



## 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 Louise Maree Sloan

ABN .....

ACN .....

Are you registered for GST?  Yes  No

Address 29 Walsall Street

Suburb THE GAP

State QLD

Postcode 4061

Phone ..... Fax ..... Mobile 0439 634 998

Email address lousloan@hotmail.com

#### 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 Go Property Solutions Pty Ltd

Licensee name (corporation, if applicable)

Janine Gee

#### 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 79613629897/613629897

ACN .....

Licence number 4040669

Expiry 18 / 08 / 2020  
DD MM YYYY

Address 28/123 Parkyn Parade

Suburb Mooloolaba

State QLD

Postcode 4557

Phone 07 5353 6044 Fax ..... Mobile 0407861814

Email address bdm@gopropertysolutions.com.au



## 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 ANNEXURE A

.....

**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> <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>3.3% (GST incl) of total tariff charged/rent collected.</p>          <p>Authorised amount \$.....</p> <p>When payable     /     /</p> <p>                          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 300.00 the client is \$.....</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>	<table border="1"> <thead> <tr> <th data-bbox="438 981 798 1019">Description</th> <th data-bbox="798 981 1141 1019">Amount</th> <th data-bbox="1141 981 1535 1019">When payable</th> </tr> </thead> <tbody> <tr> <td data-bbox="438 1019 798 1086">Refer to the attached .....</td> <td data-bbox="798 1019 1141 1086">Property Management .....</td> <td data-bbox="1141 1019 1535 1086">.....</td> </tr> <tr> <td data-bbox="438 1086 798 1153">Schedule and Annexure A .....</td> <td data-bbox="798 1086 1141 1153">.....</td> <td data-bbox="1141 1086 1535 1153">.....</td> </tr> <tr> <td data-bbox="438 1153 798 1220">.....</td> <td data-bbox="798 1153 1141 1220">.....</td> <td data-bbox="1141 1153 1535 1220">.....</td> </tr> <tr> <td data-bbox="438 1220 798 1265">.....</td> <td data-bbox="798 1220 1141 1265">.....</td> <td data-bbox="1141 1220 1535 1265">.....</td> </tr> </tbody> </table>	Description	Amount	When payable	Refer to the attached .....	Property Management .....	.....	Schedule and Annexure A .....	.....	.....	.....	.....	.....	.....	.....	.....
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<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>	<table border="1"> <thead> <tr> <th data-bbox="438 1265 798 1310">Service</th> <th data-bbox="798 1265 1141 1310">Source</th> <th data-bbox="1141 1265 1535 1310">Estimated amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="438 1310 798 1377">.....</td> <td data-bbox="798 1310 1141 1377">.....</td> <td data-bbox="1141 1310 1535 1377">.....</td> </tr> <tr> <td data-bbox="438 1377 798 1444">.....</td> <td data-bbox="798 1377 1141 1444">.....</td> <td data-bbox="1141 1377 1535 1444">.....</td> </tr> <tr> <td data-bbox="438 1444 798 1512">.....</td> <td data-bbox="798 1444 1141 1512">.....</td> <td data-bbox="1141 1444 1535 1512">.....</td> </tr> <tr> <td data-bbox="438 1512 798 1550">.....</td> <td data-bbox="798 1512 1141 1550">.....</td> <td data-bbox="1141 1512 1535 1550">.....</td> </tr> </tbody> </table>	Service	Source	Estimated amount	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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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 Louise Maree Sloan ..... 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 ..... Signature  ..... D D / M M / Y Y Y Y 
<b>Schedules and attachments</b> 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
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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 Agreement

Resident Letting Agent

## SCHEDULE 1

**Note: Body Corporate by-laws to be supplied by Client**

### A PRIOR APPOINTMENT

Pursuant to section 27 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 residential letting agent or real estate 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 resident letting agent or real estate agent to perform the service(s) listed in this Appointment of Property Agent.
- The Client further warrants that another resident letting agent or real estate 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 resident letting agent or real estate 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 27 (3) 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 RENT

Client

Financial Institution: \_\_\_\_\_

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

BRANCH: \_\_\_\_\_

BSB: \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

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

Payment to be made and statement issued: MONTHLY

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

### C TARIFFS

Please state the range of advertised tariffs to be charged by the Agent for use of the Property.

