Property occupations Form 6

Queensland Government

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 REAL MGMT PTY LTD atf the MD MITCHELL FAMILY TRUST

Licensee name (corporation, if applicable)

REAL MGMT PTY LTD

ABN 83257010822 ACN 610020276

Licence number 4021094 Expiry 30/05/2025

Address 1/230 MELTON ROAD

Suburb NUNDAH State QLD Postcode 4012

Phone 0413 504 084 Fax ..... Mobile 0413 504 084

Email address MD@REALMGMT.COM.AU

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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 ☐☐ / ☐☐ / ☐☐☐☐ (D D / M M / Y Y Y Y) (must be completed)

☐ 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 ☐☐ / ☐☐ / ☐☐☐☐ (D D / M M / Y Y Y Y) End ☐☐ / ☐☐ / ☐☐☐☐ (D D / M M / Y Y Y Y)

☐ Continuing appointment for a service or a number of services over a period

Start ☐☐ / ☐☐ / ☐☐☐☐ (D D / M M / Y Y Y Y)

Section 3
Price

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

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

☐ Reserve ☐ List ☑ Letting

$ **PER WEEK +/- 10%** .....

- 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.

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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)

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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 ☐☐ / ☐☐ / ☐☐☐☐ (D D / M M / Y Y Y Y)

Agent .....

Date ☐☐ / ☐☐ / ☐☐☐☐ (D D / M M / Y Y Y Y)

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 Item B (Commission) of the attached Item Schedule

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:

Refer Item Schedule Item B and Terms of Appointment Clause 6

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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 $ NIL

When payable .....

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 $ 1 WEEKS' RENT +GST

Section 3
Other
Description of fees and charges.

The agent may either complete this section or attach annexures.

Description	Amount	When payable
QCAT PREPARATION	$330.00 INC.GST	ON INVOICE

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.

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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 **MICHAEL DAVID MITCHELL** Signature ..... ☐☐ / ☐☐ / ☐☐☐☐ (D D / M M / Y Y Y Y)
Schedules and attachments List any attachments.	**Refer attached 'Item Schedule' and 'Terms of Appointment'** .....

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.

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Item Schedule - Residential Letting and/or Management

(being a schedule to and forming part of the approved Property Occupations Form 6)

Item

A. AVAILABILITY DATE

/ /

B. COMMISSION *(Payable in accordance with Property Occupations Form 6 Part 7)* *Clauses 3, 5(1), 5(2) and 6*

The Agent's Commission will be calculated using one of the Commission Methods set out in sub-item (b) for each commission type:

Note: *Where the Commission Method is expressed as a percentage the 'Commission Amount' (sub-item (c) for each commission type) is an estimated amount calculated on the Estimated Rent (Item B(1)) and the actual commission for the service will be worked out only on the actual rental for the property.*

1. Estimated Rent: $ ..... per **Week / Fortnight / Month / Year**

2. Letting:

a. Payable: **On Invoice**

b. Commission Method: *(tick only one)*
- ☑ **110.00** % (incl. GST) of one **Week's / ~~Fortnight's~~ / ~~Month's~~ / ~~Year's~~** rent.
- ☐ Fixed Amount of $ ..... (incl. GST)
- ☐ Other: .....

c. Commission Amount: $ ..... plus GST of $ ..... **Total Payable:** $ ..... (incl. GST)

3. Rent Collection and Management:

a. Payable: **Weekly / ~~Fortnightly~~ / ~~Monthly~~ / ~~Yearly~~**

b. Commission Method: *(tick only one)*
- ☑ **7.70** % (incl. GST) of the rent collected in the Payable period specified in Item B(3)(a)
- ☐ Fixed Amount of $ ..... (incl. GST)
- ☐ Other: .....

c. Commission Amount: $ ..... plus GST of $ ..... **Total Payable:** $ ..... (incl. GST)

C. RENT AND STATEMENTS *Clauses 11.12 and 11.13*

Where there is more than one recipient in respect of rent payments or provision of statements additional fees may be incurred.

