



## 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 .....

Licensee name (corporation, if applicable) .....

#### 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.

ABN .....

ACN .....

Licence number .....

Expiry DD / MM / YYYY

Address .....

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

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

Email address.....



## 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.<br><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><br>(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><br>(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:

.....

**When commission is payable**

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

Other .....  
(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><br/><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>Authorised amount \$.....</p> <p>When payable     /     /</p> <p>                    DD  MM  YYYY</p>                    |  |  |
| <p><b>Section 2</b><br/><b>Repairs and maintenance</b><br/>(if applicable)<br/><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 \$.....</p> |  |  |
| <p><b>Section 3</b><br/><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>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>   | <p><b>Amount</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p><b>When payable</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>     |
| <p><b>Section 4</b><br/><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>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>   | <p><b>Source</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p><b>Estimated amount</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |

This area has been intentionally left blank.

## 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<br>.....<br>Signature ..... D D / M M / Y Y Y Y |
| <b>Client 2</b>  | Full name<br>.....<br>Signature ..... D D / M M / Y Y Y Y |
| <b>Agent</b><br>A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent. | Full name<br>.....<br>Signature ..... D D / M M / Y Y Y Y |
| <b>Schedules and attachments</b><br>List any attachments.  |   |

## 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.<br><br>Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales. | I/we (the client) reappoint .....<br>..... (the agent) to D D / M M / Y Y Y Y |
|   | Client's name<br>.....<br>Signature ..... D D / M M / Y Y Y Y                 |
|   | Client's name<br>.....<br>Signature ..... D D / M M / Y Y Y Y                 |
|   |   |

This area has been intentionally left blank.

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

# Appointment of Real Estate Agent (Residential Sales)

## 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.
- 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 ADVICE AS TO MARKET PRICE

Has the Client requested information regarding the price at which the Property is to be offered for sale?

(Select applicable Box)

Yes  No

- If Yes,  The Client acknowledges receipt of the Comparative Market Analysis; OR  
 The Client acknowledges receipt of the written explanation showing how the Agent decided the market value of the Property.

### COMPARATIVE MARKET ANALYSIS

Compares the Property with at least 3 properties sold within the previous 6 months that are of a similar standard or condition to the Property and are within 5km of that Property.

- Listed below; OR
- Listed in the attached Comparative Market Analysis (attach analysis)

ADDRESS OF PROPERTY:

SALE PRICE: DISTANCE FROM  
PROPERTY:

|  |    |  |
|--|----|--|
|  | \$ |  |
|  | \$ |  |
|  | \$ |  |
|  | \$ |  |
|  | \$ |  |

Comments:

**Note: Pursuant to sections 214 and 216 of the Property Occupations Act 2014 (Qld), where the Property is to be marketed without a price and/or the Property is residential property to be sold by auction, the Agent must not disclose a price guide for the Property or what he/she considers is a price likely to result in a successful or acceptable bid for the Property.**

However, the Agent may give a person a Comparative Market Analysis, or the written explanation showing how the Agent decided the market value of the Property, if the Client provides written consent.

The Client:

Authorises

**Does not** authorise

the Agent to give a potential Buyer either the Comparative Market Analysis or the written explanation showing how the Agent decided the market value of the Property.

**C MANAGING AGENT OF PROPERTY** (If Applicable)

AGENCY:

PROPERTY MANAGER:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

**D SOLICITOR'S DETAILS FOR CLIENT**

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

To be provided to the Agent by the Client at a later date as not known by the Client when entering into this Agreement.

**E PUBLIC LIABILITY**

INSURER:

AMOUNT OF COVER:

\$

POLICY NUMBER:

EXPIRY DATE:

**F AUCTION**

The Client instructs and authorises the Agent to sell the Property by Public Auction.

(Select applicable box)

No - Clause 11 of this Agreement will not apply.

Yes - Clause 11 of this Agreement will apply and the following details must be completed.

(1) Date of Auction: \_\_\_\_\_

(2) Place of Auction: \_\_\_\_\_

(3) Time of Auction: \_\_\_\_\_

(4) Fee for Auctioneer: \$ \_\_\_\_\_

(5) Terms of Sale:  Cash, with Settlement 30 days from the date of the Contract ← Select applicable box

Other (please specify): \_\_\_\_\_

INITIALS



## G 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:

---

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.

## H REQUIREMENTS FOR SOLE OR EXCLUSIVE AGENCY

- The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under Section 103 of the *Property Occupations Act 2014 (Qld)*:

(1) The Agent has, in accordance with the requirements of the Property Occupations Act 2014, discussed with the Client:

- (a) whether the Appointment of Agent is to be for a sole agency or and exclusive agency; and
- (b) the proposed term of the appointment; and
- (c) for an appointment for the sale of residential property other than a commercial scale appointment, the Client's entitlement to negotiate a term of the appointment up to a maximum of 90 days; and
- (d) the consequences for the Client if the Property is sold by someone other than the Agent during the term of the Appointment.