\$ Refer Item 1 in attached Annexure A

or, the Agent will set the tariffs, terms and conditions of rental subject to the prevailing market.

### D ADVANCE BOOKINGS

The Agent is authorised to accept bookings - \_\_\_\_\_ months in advance or if no number is specified, the time frame in Clause 7.19 of the Essential Terms and Conditions will apply.

### E CANCELLATIONS

If re-let for total period, 12% of one week's rent shall be paid to the Agent with refund of balance of deposit to person cancelling booking. If not re-let, forfeiture of deposit with 12% of one week's rent paid to the Agent with refund of balance of deposit to Client.

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

INITIAL  
000012347397

**F MARKETING AND PROMOTIONS**

Please state how the Property is to be marketed and promoted and whether or not the Client agrees to offer the Property free of charge for promotional purposes and if so, the number of nights per year.

- (1) Number of nights' use 0 per year or part year free of charge for promotion.
- (2) As a percentage of gross rent collected and received to the Agent's trust account \_\_\_\_\_ % and/or a level of \$ \_\_\_\_\_ per quarter plus \_\_\_\_\_ per annum free of charge for promotion.

The Client  Permits  
 Does not Permit

the Agent to enter the Property into promotional and letting arrangements with tourist and travel organisations.  
 Refer to Clause 13 of the Essential Terms and Conditions.

**G CLIENT USE**

Please state the number of weeks per year that the Client or the Client's relatives or friends will use the Property and the minimum notice period the Client will give the Agent if the Client or the Client's relatives or friends intend to use the Property.

- (1) Estimated number of weeks for Private Use: Please refer to Item 7 in the attached Annexure A
- (2) Minimum notice period required in writing: 48 hours

Refer to Clause 10 of the Essential Terms and Conditions.

**H COMMISSION**

(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
Management Fee	\$ 13.2% (12%)	Payable monthly of the first business day of the following month
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	

**I FEES, CHARGES AND EXPENSES**

(Note: The Client should refer to Part 8 of the Property Occupations Form 6 and Clause 4.7 of the Essential Terms and Conditions)

Description	Amount (GST inclusive)	When Payable
Management fee:	\$ 13.2 %	Payable monthly of the first business day of the following month
Preparation of Inventory:	\$ 300.00	Owner can do themselves or Holiday Mooloolaba for a charge
Supervising repairs:	\$ 10% if over \$1500	Payable monthly of the first business day of the following month
Administration/Office Charges:	\$ 3.30 per month	Payable monthly of the first business day of the following month
Linen hire:	\$ 4.40 per night	Payable by guest on Tariff
Cleaning:	\$ 121	Payable monthly of the first business day of the following month
Window cleaning:	\$ Nil	Payable monthly of the first business day of the following month
Pest control:	\$ Nil	Payable monthly of the first business day of the following month
Electricity charges:	\$ Nil	Payable monthly of the first business day of the following month
TV and video hire:	\$ Nil	Payable monthly of the first business day of the following month
Cable and satellite TV:	\$ Nil	Payable monthly of the first business day of the following month
PABX and handset rental:	\$ Nil	Payable monthly of the first business day of the following month
Credit/charge card commission:	\$ N/A	
Bank fees:	\$ N/A	
Postage:	\$ N/A	
Booking fees to travel agents, airlines, tourist organisations:	\$ 3-20%	Payable monthly of the first business day of the following month
Others: <u>Refer to items 2,3,4,5 &amp; 6 in attached Annexure A</u>		Payable monthly of the first business day of the following month

The Agent may deduct fees and charges from rent collected or if fees and charges exceed rent collected, the Client shall pay the excess upon request by the Agent.

The fees, charges expenses listed in this Item may be increased subject to agreement in writing between the Agent and the Client.



