



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

Property Occupations Act 2014

This form is effective from 1 October 2015

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

Agency name (if applicable) Dwelling Investors Pty Ltd

Licensee name Khalid Nayab

ABN 53 608 993 746

ACN 608 993 746

Licence number 3974260

Expiry 13 / 11 / 2018
DD MM YYYY

Address PO Box 7007

Suburb Upper Mount Gravatt State QLD Postcode 4122

Phone 0437 399 927 Fax 07 3343 1870 Mobile 0437 399 927

Email address khalid@dwelling.com.au

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, 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.

Vendor/s

Date / /
 DD MM YYYY

Vendor/s

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:

A non-refundable retainer of \$1,500 Plus
Success fee of 1.5% of final purchase price

.....

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:
The \$1,500 retainer/commencement fee is non-refundable and is paid upfront.
The 1.5% commission is payable at settlement.

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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>Section 1 Advertising/marketing</p> <p>To the client</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>Section 2 Repairs and maintenance (if applicable) Property management</p>	<p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$.....</p>		
<p>Section 3 Other</p> <p>Description of fees and charges.</p> <p>The agent may either complete this section or attach annexures.</p>	<p>Description</p> <p>Title search</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Amount</p> <p>At cost</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>When payable</p> <p>When search conducted and</p> <p>invoiced.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service</p>	<p>Service</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Source</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Estimated amount</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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Part 9—Signatures

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

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at www.qld.gov.au/fairtrading 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 Khalid Nayab Signature D D / M M / Y Y Y Y
Schedules and attachments List any attachments.	Appointment of Real Estate Agent (purchases)

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
	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.

Appointment of Real Estate Agent (Purchases) *To be used when acting for a Buyer*

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 PROPERTY DESCRIPTION

Features and characteristics of property/properties the Client is seeking to buy

Price Range: Maximum \$ _____
Minimum \$ _____

Purpose (select as applicable) Investment
 Residence
 Holiday Home

Property type (select as applicable) Residential (house)
 Residential (units/flats)
 Commercial/Office
 Industrial
 Development site
 Other _____

Preferred Location (*Suburb and/or Postcode*) in order of preference

B PROPERTY DESCRIPTION (Continued)

Property features: Minimum number of bedrooms: _____
 Minimum number of bathrooms: _____
 Minimum block size: _____

Other requirements: _____

If specific property, include address/description:

ADDRESS: _____

 SUBURB: _____ STATE: _____ POSTCODE: _____
 DESCRIPTION: _____

C SERVICES

(Select as applicable)

- Research, locate and present prospective properties to the Client in accordance with the Property Description and the Client's instructions.
- Negotiate terms and conditions of purchase with a prospective seller on behalf of the Client.
- Other (Specify) _____

D FEES AND EXPENSES

Description	Amount (GST inclusive)	When Payable
Commencement fee	\$1,500 paid upfront	
Commission	1.5% of final purchase price	

E SOLICITORS DETAILS FOR CLIENT

NAME: _____
 ABN: _____ 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.

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:

www.dwelling.com.au

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

G SPECIAL CONDITIONS

Empty box for special conditions.

H SIGNATURES

Client 1: _____ Date: _____

Client 2: _____ Date: _____

Agent: _____ Date: _____

ESSENTIAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 “**Agent**” means the party described in Part 2 of the Appointment of Property Agent.
- 1.2 “**Appointment of Property Agent**” means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.3 “**Client**” means the party described in Part 1 of the Appointment of Property Agent.
- 1.4 “**Commission**” means the commission stated in Part 7 of the Appointment of Property Agent.
- 1.5 “**Schedule**” means the Purchases Schedule forming part of this Agreement.
- 1.6 “**Services**” means the services specified in Item C of the Schedule.
- 1.7 “**Special Conditions**” means the special conditions outlined in Item G (if any) of the Schedule.
- 1.8 “**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. APPOINTMENT

- 3.1 For the Commission and other fees payable by the Client, the Agent agrees to provide Services for the Client in accordance with this Agreement;
- 3.2 The Agent is appointed exclusively to provide the Services for the Term.

4. FEES

- 4.1 The Client shall pay all Commissions, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Item D as and when such amounts become payable.

5. INDEMNITY

- 5.1 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:
 - 5.1.1 injury, bodily or otherwise, to or death of any person;
 - 5.1.2 loss, damage to or destruction of property, whether real or personal, belonging to the Client, the Agent or others; andarising 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 in connection with this Appointment of Property Agent.

6. NO WARRANTIES OR REPRESENTATIONS

- 6.1 The Client expressly agrees and acknowledges that:
 - 6.1.1 the Agent is not qualified, authorised or engaged to make any representation or warranty regarding the suitability, structural quality and history of any property which may be the subject to this Agreement; and
 - 6.1.2 it is the sole responsibility of the Client to conduct their own enquires into any matters which may presently or prospectively affect a property presented to the Client by the Agent pursuant to this Agreement; and
 - 6.1.3 any property presented to the Client by the Agent may be removed from the market at any time prior to the Client entering into a binding contract for that property.

7. THIRD PARTY INFORMATION

- 7.1 The Agent does not in any way endorse, or affirm any third party information about the property which it may pass on to a Client relating to a property. Such third party information may be passed on by the Agent to the Client for the purposes of convenience and interest only. It is the sole responsibility of the Client to confirm the accuracy and veracity of that information and the Agent expressly excludes any liability resulting from the Client's reliance on the information.

8. RELATIONSHIP BETWEEN AGENT AND CLIENT

- 8.1 Nothing in this Agreement shall constitute, create or give effect to, or imply a joint venture, partnership or permanent arrangement of any other kind (other than as described herein) between the Agent and Client.

9. NO EXCLUSIVITY

- 9.1 Nothing in this Agreement imposes an obligation of exclusivity in respect of any property which may be the subject of this Agreement.

10. SPECIAL CONDITIONS

- 10.1 This Agreement includes the Special Conditions (if any) contained in Item G of the Schedule. Where the Special Conditions are inconsistent with the general terms and conditions, the Special Conditions will apply to the extent of any inconsistency.

11. SEVERANCE

- 11.1 If any provision of this Agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this Agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

12. GOVERNING LAW

- 12.1 This Agreement is governed by the law in force in the state of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland.

13. COMMUNICATION AND NOTICES

- 13.1 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;
- 13.2 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)*.

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.