their services.

**J WARRANTY OR MAINTENANCE CONTRACTS**

Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____

**K APPROVAL FOR PETS**

The Client permits the Tenant to keep pets at the Property:  Yes  No

Conditions (if any): Subject to approval. Dogs are to be kept outdoors only. Cats are to be kept outdoors only, and in an enclosure at night. Any approved pets are kept in accordance with Local Government requirements.

**L POOL SAFETY**

Does the property have a regulated pool?  Yes - Refer to attached Pool Safety Annexure  No

**M NUMBER OF APPROVED OCCUPANTS TO RESIDE AT THE PROPERTY**

The Client permits \_\_\_\_\_ occupants to reside at the Property.

INITIALS

**N SPECIAL CONDITIONS FOR TENANCY**

**Note: This section should be completed by the Client or the Client's solicitor. Pursuant to section 24 of the Legal Profession Act 2007 (Qld), an Agent is prevented from inserting or altering special terms or conditions unless:**

- (1) Authorised by the client to do so; OR
- (2) The special terms and conditions are provided to the Agent in writing as an insertion or alteration to be included; OR
- (3) The special terms and conditions were originally drafted by a solicitor and have not been altered.

**Note: A POA licensee cannot provide legal advice in relation to this contract or any other document such as the General Tenancy Agreement.**

SPECIAL CONDITIONS:

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**O INSURANCE** *Note: This section must be completed by the Client.*

Public Liability Insurance:	INSURER:	POLICY NUMBER:
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**Note: See Clause 4.15.1 of the Essential Terms and Conditions. The Client MUST have Public Liability Insurance.**

Building Insurance:	INSURER:	POLICY NUMBER:
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Contents Insurance:	INSURER:	POLICY NUMBER:
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Lessor (Landlord Protection) Insurance:	INSURER:	POLICY NUMBER:
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**P BODY CORPORATE**

Name of Plan/Body Corporate: \_\_\_\_\_

CTS: \_\_\_\_\_

Secretary:  
NAME:

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Corporate Manager:  
NAME:

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Note: It is a requirement under section 69 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) that a copy of the relevant by-laws be provided when the tenancy agreement is given to the Tenant for signing.**

INITIALS

**Q CLIENT'S EMERGENCY CONTACT**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE (W): \_\_\_\_\_

PHONE (H): \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**R PRIVACY**

The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at:

<http://www.herveybay.harcourts.com.au>

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

**S SIGNATURES**

Client 1: \_\_\_\_\_

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

Client 2: \_\_\_\_\_

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

Agent: \_\_\_\_\_

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

## ESSENTIAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 **"Agent"** means the party described in Part 2 of the Appointment of Property Agent.
- 1.2 **"Appointment of Property Agent"** means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.3 **"Client"** means the party described in Part 1 of the Appointment of Property Agent.
- 1.4 **"Commission"** means the commission stated in Part 7 of the Appointment of Property Agent and detailed in Item E of the Schedule (if applicable).
- 1.5 **"Condition Report"** means a report which conforms either to section 65 and 66 (as the case may be) of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.6 **"Emergency Repairs"** means the repairs defined in section 214 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.7 **"General Tenancy Agreement"** means the current standard RTA General Tenancy Agreement conforming to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) or such other tenancy agreement, for example the REIQ General Tenancy Agreement, applying to the letting of the Property.
- 1.8 **"Property"** means the property described in Part 3 of the Appointment of Property Agent and Item B of the Schedule.
- 1.9 **"Relevant Legislation"** includes the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), the *Body Corporate and Community Management Act 1997* (Qld), the *Property Law Act 1974* (Qld), the *Work Health and Safety Act 2011* (Qld), the *Building Act 1975* (Qld), the *Building Code of Australia*, the *Anti-Discrimination Act 1991* (Qld), the *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law (Queensland)*, the *Fair Trading Act 1989* (Qld), the *Fire and Emergency Services Act 1990* (Qld), the *Building and Other Legislation Amendment Act 2010* and the *Property Occupations Act 2014* (Qld) as amended or replaced from time to time.
- 1.10 **"RTA"** means the Residential Tenancies Authority.
- 1.11 **"Schedule"** means the Residential Property Management Schedule.
- 1.12 **"Tenant"** means a person(s) with whom the Client has entered into a General Tenancy Agreement for the letting of the Property.
- 4.3 refer to the Agent any prospective tenant(s) that contacts the Client;
- 4.4 immediately inform the Agent of any changes concerning the Property;
- 4.5 meet all obligations imposed by Relevant Legislation and any General Tenancy Agreement entered into by the Client with a Tenant;
- 4.6 unless otherwise stated in Items G and H of the Schedule, pay all charges, levies, premiums, rates or taxes for the Property other than a service charge;  
**For example:** Body Corporate levies, council general rates, sewerage charges and environment levies and land tax;
- 4.7 pay all Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Items E and F of the Schedule to the Agent as and when such amounts are payable;
- 4.8 pay for the installation of the first telephone line to the Property;
- 4.9 pay for all repairs and maintenance;
- 4.10 promptly give instructions to the Agent when requested to do so by the Agent;
- 4.11 immediately notify the Agent of any changes to the contact details specified in Part 1 of the Appointment of Property Agent;
- 4.12 supply and maintain all locks necessary to ensure the Property is reasonably secure, and at the Client's cost, provide a key for each lock to the Tenant and Agent, and if there is more than one tenant, provide to each further Tenant a key for each lock that secures an entry to the Property or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Property is situated;
- 4.13 observe the terms of any General Tenancy Agreement made by the Agent on behalf of the Client;
- 4.14 have the Property treated for pests as required (no more than annually) at the Client's cost;
- 4.15 obtain and maintain insurance policies for:  
4.15.1 public liability providing cover to a minimum of \$10 million;  
4.15.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.15.1;
- 4.16 if the Client decides to sell the Property, advise the Agent in writing that the Property is for sale and identify the property agent with whom the Property is listed for sale;
- 4.17 where applicable, negotiate with the Body Corporate to ensure full co-operation with and access by the Agent to the building for the purposes of managing and letting the Property;  
**For example:** ensure the Body Corporate provides the Agent with a copy of the Body Corporate by-laws and provide the Agent with confirmation of Body Corporate (as the regulated pool owner) compliance with pool safety requirements;

### 2. WHAT MAKES UP THIS AGREEMENT

This Agreement comprises the following parts:

- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

### 3. CLIENT APPOINTS AGENT

- 3.1 For the Commission and other fees payable by the Client, the Agent agrees to manage the Property for the Client in accordance with this Agreement.

### 4. CLIENT'S OBLIGATIONS

The Client must:

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other property agent to let or to manage the Property;
- 4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;

- 4.18 if the Property includes a regulated pool, provide and keep the pool, pool fencing, pool gate and pool lock in good repair and in compliance with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 4.19 If there is a regulated pool owned by the Client, including a portable pool with a depth of 300mm or greater, the Client must ensure that a pool safety certificate is in effect prior to a General Tenancy Agreement commencing.

### 5. WHAT HAPPENS IF THE CLIENT IS IN DEFAULT UNDER A TENANCY AGREEMENT

- 5.1 If a General Tenancy Agreement is terminated due to the Client's breach, the Client must pay the Agent, as liquidated damages, an amount equal to the Commission and fees set out in Items E and F of the Schedule that would have been paid had the General Tenancy Agreement been duly completed, in addition to any other amount ordinarily payable to the Agent under this Agreement.

INITIALS

## 6. CLIENT'S WARRANTIES

### The Client warrants that:

- 6.1 the Client has authority to enter into this Agreement and is:
  - 6.1.1 either the current registered proprietor of the Property or is in the process of becoming the registered proprietor of the Property; or
  - 6.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent;
- 6.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 6.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement;
- 6.4 any regulated pool, pool fencing, pool gate and pool lock are in good condition and comply with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 6.5 that the Property has been fitted with a safety switch (or switches) in accordance with the requirements of the *Electrical Safety Regulation 2013 (Qld)*;
- 6.6 the Property Details are accurate and may be relied on by the Agent for any purpose in connection with the performance of the services to be provided under this Agreement including (but not limited to) advertising and marketing the Property;
- 6.7 that the Property has been fitted with compliant smoke alarm(s) as required by the *Fire and Emergency Services Act 1990 (Qld)* and the Client will:
  - 6.7.1 maintain the smoke alarm(s) installed at the Property by cleaning and testing them 30 days before the start of a tenancy (including tenancy renewals); and
  - 6.7.2 replace all batteries in the smoke alarm(s) if, at the time of cleaning and testing, the batteries are flat or almost flat; and
  - 6.7.3 replace all smoke alarm(s) at the Property before they reach the end of their service life.
- 6.8 the Client is aware of section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* and the Client is satisfied that the Property meets the criteria set out therein;
- 6.9 the Client will comply with the Client's obligations under section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* throughout the term of this Agreement.