**J DISBURSEMENTS**

**Rates**

Description	Amount	Rate No	Payable by
Council	\$ _____	_____	Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Water/Sewerage	\$ _____	_____	Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>

Description	Amount		Payable by
Fuel	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Gas	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Electricity	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Other:	_____		
	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>

<b>Unit Levies</b>	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
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Instructions: \_\_\_\_\_

**Caretaking, etc**

*(Attach work schedules)*

Cleaner	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Gardener	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Pest Control	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Other:	_____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>

**Maintenance Contracts**

Air-conditioning	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Lifts	\$ _____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>
Other:	_____		Client <input checked="" type="checkbox"/> Agent <input type="checkbox"/>

**K SERVICE PROVIDERS**

Appliance	Details
Hot Water System	_____
Stove	_____
Dishwasher	_____
Washing Machine	_____
Dryer	_____
Cleaner	_____
Gardener	_____
Carpet Cleaner	_____
Pest Control	_____
Other	_____

**L INVENTORY**

Can be supplied by owner or completed by Holiday Mooloolaba for \$300.00

**M INSURANCE**

Policies	Insurer	Sum Insured	Policy Number
Building	_____	\$ _____	_____
Contents	_____	\$ _____	_____
Householder/Fire	_____	\$ _____	_____
Extension	_____	\$ _____	_____
Plate Glass	_____	\$ _____	_____
Public Liability <i>see clause 4.17</i>	_____	\$ _____	_____
Workers Comp	_____	\$ _____	_____
Lessor's Protection	_____	\$ _____	_____
Loss or Rent	_____	\$ _____	_____
Other	_____	\$ _____	_____

**N BODY CORPORATE**

Name of Plan: \_\_\_\_\_ CTS: \_\_\_\_\_  
 Secretary: \_\_\_\_\_  
 On-site Manager:  
 (if applicable) \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 Manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Body Corporate By-Laws supplied by Owner Yes  No

**O SPECIAL INSTRUCTIONS TO AGENT**

The Client  Permits  
 Does not Permit

the Agent to provide keys to prospective tenants to inspect the Property unsupervised and return the keys to the Agent.

**P 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.

**Q SIGNATURES**

Client 1:  \_\_\_\_\_ Date: \_\_\_\_\_  
 Client 2: \_\_\_\_\_ Date: \_\_\_\_\_  
 Client 3: \_\_\_\_\_ Date: \_\_\_\_\_  
 Client 4: \_\_\_\_\_ Date: \_\_\_\_\_  
 Agent:  \_\_\_\_\_ Date: \_\_\_\_\_

**SIGN  
HERE**

**SIGN  
HERE**

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

**INITIAL**

000012347397

## 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 "**Booking**" includes the reservation of the Property and the term [start to finish date] of the Letting Agreement.
- 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 or Item H of the Schedule (if applicable).
- 1.6 "**Complex**" means the building within which the Property is located.
- 1.7 "**Electronic Signature**" means an electronic method of signing that identifies the person and indicates their intention to sign;
- 1.8 "**Guest**" means a person(s) with whom the Client has entered into a Letting Agreement for the letting of the Property.
- 1.9 "**Letting Agreement**" means an agreement to let the Property for holiday letting.
- 1.10 "**Property**" means the property described in Part 3 of the Appointment of Property Agent.
- 1.11 "**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.
- 1.12 "**Schedule**" means the Resident Letting Agent Schedule.
- 1.13 "**Tariff**" includes rent for the Property.

### 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 let and/or 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 resident letting 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;
- 4.3 refer to the Agent any prospective Guest(s) that contacts the Client;
- 4.4 immediately inform the Agent of any changes:
  - 4.4.1 concerning the Property;