**(Note: The Client should refer to Clause 5 of the Essential Terms and Conditions)**

- The Client acknowledges that the above matters have been discussed before signing the Appointment of Property Agent.

## I FACTS MATERIAL TO THE SALE OF THE PROPERTY

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

# PROPERTY DESCRIPTION DETAILS

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

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

## RES

### Property type

(select one)

- |                                 |                                      |                                      |
|---------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> House  | <input type="checkbox"/> Apartment   | <input type="checkbox"/> Acreage     |
| <input type="checkbox"/> Unit   | <input type="checkbox"/> Mobile Home | <input type="checkbox"/> Farm        |
| <input type="checkbox"/> Duplex | <input type="checkbox"/> Townhouse   | <input type="checkbox"/> Vacant Land |

### Features

(select as applies)

- Cable TV
- Fireplace
- Air conditioned
  - Ducted
  - Split Systems
- Heated
- Veranda/Deck
- Entertaining area/Pergola
- Terrace/Paved
- BBQ
- Bar
- In-ground pool
- Above-ground pool
- Fenced
  - Sides fenced
- Tennis court
- Water frontage
- Water access
- Jetty
- Spa
- Sauna
- Gym
- Ceiling fans
- Security system
- Window and Door security screens
- Window Locks
- Intercom system
- Rain water tank
- Bore
- Solar electricity system
 

Number of kilowatts \_\_\_\_\_

### Room details (Total number of rooms)

- |                     |       |    |       |
|---------------------|-------|----|-------|
| Bedrooms            | _____ | BI | _____ |
| Lounge              | _____ |    | _____ |
| Dining              | _____ |    | _____ |
| Lounge/Dining Comb  | _____ |    | _____ |
| Rumpus/Family       | _____ |    | _____ |
| Media room          | _____ |    | _____ |
| Bathroom            | _____ |    | _____ |
| Kitchen             | _____ |    | _____ |
| Dining/Kitchen Comb | _____ |    | _____ |
| Pantry              | _____ |    | _____ |
| Ensuite             | _____ |    | _____ |
| Separate toilets    | _____ |    | _____ |
| Separate shower     | _____ |    | _____ |
| Laundry             | _____ |    | _____ |
| Study/Office        | _____ |    | _____ |
| G/shed/Shed/Stables | _____ |    | _____ |
| Other rooms         | _____ |    | _____ |

### Type

(select one)

- Highset
- Lowset
- Split-level
- Double storey
- Multilevel

### Services

(select as applies)

- Town water
- Sewered
- Septic
- Gas in street
- Cable in street

### Car Parking

(# of spaces)

- Garage \_\_\_\_\_
- Carport \_\_\_\_\_
- Other \_\_\_\_\_

### Construction (select as applies)

- Brick
- Timber
- Concrete
- Hardiplank
- Fibro
- Rendered
- Cladding
- Brick Veneer
- Block

### Interior Walls

(select as applies)

- Plasterboard
- Timber
- Brick
- Block
- Fibro

### Appliances

(select as applies)

- Gas stove
- Electric stove
- Oven
- Hot Plate
- Rangehood
- Microwave
- Refrigerator
- Dishwasher
- Disposal Unit
- Washing machine
- Dryer
- Ducted vacuum

### Roof

(select one)

- Tiles
- Fibro
- Iron
- Colorbond

### Style

(select one)

- Colonial
- Contemporary
- Brick and tile
- Federation
- Mediterranean
- Pole home
- Queenslander
- Post War

### Hot water system

(select as applies)

- Gas
- Electric
- Solar

### Community Facilities (close by)

- Primary school \_\_\_\_\_ m
- Secondary school \_\_\_\_\_ m
- Bikeway \_\_\_\_\_ m
- Park \_\_\_\_\_ m
- Sporting facilities \_\_\_\_\_ m

### Transport

(close by)

- Bus \_\_\_\_\_ m
- Train \_\_\_\_\_ m
- Ferry \_\_\_\_\_ m

### Outlook

(select one direction)

- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> North      | <input type="checkbox"/> East       |
| <input type="checkbox"/> South      | <input type="checkbox"/> West       |
| <input type="checkbox"/> North-east | <input type="checkbox"/> South-east |
| <input type="checkbox"/> South-west | <input type="checkbox"/> North-west |

INITIALS

**PROPERTY DESCRIPTION DETAILS** (Continued)

Age (years): \_\_\_\_\_

Land (approx. m<sup>2</sup>): \_\_\_\_\_ Land (approx. ha): \_\_\_\_\_

R.P.D. \_\_\_\_\_

Electrical safety switch:  Yes  No Smoke alarm:  Yes  No

Pool Safety Certificate:  Yes  No

Encumbrances:  Yes  No If yes please provide details:

\_\_\_\_\_

Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 disclosures:

(select whichever is applicable)

- The Land is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land.
- The Land is affected by an application to, or an order made by, QCAT in relation to a tree on the Land.