## 7. CLIENT'S ACKNOWLEDGEMENTS

### The Client acknowledges that:

- 7.1 all communications under this Agreement must be given in writing to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 or 2 of the Appointment of Property Agent;
- 7.2 the Client consents to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001* and the *Electronic Transactions Act 1999 (Cth)*;
- 7.3 the Agent's contractual obligations are limited to those contained in this Agreement;
- 7.4 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 7.5 the Agent gives no warranty as to the creditworthiness, character, suitability or fitness of any Tenant;
- 7.6 the Agent is not responsible to the Client for any default in payment of rent or otherwise on the part of the Tenant or for any damage done by or any unsatisfactory conduct on the part of any Tenant and whether or not such Tenant was approved by the Agent;
- 7.7 the Agent gives no warranty that the Property is clean and fit to live in nor safe to live in nor in a good state of repair nor that it complies with any building or pool safety requirements;

- 7.8 the Agent assumes no liability for the state or manner of construction of the Property at the time of entry into this Agreement or subsequently;
- 7.9 the Agent is not a licensed engineer, architect, builder, pool safety certifier or any other type of professional or tradesperson and is only responsible to report to the Client on matters that are readily apparent on a visual inspection undertaken in accordance with Clause 8.12 or which are reported to the Agent in writing by a third party in accordance with Clause 8.13;
- 7.10 without limiting the generality of Clause 7.9, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or for the maintenance or cleaning of a floor surface in the Property;
- 7.11 the Agent gives no warranty that any animal to be kept at the Property will not cause any harm, loss or damage or that the Property is suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal;
- 7.12 the Agent gives no warranty that any regulated pool on the Property, including a portable pool of a depth of 300mm or greater and/or as prescribed by Relevant Legislation, will not cause any harm, loss or damage or that the Property is suitable for a regulated pool, including a portable pool, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the regulated pool;
- 7.13 in accordance with Relevant Legislation, the pool safety certificate is to be obtained, maintained and renewed and a compliant fence is to be erected and maintained, as required by Relevant Legislation.

## 8. AGENT'S AUTHORITY

### The Client authorises the Agent:

- 8.1 to deduct any monies due and payable to the Agent from the Client pursuant to this Agreement from any monies received by the Agent for and on behalf of the Client;
- 8.2 to pay from any monies received by the Agent, on behalf of the Client, any disbursements referred to in Item G of the Schedule or other expenses, including contractors' and trades peoples' fees, incurred by the Agent on behalf of the Client in the management of the Property;
- 8.3 to let the Property, and if necessary from time to time to re-let the Property, for a rental price that is in accordance with the instructions of the Client or in the absence of specific instructions, for a rental price which is reasonably obtainable;
- 8.4 to re-let the Property at market rental price for a fixed term (such as a 6 or 12 month term or other fixed term) unless otherwise advised in writing by the Client;
- 8.5 to advertise the Property as available for rent, at the Client's expense, as specified in Part 8, Section 1 of the Appointment of Property Agent and Item F of the Schedule;
- 8.6 to provide keys to prospective tenants to inspect the Property unsupervised, only when instructed in writing to do so by the Client;
- 8.7 to communicate to the Client an expression of interest whether written or oral, about the letting of the Property, at the Agent's sole discretion;
- 8.8 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective tenant(s) to meet the Tenant's obligations as specified in the General Tenancy Agreement current at the time the Client enters into this Agreement;
- 8.9 to negotiate and settle the terms of the General Tenancy Agreement with the Tenant in conformity with Relevant Legislation;