- 4.4.2 to the details specified in Parts 1 or 3 of the Appointment of Property Agent;
- 4.5 meet all obligations imposed by Relevant Legislation and any Letting Agreement entered into by the Client with a Guest;
- 4.6 pay all charges, levies, rates or taxes (including any goods and services tax or value added tax levied or payable on any payments under this Agreement) pursuant to the Appointment of Property Agent, the Schedule or otherwise for the Property;  
**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 Item H and I of the Schedule to the Agent as and when such amounts are payable;
- 4.8 pay the Agent Commission as would have been applicable to any confirmed Booking which is cancelled or declined by the Client;
- 4.9 without limiting the generality of Clause 4.7, pay for all repairs and maintenance to the Property;
- 4.10 pay or ensure the Client's invitees pay for any cleaning and linen services performed or provided under this Agreement;
- 4.11 promptly give instructions to the Agent when requested to do so by the Agent;
- 4.12 ensure the Property is clean and fit to live in, is safe to live in and is in a good state of repair and meets all building requirements of the local and state authorities;  
**For example:** are all railings, stairs and balconies properly constructed and secure; if there is a pool, is it properly fenced;
- 4.13 supply and maintain all locks necessary to ensure the Property are reasonably secure, and at the Client's cost, provide a key for each lock to the Guest and Agent, 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;
- 4.14 observe the terms of any Letting Agreement made by the Agent on behalf of the Client;
- 4.15 have the Property treated for pests as required (no more than annually) at the Client's cost;
- 4.16 accept the risk and loss of non-payment of rent and charges by Guests;
- 4.17 obtain and maintain insurance policies for;
  - 4.17.1 public liability providing cover to a minimum of \$10 million,
  - 4.17.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.17.1;
- 4.18 not give keys to the Property to any person other than the Agent;
- 4.19 if the Client decides to sell the Property, advise the Agent in writing that the Property is for sale identifying the property agent/s with whom the Property is listed for sale;
- 4.20 if the Property is sold or transferred, obtain an undertaking from the new owner and/or Client in favour of the Agent that all advance Bookings will be accepted by the new owner and/or Client;
- 4.21 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;

- 4.22 if the Property includes a regulated pool, provide and keep the swimming 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;
- 4.23 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 Letting Agreement commencing.

## 5. CLIENT'S WARRANTIES

### The Client warrants that:

- 5.1 the Client has authority to enter into this Agreement and is:
- 5.1.1 either the current registered proprietor of the Property or is in the process of becoming the registered proprietor of the Property; or
- 5.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent;
- 5.2 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;
- 5.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement;
- 5.4 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. CLIENT'S ACKNOWLEDGEMENTS

### The Client acknowledges that:

- 6.1 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;
- 6.2 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);
- 6.3 if this Agreement is signed by any party using an Electronic Signature, the Client and the Agent:
- 6.3.1 agree to enter into this Agreement in electronic form; and
- 6.3.2 consent to either or both parties signing the Agreement using an Electronic Signature;
- 6.4 the Agent's contractual obligations are limited to those contained in this Agreement;
- 6.5 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 6.6 the Agent gives no warranty as to the creditworthiness, character or fitness of any Guest;
- 6.7 the Agent is not responsible to the Client for any:
- 6.7.1 default in payment of rent or otherwise on the part of any Guest;
- 6.7.2 damage done by, or any unsatisfactory conduct on the part of, any Guest, whether or not such Guest was approved by the Agent;
- 6.7.3 loss caused by theft;
- 6.7.4 the cost of repairs or replacements caused by damage or theft by a Guest(s);
- 6.7.5 the cost of repairs and replacements caused by fair wear and tear;
- 6.8 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 the Property complies with any building requirements;
- 6.9 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;

- 6.10 the Agent is not a licensed engineer, architect or builder and is only responsible to report to the Client on matters that are readily apparent on a visual inspection;
- 6.11 without limiting the generality of Clause 6.10, 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;
- 6.12 the Agent gives no warranty that any animal to be kept on the Property will not cause any harm, loss or damage or that the Property are 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;
- 6.13 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.

