



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.

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.

☒ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name RightWay Realty

Licensee name (corporation, if applicable)

Tony Tran

ABN 58659084568

ACN 144492991

Licence number 3362524

Expiry 12 / 03 / 2025
DD MM YYYY

Address 4 Corsair Avenue

Suburb Inala State QLD Postcode 4077

Phone 07 3375 7766 Fax Mobile 0423600614

Email address.tony@rightwayrealty.com.au

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

Address

Suburb State Postcode

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 / / End / /
 DD MM YYYY 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

\$.....

- 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

Residential sales of 1 or 2 properties only	Open listing: You may terminate in writing at any time. Sole or exclusive: 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.
Open listing	You may terminate an open listing for either commercial or residential property sales at any time.
Other fixed term appointments (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.
Continuing appointments (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.

Section 1 Advertising/marketing

To the client

Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the *authorised amount* must be written here.

Authorised amount \$.....

When payable / /
 DD MM YYYY

Section 2 Repairs and maintenance (if applicable) Property management

The maximum value of repairs and maintenance to be paid by the agent without prior approval by

the client is \$.....

Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

Description

Amount

When payable

.....
.....
.....
.....

Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

Service

Source

Estimated amount

.....
.....
.....
.....

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 or phone on 13 QGOV (13 74 68).

Client 1	Full name Signature D D / M M / Y Y Y Y
Client 2	Full name Signature D D / M M / Y Y Y Y
Agent A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.	Full name Signature D D / M M / Y Y Y Y
Schedules and attachments 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. 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

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.

C 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.

D PUBLIC LIABILITY

INSURER:

AMOUNT OF COVER:

\$

POLICY NUMBER:

EXPIRY DATE:

E 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): _____

F 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: <https://www.rightwayrealty.com.au/privacy-policy/>

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.

G 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.

H VERIFICATION OF IDENTITY / AUTHORITY TO DEAL

Note: Under s19 of the *Property Occupations Regulation 2014*, a real estate agent must, before listing a property for sale, take reasonable steps to find out or verify ownership of the property they are selling.

Identification:

Has the Agent sighted the client/s original photo identification (for example, drivers licence, passport, proof of age card)?

☐ Yes ☐ No

If no, has the Agent requested the client/s to provide photo identification at a later date?

☐ Yes ☐ No

Authority:

Has the client/s provided the Agent with proof of their identity to verify ownership or authority to deal with the property?

☐ Yes ☐ No

If the client is:

- a company or trust
- acting pursuant to a power of attorney
- a personal representative of a deceased estate

the Agent should request verification that the person is an authorised representative and entitled to deal with the property on behalf of the property owner.

I FACTS MATERIAL TO THE SALE OF THE PROPERTY

The client/s acknowledge that any material matters that must be disclosed under s20 of the *Property Occupations Regulation 2014* has/have been disclosed in the Property Details and Disclosure Annexure to this PO Form 6 Schedule.

☒ Yes ☐ No

J PROPERTY FEATURES

Property type (select one)

☐ House ☐ Apartment ☐ Acreage ☐ Unit ☐ Farm ☐ Mobile Home ☐ Duplex ☐ Townhouse ☐ Vacant Land

Construction (select as applies)

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

Appliances (select as applies)

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

Style (select one)

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

Type (select one)

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

Roof (select one)

☐ Tiles
☐ Fibro
☐ Iron
☐ Colorbond

Pool Compliance & QBCC Notification

Is there a non-shared pool on the land? ☐ yes ☒ no

If yes:

Is there a Pool Compliance Certificate?

☐ yes - a copy must be provided to the buyer/s prior to settlement

☒ no - a Form 36 Notice of No Pool Safety Certificate must be provided to the prospective buyer **before they enter the contract**

Does the Client authorise the Agent to prepare the Form 36 and provide a copy of the signed Form 36 to QBCC prior to settlement?:

☐ yes - clause 8.6 applies ☐ no - clause 8.6 does not apply

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

Car Parking

(# of spaces)

Garage

Carport

Other

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

Hot water system

(select as applies)

☐ Gas

☐ Electric

☐ Solar

Interior Walls

(select as applies)

☐ Plasterboard

☐ Timber

☐ Brick

☐ Block

☐ Fibro

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

Services

(select as applies)

☐ Town water

☐ Sewered

☐ Septic

☐ Gas in street

☐ Cable in street

Outlook

(select one direction)

☐ North

☐ East

☐ South

☐ West

☐ North-east

☐ South-east

☐ South-west

☐ North-west

COMMENTS

SIGNATURE OF PARTIES

Client 1:

Date:

Client 2:

Date:

Client 3:

Date:

Client 4:

Date:

Agent:

Date:

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 **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign;
- 1.8 **"Property"** means the property described in Part 3 of the Appointment of Property Agent.
- 1.9 **"Property Description Details"** means the particulars listed in the Property Description Details annexed to the Schedule.
- 1.10 **"REIQ"** means The Real Estate Institute of Queensland.
- 1.11 **"Schedule"** means the Residential Sales Schedule forming part of this Agreement.
- 1.12 **"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.
- 8.6 If a Form 36 Notice of No Pool Safety Certificate is required to be provided to a prospective buyer and QBCC under the *Building Act 1975*, the Client authorises the Agent to do so at the relevant notification time/s.