- 8.10 to accept and sign the General Tenancy Agreement and ancillary documents as Agent for the Client;
- 8.11 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Client from a Tenant(s) as and when these monies are due for payment and to pay bond money to the RTA in accordance with the Relevant Legislation;
- 8.12 to the extent permitted by the Relevant Legislation, to inspect the Property at least once during each 6 monthly period, unless otherwise expressly agreed and specified in the Schedule, and where the Agent considers reasonably necessary, to report as to the outcome of those inspections to the Client;
- 8.13 to give notice to the Client, in the manner specified in Clause 7.1 on receipt of a complaint or notification of any serious safety risk relating to the Property. The giving of notice pursuant to this clause is the extent of the Agent's authority;
- 8.14 to arrange for repairs and maintenance as authorised by the Client in writing (including the authorisation contained in Part 8, Section 2 of the Appointment of Property Agent). Emergency Repairs are to be dealt with immediately and all other repair and maintenance requests are to be dealt with in a timely fashion;
- 8.15 to exercise the Client's rights to vary or terminate any General Tenancy Agreement with a Tenant(s) to the extent permitted by the Relevant Legislation;
- 8.16 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Client of any unremedied breach by the Tenant(s) of the terms of his/her General Tenancy Agreement with the Client;
- 8.17 to complete and sign on behalf of the Client and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;
- 8.18 to demand and receive from the RTA, a Tenant's bond money to the extent of unpaid rent or other monies payable by that tenant under his/her General Tenancy Agreement with the Client;
- 8.19 where applicable, to obtain from the Body Corporate and to provide to the Tenant(s), access to a copy of the Body Corporate by-laws upon signing the General Tenancy Agreement.

## 9. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS

- 9.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Client, to recover monies due from a Tenant (or former Tenant), with prior written approval of the Client.

## 10. AGENT'S OBLIGATIONS

### The Agent must:

- 10.1 account to the Client in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 10.2 notify the Client of the Property becoming vacant.

## 11. INDEMNITY

- 11.1 Unless a finding of negligence is established against the Agent, the Client indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Client;
- 11.2 Without limiting the generality of Clause 11.1, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Client's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority.

## 12. TERMINATION

- 12.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 5 of the Appointment of Property Agent and Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), which provide that this Agreement ends on the date when one of the following happens:
  - 12.1.1 either the Client or the Agent exercise the option to revoke the Appointment of Property Agent under Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), in which case the party exercising the option must give the other party at least 30 days written notice unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end; or
  - 12.1.2 the Client signs a transfer of, or contract to sell, the Property in which case the Client must give the Agent at least 30 days notice written unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end;
  - 12.1.3 the Client must give the notice referred to in Clause 12.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property.
- 12.2 The Client must pay to the Agent, all Commission and fees to which the Agent is entitled during the notice period outlined in Clause 12.1.1 and 12.1.2 above;
- 12.3 Any termination does not affect either party's pre-existing rights and obligations.

## 13. CLIENT AND AGENT'S ACKNOWLEDGEMENT

### The Client and the Agent acknowledge that:

- 13.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;
- 13.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

## 14. ENTIRE AGREEMENT

- 14.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

# Pool Safety Annexure to Property Occupations Form 6

Approval for a pool, including a portable pool.

Client name/s: \_\_\_\_\_

Property Address: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: Qld POSTCODE: 4655

## The property does not have a pool:

There is no pool at the property

### 1. Where there is a proposed lease of a property with a regulated pool that is a shared pool:

Where there is an existing pool at the premises, has the Client obtained from the pool owner and supplied to the Agent a valid pool safety certificate for the pool or provided a notice in the approved form that a pool safety certificate will not be provided prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

Yes  No

Conditions (if any): \_\_\_\_\_

### 2. Where there is a proposed lease of a property with a regulated pool that is not a shared pool:

Where there is an existing pool at the premises, has the Client obtained and supplied to the agent a valid pool safety certificate for the pool prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

Yes  No

Conditions (if any): \_\_\_\_\_

### 3. Where there is a proposed lease of a property with no existing regulated pool and a proposal by a/the Tenant to erect a portable pool with a depth of 300mm or greater;

The Client permits the Tenant to have a portable pool at the property with a depth of 300mm or greater in accordance with the Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement).

Yes  No

Conditions (if any): \_\_\_\_\_

## SIGNATURES

Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

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

INITIALS