Rent is to be disbursed and statements issued:

☑ as indicated below **OR** ☐ as per attached Rent and Statements Schedule

Rent Payment Period: **1ST OF THE MONTH**

Pay by *(tick only one)*:

☑ EFT Bank: ..... Branch: ..... BSB: | | | | | | |

Account Name: ..... Account No.: | | | | | | | | |

☐ Cheque Payable To: .....

Address: .....

Statements Issue Period: **ON DISBURSEMENT PAYMENT, AND EOFY, AND OTHERWISE AS REQUESTED**

☑ Client Issue By: ☐ Post ☑ Email

☐ Other Name: .....

Address / Email .....

Warning: due to cyber crime targeting property transactions, confirm any variation to these details via phone.

D. ADDITIONAL FEES AND CHARGES *Clauses 1(9), 3, 5(1), 5(2), and 7*

Note: Fees below are in addition to any stated in Part 8.3 of Property Occupations Form 6.

*A fee may be expressed as either: (a) Fee + GST Amount = GST inclusive Fee OR (b) single GST inclusive figure

	Fee Type	Fee* (GST Inclusive) (Specify $ or %)	When Payable
1)			
2)			
3)			
4)			
5)			
6)			

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E. PAYMENTS BY AGENT

Clauses 1(11), 7, 10.6, 10.7, 11.6, 11.14 and 13

The Client authorises and directs the Agent to pay from rental the items marked to be paid.
Note: The Agent is not authorised to acquire the financial product or advise on such product (unless licensed to do so in accordance with the Financial Services Reform Act 2001)

1. Insurance (List all insurance policies for Property)

	To Pay	Insurer/Detail	Policy Number	Expiry
(1) Building	☐	.....	.....	/ /
(2) Contents	☐	.....	.....	/ /
(3) Public Liability	☐	.....	.....	/ /
(4) Workers Comp.	☐	.....	.....	/ /
(5) Landlord Protection	☐	.....	.....	/ /
(6)	☐	.....	.....	/ /

2. Body Corporate Levies

(1) Sinking Fund ☐ .....
(2) Administration Levy ☐ .....
(3) ..... ☐ .....

3. Caretaking

(1) Gardening ☐ .....
(2) Pool ☐ .....
(3) Pest ☐ .....
(4) Cleaning ☐ .....
(5) Routine Repairs and Maintenance ☐ .....
(6) Emergency Repairs ☐ an amount equivalent to 4 weeks rent OR
☐ .....

Note: where no amount is specified, 4 weeks rent will apply.

4. Rates ☐ .....

5. Other

(1) ..... ☐ .....
(2) ..... ☐ .....

F. TENANT'S PAYMENTS

Clause 1(18)

Where the Tenant is responsible for payment of Water Consumption Charges a copy of the water rates notice must be provided.

(Tick 'Yes' if the Tenant must pay. Provide a percentage apportionment if applicable)

Electricity: ☑ Yes ☐ No ..... **%** **Gas:** ☑ Yes ☐ No ..... **%** **Telephone:** ☑ Yes ☐ No ..... **%**

Cable: ☑ Yes ☐ No ..... **%** **ANY OTHER SERVICE** ..... **:** ☑ Yes ☐ No ..... **%**

Water: *(Water Consumption Charges are only payable if the Property is separately metered)*
Laws apply with respect to Water Consumption Charges under the *Residential Tenancies and Rooming Accommodation Act 2008*.

The Property **is / is not** water efficient in accordance with Section 17 of the *Residential Tenancies and Rooming Accommodation Regulation 2009.*

Tick only **one** of the boxes below

☑ The Tenant is required to pay the Water Consumption Charges for the Property if:
- The Tenant 's water service to the Property is individually metered (or water is delivered by vehicle), and
- The Property is Water Efficient (see the Residential Tenancy Authority for information on Water Efficient devices and minimum ratings), and
- The General Tenancy Agreement specifies an amount for Water Consumption that is payable by the Tenant

☐ Tenant to pay for Water Consumption costs in excess of the reasonable amount of water use agreed between the Tenant and the Landlord of .....