Zoning: \_\_\_\_\_

Rates: \$ \_\_\_\_\_  Quarter  Half year  Year

Vacant Possession: \_\_\_\_\_ days

Tenanted:  Yes  No

Inspection:  Call listing agent  24hrs notice required  Specify: \_\_\_\_\_

**UNIT USE ONLY**

Body Corporate Fees (Inc Sink Fund): \$ \_\_\_\_\_ Period: \_\_\_\_\_

Floor level: \_\_\_\_\_ Lift:  Yes  No (select one)

**COMMENTS**

\_\_\_\_\_

**SIGNATURE OF PARTIES**

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

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

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

**INITIALS**

## ESSENTIAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 “**Act**” means the *Property Occupations Act 2014* (Qld).
- 1.2 “**Agent**” means the party described in Part 2 of the **Appointment of Property Agent**.
- 1.3 “**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.
- 1.4 “**Client**” means the party described in Part 1 of the Appointment of Property Agent.
- 1.5 “**Commission**” means the commission stated in Part 7 of the Appointment of Property Agent.
- 1.6 “**Conjunction Sale**” means a sale conducted in conjunction with other property agents.
- 1.7 “**Property**” means the property described in Part 3 of the Appointment of Property Agent.
- 1.8 “**Property Description Details**” means the particulars listed in the Property Description Details annexed to the Schedule.
- 1.9 “**REIQ**” means The Real Estate Institute of Queensland.
- 1.10 “**Schedule**” means the Residential Sales Schedule forming part of this Agreement.
- 1.11 “**Term**” means the term specified in Part 4, Section 2 of the Appointment of Property Agent.

### 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 sell the Property for the Client in accordance with this Agreement.

### 4. PRICE

- 4.1 The Client instructs the Agent that the Price at which the Agent must offer to sell the Property will be the Price stated in Part 4, Section 3 of the Appointment of Property Agent, or any variation to the Price stated in Part 4, Section 3 of the Appointment of Property Agent as instructed in writing at a later date by the Client.

### 5. ENTITLEMENT TO COMMISSION

- 5.1 The Client agrees to pay the Agent Commission as specified in Part 7 of the Appointment of Property Agent if a Contract of Sale of the Property is entered into with a Buyer, whether within the Term or after the Term, where the Relevant Person is the effective cause of the sale within the Term, provided that:
  - 5.1.1 the Contract of Sale of the Property is completed; or
  - 5.1.2 the Client defaults under the Contract of Sale and that Contract is terminated by reason of or following that default; or
  - 5.1.3 the Contract of Sale is not completed and the whole or part of the deposit paid is liable to be forfeited; or
  - 5.1.4 the Contract of Sale is terminated by mutual agreement of the Client and the Buyer.

- 5.2 For the purposes of Clause 5.1 a Relevant Person is, where the Appointment of Property Agent is for:
  - 5.2.1 an Exclusive Agency, any person (including the Client); or
  - 5.2.2 a Sole Agency, any person other than the Client; or
  - 5.2.3 an Open Listing, the Agent only.

### 6. AUTHORITY TO PAY COMMISSION

- 6.1 The Client:
  - 6.1.1 authorises the Agent, and
  - 6.1.2 authorises and directs the deposit holder or any other person to whom any deposit is paid under a Contract of Sale, to pay to the Agent any Commission to which the Agent is entitled immediately upon:
    - (a) the entitlement to Commission arising; and
    - (b) production of the Agreement or a copy of the Agreement;
- 6.2 The Client agrees that the Agent's receipt for the payment of Commission under Clause 6.1 completely discharges the deposit holder from any duty to account to the Client for the Commission paid to the Agent.

### 7. COMMUNICATION OF EXPRESSIONS OF INTEREST

- 7.1 Unless otherwise agreed in writing between the Client and the Agent, the Client:
  - 7.1.1 only requires the Agent to communicate to the Client:
    - (a) all written offers about the sale; and
    - (b) only those expressions of interest which the Agent determines in its discretion are to be communicated to the Client.