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 the Property Details and Disclosure Annexure to 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. ELECTRONIC SIGNING, 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 and/or 2 of the Appointment of Property Agent;
- 10.2 The parties consent to the use of electronic communication in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001* (Qld) and the *Electronic Transactions Act 1999* (Cth);
- 10.3 If this Agreement is signed by any party using an Electronic Signature, the Client and the Agent:
- (a) agree to enter into this Agreement in electronic form; and
- (b) consent to either or both parties signing the Agreement using an Electronic Signature.
- 10.4 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;
- 10.5 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 E 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 E(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.

Property Details and Disclosure

Annexure to PO Form 6 REIQ Appointment of Real Estate Agent (Residential Sales) Schedule

PROPERTY DESCRIPTION DETAILS

Note: Under s19 of the Property Occupations Regulation 2014, a real estate agent must, before listing a property for sale, take reasonable steps to find out or verify ownership of the property they are selling.

Is the Agent authorised to order a Title Search for the property (the fees for which will be a recoverable fee under Part 8 Section 3 of the PO Form 6).

☒ Yes ☐ No

If the Client has authorised the Agent to do a Title Search, complete the following details:

Seller's Name (as it appears on the Title Search) _____

NOTE: Check Seller's name matched ID, is there a Trust?

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

Description: Lot: _____ On: _____ Title Reference: _____

Area: _____ ■ more or less Land sold as: ☐ Freehold ☐ Leasehold ■ if neither is selected, the land is treated as being freehold

Present Use: _____

Local Government: _____

Electrical Safety Switch

Is there a compliant electrical safety switch installed on the Land?

☒ Yes ☐ No

Smoke Alarms

Is there a compliant smoke alarm installed at the property?

☒ Yes ☐ No

If no, the Buyer may be entitled to penalty of 0.15% of purchase price if not done by settlement under the terms of the REIQ Contract.

NOTE: Please ensure the information provided is correct so that any certificates which need to be annexed to the Contract are included, to eliminate potential termination rights or other recourse the buyer may be entitled to against the seller.

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

Is the Land affected by an application to, or order made by, QCAT in relation to a tree or fence on the Land? ☐ Yes ☒ No

Tenancies:

Is the Property subject to a tenancy? ☐ No ☐ Yes, list details below:

TENANTS NAME: _____

TERM AND OPTIONS: _____ VACANT POSSESSION: _____

STARTING DATE OF TERM: _____ ENDING DATE OF TERM: _____ RENT: _____ BOND: _____ days

_____ \$ _____ \$ _____

Managing Agent:

AGENCY:

PROPERTY MANAGER:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

Inspection: ☐ Call listing agent ☐ 24hrs notice required ☐ Specify:**MATTERS AFFECTING THE PROPERTY****Registered encumbrances** (on the Title Search):

Easements

Registered Writ / Charge

Caveat

Administrative Advice

Other

Unregistered encumbrances:

Stigmatised property

Owner builder work

Other

Disclosure for Seller's Warranties under the REIQ Contract for Sale (select as applies)

Under the terms of the standard REIQ Residential Contract, the Seller is required to provide various warranties. If the Seller is aware of any issues where the warranties are not correct, the Seller should obtain legal advice about any obligations prior to submitting a Contract to a Buyer.

*Is the Property:*On a state, national or world heritage list? ☐ Yes ☒ NoOn the Contaminated Land Register? ☐ Yes ☒ NoOn the Environmental Management Register? ☐ Yes ☒ NoAny facts or circumstances that may result in the property being classified as contaminated land/notifiable activities under the *Environmental Protection Act 1994*? ☐ Yes ☒ NoIs there an unregistered lease, easement or other right capable of registration including which may affect common property or assets of the body corporate? ☐ Yes ☐ NoIs the present use of the land unlawful? ☐ Yes ☐ NoIf in Gold Coast Regional Council, does Local Law 17 apply? (seller should seek legal advice) ☐ Yes ☐ No*Have you received:*Any notice, proposal or communication from any authority about the property or which may affect the property? ☐ Yes ☒ NoAny actual or threatened claims of proceedings which may affect the property? ☐ Yes ☒ No

If Yes to any of the above, the Seller should seek legal advice before submitting a Contract to a Buyer to ensure that correct disclosure is provided in the Contract and given to the Buyer before they sign. Otherwise the Buyer may be able to terminate the Contract. It may be necessary for the Seller to undertake searches to confirm the details of any of these disclosable matters before the Contract is presented to the Buyer. See Seller's Contract Preparation Checklist.

INITIALS (Note: initials not required if signed with Electronic Signature)

000029769695

FINANCIAL DETAILS

NOTE: The Seller should obtain legal and financial advice about GST to avoid potential financial consequences.

GST

Has the Seller obtained financial advice as to whether GST is applicable? ☐ Yes ☐ No

Has the Seller confirmed GST is applicable? ☐ Yes ☐ No

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.

UNIT USE ONLY

Body Corporate Fees (Inc Sink Fund): \$ _____

Period: _____

Floor level: _____

Lift: ☐ Yes ☐ No (select one)

☐ Section 206 Disclosure Statement has been requested by Client from the body corporate/manager, or will be at a later date prior to the buyer signing a contract.