☐ Tenant not required to pay an amount for Water Consumption

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G. FURNISHINGS AND FITTINGS INVENTORY

Clauses 8.1, 12.2 and 12.3

To be prepared by **Agent / Client**

1. Inclusions (for use by Tenant/s)

(Insert inclusions, for example, furniture or other household goods let with the Property, as would be noted on the General Tenancy Agreement. Attach list if necessary)

2. Exclusions (not for use by Tenant/s)

H. PERMITTED TENANTS / OCCUPANTS

Number: ..... Details: **SUBJECT TO OWNER APPROVAL**

I. PETS

Clauses 15.1(3) and 15.1(4)

Permitted: ☐ Yes ☐ No* Details (If any): **SUBJECT TO OWNER APPROVAL**

Is Body Corporate approval required to keep a pet on the Premises: ☐ Yes ☐ No

** Note: The Tenant may, using the approved form (Form 21), request the lessor's approval to keep a pet at the premises.*
If the Lessor wishes to decline the request, they may only do so on one of the grounds set out in Section 184E of the Residential Tenancies and Rooming Accommodation Act 2008.

J. AGENT INSPECTIONS

Clause 12

The Agent will perform **3** inspection/s per year and: **ENTRY/EXIT INSPECTIONS AS REQUIRED**

K. LETTING / RE-LETTING INSTRUCTIONS

Clauses 10.5 and 10.8

AGENT HAS AUTONOMY TO RE-LET PROPERTY IF CLIENT NOT CONTACTABLE TO CONFIRM APPLICATION APPROVAL. PRACTICAL APPLICATION IS TO ENSURE THE INVESTMENT KEEPS TICKING OVER AND GENERATING INCOME FOR THE CLIENT.

L. BODY CORPORATE DETAILS

Clause 13

Name: .....

Address: .....

Secretary: .....

Phone: ..... Email: .....

Manager: .....

Phone: ..... Email: .....

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M. SERVICE AND MAINTENANCE CONTRACTS

Clauses 10.12, 11.2, 11.3 and 11.5

1) .....

2) .....

3) .....

4) .....

N. NOMINATED REPAIRER

Clauses 11.2, 11.3, 11.5 and 11.6

Electrical Repairs: .....

Phone: ..... Email: .....

Plumbing Repairs: .....

Phone: ..... Email: .....

Building Repairs: .....

Phone: ..... Email: .....

Other: .....

Phone: ..... Email: .....

The Client nominates the above as their repairer, provided where the Client does not nominate a repairer, the Agent is authorised to insert the details of their preferred repairer, to be the Client's nominated repairer (in accordance with Section 216 of the *Residential Tenancies and Rooming Accommodation Act 2008*).

First Point of Contact - Refer Section 216 of the *Residential Tenancies and Rooming Accommodation Act 2008*

Is the Nominated Repairer the Tenant's first point of contact for notifying of the need for emergency repairs ☐ Yes ☑ No

If 'No' is selected above, is the Client the first point of contact for notifying of the need for emergency repairs ☐ Yes ☑ No

If neither the Client or Nominated Repairer is the first point of contact, provide details of the first point of contact:

AGENT

O. TENANT INSPECTIONS

Prospective tenants ~~**may**~~ **/ may not** be provided with keys to perform an unsupervised inspection of the Property in accordance with any conditions stated below.

Conditions: .....

P. ELECTRICAL SAFETY SWITCH

Clause 16

An Electrical Safety Power Switch **is /** ~~**is not**~~ installed for general purpose socket outlets.
(A Licensed Electrician can advise in relation to this requirement)

Q. SMOKE ALARMS

Clauses 8.1(6), 11.4 and 15.1(6)

1) Smoke alarms are installed on the Property, where applicable, in compliance with the *Fire and Emergency Services Act 1990* and Regulations thereto. ☑ Yes ☐ No

2) Service and maintenance of smoke alarms:

(a) Date smoke alarm last tested and cleaned: ..... **/ /**

(b) Date smoke alarm batteries last changed: ..... **/ /**

(c) Service life as indicated by the manufacturer's warranty: .....