### 8. DISCLOSURE OF RELEVANT FACTS

- 8.1 The Client states that:
  - 8.1.1 the Property is the Client's own property;
  - 8.1.2 the Agent is entitled to sell the Property on behalf of the Client; and
  - 8.1.3 the particulars about the Property contained in the Property Description Details are correct;
- 8.2 The Client authorises the Agent at the Client's cost to:
  - 8.2.1 take reasonable steps to find out or verify:
    - (a) the ownership of the Property; and
    - (b) the description of the Property;
  - 8.2.2 take such other reasonable steps to find out or verify the facts material to the sale, exchange or lease that a prudent property agent would find out or verify in order to avoid error, omission, exaggeration or misrepresentation. These steps may be taken before listing the Property and afterwards as the occasion arises;
- 8.3 The Client will produce to the Agent, at the Agent's request, such information as required by the Agent to satisfy the Agent of the matters referred to in this Clause 8;
- 8.4 This Clause 8 does not oblige the Agent to undertake searches with public authorities;
- 8.5 The Client warrants that the Property is safe and free from any defects for the purposes of a property inspection.

## 9. NOTIFICATION OF SALE TO TENANT

- 9.1 If the Property is tenanted, the Client states that the managing agent for the Property is as stated in Item C of the Schedule;
- 9.2 The Client acknowledges that where the Agent accepts an appointment to sell a property that is tenanted:
- 9.2.1 The Agent must immediately give written notice of the appointment to any managing agent of the Property; and
- 9.2.2 The managing agent must immediately give the tenant notice of the appointment of the Agent to sell the Property.

## 10. COMMUNICATION AND NOTICES

- 10.1 All written communications under this Agreement must be given 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;
- 10.2 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);
- 10.3 The Client authorises the Agent to give on behalf of the Client any statement or other notice that may be required to be given by the Client in accordance with any law;
- 10.4 Nothing in this Clause 10 requires the Agent to give a statement or other notice on behalf of the Client. The Agent may require the Client to sign the statement or other notice on the Client's own behalf.

## 11. AUCTION

- 11.1 The Reserve Price shall be the amount specified in Part 4, Section 3 of the Appointment of Property Agent or as instructed by the Client in writing prior to the time of Auction;
- 11.2 The date, place and time for the Auction shall be as specified in Part 4, Section 1 of the Appointment of Property Agent and Item F of the Schedule or as otherwise agreed with the Client in writing from time to time;
- 11.3 The general conditions of sale shall be those set out in:
- 11.3.1 the Conditions of Sale by Public Auction Real Property adopted by the REIQ; and
- 11.3.2 the copyright form of Contract and the Terms of Contract/Standard Conditions of Sale adopted by the REIQ and approved by the Queensland Law Society as at the date of the Appointment of Property Agent;
- 11.4 The Agent may, in the Agent's sole discretion, subcontract the performance of the Agent's services in relation to holding the Public Auction by engaging a person licensed as an Auctioneer under the Act to conduct the Public Auction on behalf of the Agent. If the Agent employs an Auctioneer then the Client shall pay the amount as specified in Item F(4) of the Schedule as a fee for the Auctioneer's services.

## 12. AGENT'S ENTITLEMENT TO TERMINATION PENALTY

- 12.1 In this Clause 12:
- 12.1.1 **Relevant Contract** means a relevant contract as defined in the Act; and
- 12.1.2 **Termination Penalty** means the amount of 0.25% of the Purchase Price under the Contract of Sale as defined in the Act.

- 12.2 If:
- 12.2.1 the Contract of Sale is a Relevant Contract; and
- 12.2.2 the Buyer validly terminates the contract at any time before the cooling-off period ends in accordance with the Act; and
- 12.2.3 the Client is entitled to retain from the deposit the Termination Penalty,
- the Client agrees that the Termination Penalty will be divided equally between the Client and the Agent.
- 12.3 The Client:
- 12.3.1 authorises the Agent; and
- 12.3.2 authorises and directs the deposit holder or any other person to whom any deposit is paid under a Contract of Sale,
- to pay to the Agent, the Agent's share of the Termination Penalty to which the Agent is entitled in accordance with the Clause 12.2 immediately upon production of the Agreement or a copy of the Agreement.
- 12.4 The Client agrees that the Agent's receipt for the payment of one half of the Termination Penalty under Clause 12.2 completely discharges the deposit holder from any duty to account to the Client for the Agent's share of the Termination Penalty paid to the Agent.

## 13. INDEMNITY

- 13.1 The Client shall be liable for and shall indemnify and defend the Agent, its directors, officers, employees, and agents from and against any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:
- 13.1.1 injury, bodily or otherwise, to or death of any person;
- 13.1.2 loss, damage to or destruction of property, whether real or personal, belonging to the Client, the Agent or others; and
- arising from or in connection with any act or omission or negligence of the Client or any other person (other than the Agent) or arising out of or in connection with the Property or this Appointment of Property Agent.

## 14. CLIENT AND AGENT'S ACKNOWLEDGEMENTS

### The Client and the Agent acknowledge that:

- 14.1 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;
- 14.2 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.

## 15. ENTIRE AGREEMENT

- 15.1 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.