## 7. AGENT'S AUTHORITY

### The Client authorises the Agent:

- 7.1 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;
- 7.2 to pay from any monies received by the Agent for and on behalf of the Client, any disbursements referred to in the Schedule or other expenses, including contractors and tradespeople's fees, incurred by the Agent on behalf of the Client in the management of the Property;
- 7.3 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;
- 7.4 to advertise the Property as available for holiday lettings at the Client's expense, as specified in Part 8, Section 1 of the Appointment of Property Agent;
- 7.5 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;
- 7.6 to share occupancies, promotional activities, and costs as equally as possible amongst all letting Clients (if the Agent lets other units in the Complex);
- 7.7 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective Guest(s) to meet the Guest's obligations as specified in the Letting Agreement current at the time the Client enters into this Agreement;
- 7.8 to negotiate and settle the terms of any Letting Agreement with the Guest in conformity with Relevant Legislation;
- 7.9 to accept and sign Letting Agreements and ancillary documents as agent for the Client;
- 7.10 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Client from a Guest(s) as and when these monies are due for payment;
- 7.11 to, where the Agent is not on-site at the Complex, inspect the Property at least once during each six (6) month period, unless otherwise expressly agreed, and report as to the outcome of those inspections to the Client;
- 7.12 to give notice to the Client, 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;
- 7.13 to arrange for repairs and maintenance as authorised by the Client, either verbally or in writing (including the authorisation about the maximum value of repairs and maintenance in Part 8, Section 2 of the Appointment of Property Agent);

- 7.14 to effect such repairs as necessary to maintain the Property as required by law or for the safety or protection of the Property or its contents;
- 7.15 to appoint and engage contractors and tradespeople on behalf of and at the expense of the Client for purposes authorised under this Agreement or by law;
- 7.16 to exercise the Client's rights to vary or terminate any Letting Agreement with a Guest(s);
- 7.17 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 Guest(s) of the terms of the Letting Agreement with the Client;
- 7.18 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;
- 7.19 in the absence of any written instructions in Item D of the Schedule, the Client authorises the Agent to accept Bookings 12 months in advance;
- 7.20 to charge the Client for cleaning, linen and any other services which may include a margin or handling charge for the Agent over costs. Such charges will not exceed the Agent's agreed rates; and
- 7.21 to obtain from the Body Corporate and to provide to the Guest(s) access to a copy of the Body Corporate By-laws upon the Guest(s) occupying the Property.

## 8. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS

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

## 9. AGENT'S OBLIGATIONS

### The Agent must:

- 9.1 account to the Client in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 9.2 advise the Client of all repairs undertaken to the Property that exceed the amount specified in Part 8, Section 2 of the Appointment of Property Agent;
- 9.3 after and/or during each occupation (including occupation by the Client or the Client's invitees), at the Client's expense, change the linen (if supplied) and clean the Property.

## 10. CLIENT'S OCCUPATION

- 10.1 If the Client or the Client's invitees wish to use the Property, the Agent must be given written notice of their occupancy dates in accordance with Item G of the Schedule;
- 10.2 the Client or Client's invitees must register with the Agent before entering the Property, and in the event of arrival outside of normal office hours make prior arrangements with the Agent to register;
- 10.3 the Client or the Client's invitees may use the Property on shorter notice than that specified in Item G of the Schedule if there are no advance Bookings or if the advance Bookings can be transferred to other Properties in the Complex.

## 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:
  - 11.2.1 give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority;

11.2.2 comply with Clause 4.19.

## 12. CLIENT'S AND AGENT'S OBLIGATION REGARDING TOURIST INDUSTRY RATING

- 12.1 With the co-operation and assistance of the Client, the Agent is to set and maintain standards and services as required by the Tourist Industry in relation to the star rating for the Property established periodically by a recognised tourist authority (eg RACQ or Tourism Queensland).

## 13. PROMOTIONAL USE

- 13.1 The Client must permit the use of the Property free of charge for promotional purposes for the number of nights specified in Item F of the Schedule;
- 13.2 Promotional use shall:
  - 13.2.1 only be permitted when the Property has no other Bookings;
  - 13.2.2 be shared equally with other letting units if the Agent lets other units in the Complex.

## 14. TERMINATION

- 14.1 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:
  - 14.1.1 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
  - 14.1.2 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;
  - 14.1.3 the Client must give the notice referred to in Clause 14.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property;
- 14.2 The Client must pay to the Agent, all commissions and fees to which the Agent is entitled during the notice period outlined in clause 14.1.1 and 14.1.2 above;
- 14.3 Any termination does not affect either party's pre-existing rights and obligations.

## 15. CLIENT AND AGENT'S ACKNOWLEDGEMENT

### The Client and the Agent acknowledge that:

- 15.1 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;
- 15.2 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.

## 16. ENTIRE AGREEMENT

- 16.1 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.