3) The Client **does /** ~~**does not**~~ authorise the Agent to perform the Client's duties in respect to smoke alarms.

Client's Initials: .....

R. POOL SAFETY CERTIFICATE

Clauses 1(14), 1(15), 8.1(7) and 8.2(5)

(complete if the Property being let contains a Regulated Pool (shared or non-shared))

1) ☐ **Shared Pool** (eg. Owned by a Body Corporate in a complex) - Property to be leased with <u>one</u> of the following:

☐ Current Pool Safety Certificate Certificate No.: ..... Expiry: ..... **/ /**

☐ Form 36 - Notice of no pool safety certificate

2) ☐ **Non-Shared Pool*** (eg. Owned by the owner of the Premises) - Property cannot be leased without a Current Pool Safety Certificate: Certificate No.: ..... Expiry: ..... **/ /**

* ***Note to Owners:***
If no current Pool Safety Certificate is in effect the Client must obtain the certificate prior to entering into, altering, extending or renewing a General Tenancy Agreement with Tenants. Failure to do so may result in substantial penalties under the Building Act 1975.

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S. CONJUNCTING AGENT/S *(Complete if applicable)* *Clause 18*

The Agent named in Part 2 of the attached Property Occupations Form 6 is acting in conjunction with the Agent/s below:

Conjuncting Agent: .....

Licence No.: ..... Licence Expiry: .....

Further Information:

T. SPECIAL TERMS FOR A GENERAL TENANCY AGREEMENT *Clause 11.11*

Any Special Terms inserted under instruction by the Client, where not prepared or authorised by the Client, were prepared by an Australian Legal Practitioner, not by the Agent, who gives no warranty in respect of same and in accordance with the warning in Item Z, legal advice should be sought as to the meaning and effect of such Special Terms before signing any General Tenancy Agreement.

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U. CLIENT'S PUBLIC LIABILITY INSURANCE

Clauses 10.6 and 10.7

Prior to signing, the Client must provide to the Agent, proof and details of current Public Liability Insurance, as listed below.

Insurer: ..... Policy No.: ..... Expiry Date: / /

V. PRIOR APPOINTMENT

Property Occupations Regulation 2014 (QLD) - section 21

(The Client MUST read and complete this Item before signing this Appointment)

1. ☑ The Client confirms being satisfied the Agent has taken reasonable steps to ascertain whether the Client has already appointed another agent to provide the services as outlined in this Appointment.

2. The Client warrants: *(Tick one box only)*

a) ☑ **No other Appointment** of Property Agent is current for the services outlined in this Appointment.

OR

b) ☐ **Another Appointment** of Property Agent is current for the services outlined in this Appointment.

3. Section 21(4) Statement to Client: If you have already appointed another property agent (*existing agent*) to provide the services as outlined in this Appointment, by signing this Appointment you may have to pay the following:

a) a commission under each appointment; and

b) damages for breach of contract under the existing agent's appointment.

W. APPOINTMENT TYPE

(Where Item W is not completed the Appointment Type will be an Exclusive Appointment) *Clause 3*

☐ Open Appointment ☐ Sole Appointment ☑ Exclusive Appointment

You may appoint the Agent to lease the Property on the basis of an open, sole or exclusive appointment.

X. MATERIAL FACTS - REGULATION 20

The Client discloses the following facts in relation to the Property:

Y. REPRESENTATION OF CLIENT

Clause 11.21

Does the Client Authorise the Agent to represent the Client in proceedings at the Tribunal ☑ Yes ☐ No

Note: where 'Yes' is selected above, clause 11.21 will apply.

Z. SIGNING

WARNING: By signing this Appointment the parties confirm that no legal advice as to the conditions contained herein was provided by the Agent. The parties have been advised to seek legal advice with respect to this Appointment.

Client's Signature: ..... Date: / /

Client's Signature: ..... Date: / /

Agent's Signature: ..... Date: / /

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Terms of Appointment - Residential Letting and/or Management

(being a schedule to and forming part of the approved Property Occupations Form 6)

1. Definitions

In this Schedule the following terms mean:

(1) **Act:** means *Property Occupations Act 2014* and Regulations thereto.

(2) **Applicable Legislation:** Reference to relevant Legislation includes Queensland Government Legislation generally (as amended) but particularly the *Property Occupations Act 2014*, regulations and amendments thereto, including *Body Corporate and Community Management Act 1997, Building Act 1975, Building and Other Legislation Amendment Act 2010, Property Law Act 1974, the Building Code of Australia, the Anti-Discrimination Act 1991, Queensland Building and Construction Commission Act 1991, Electrical Safety Regulation 2013, Fair Trading Act 1989, Fire and Emergency Services Act 1990, Building Fire Safety Regulation 2008, Residential Tenancies and Rooming Accommodation Act 2008* as amended and the *Work Health and Safety Act 2011* and Commonwealth Legislation (as amended) including *A New Tax System (Goods and Services Tax) Act 1999* and *Competition and Consumer Act 2010 (Cth)*.

(3) **Appointment:** this Appointment, consisting of:

(a) Property Occupations Form 6 Appointment of a Property Agent; and

(b) the Item Schedule - Residential Letting and/or Management; and

(c) the Terms of Appointment; and

(d) any additional annexures, schedules or documents that may be attached.

(4) **Building Work:** refer to the *Queensland Building and Construction Commission Act 1991,* Schedule 2.

(5) **Condition Report:** a report in compliance with Section 65 or Section 66 of the *Residential Tenancies and Rooming Accommodation Act 2008.*

(6) **Conduct Standards:** the Conduct Standards as set out in the Act and Regulations.

(7) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.

(8) **Electronic Document:** means any electronic communication (including Notices) as defined in the *Electronic Transactions (Queensland) Act 2001* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.

(9) **Fee:** an amount charged by the Agent for a service provided.

(10) **General Tenancy Agreement:** any general tenancy or other agreement with respect to the letting of the Property complying with the provisions of the RTRA *(and Regulations thereto)* as amended.

(11) **GST:** meaning used in the *A New Tax System (Goods and Services Tax) Act 1999* and "GST" includes any applicable rulings issued by the Commissioner of Taxation.

(12) **Item:** means an Item in the attached Item Schedule forming part of this Appointment.

(13) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.

(14) **Pool Safety Certificate:** means the certificate issued with respect to a Regulated Pool (shared or non-shared) that complies with the Pool Safety Standards in accordance with Chapter 8 of the *Building Act 1975*.

Note: *For* ***Shared Pools*** *- a Pool Safety Certificate is valid for one year.*
For ***Non-shared Pools*** *- a Pool Safety Certificate is valid for two years.*

(15) **Prescribed Minimum Housing Standards:**means the minimum housing standards as defined in Section 17A of the RTRA).

(16) **Regulated Pool:** where used in this document has the same meaning as given to it by Section 231B of the *Building Act 1975*.

(17) **Related Document:** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.

(18) **RTRA:** means the *Residential Tenancies and Rooming Accommodation Act 2008* (as varied or amended from time to time).

(19) **Tenant:** is the person to whom the right to occupy the Property under a General Tenancy Agreement is given.

(20) **Water Consumption Charge:** is the variable part of a water service charge assessed on the volume of water supplied to the Property.

2. Appointment of Agent

2.1 In consideration of and in accordance with the terms of this Appointment, the Client appoints the Agent and its permitted Assigns, and the Agent agrees to let and/or manage the Property for the Client. Authority vested in the Agent by this Appointment shall be deemed to be vested in the Agent's authorised employees.

2.2 The Agent is authorised to assign this Appointment provided such assignment is made in accordance with the terms and conditions of this Appointment.

2.3 The Agent is authorised to contact the Client in respect of other services which may be of interest or benefit to the Client.

2.4 Where details as to the term of appointment are not completed in Part 4.2 of the attached Property Occupations Form 6 this Appointment is a continuing appointment.

2.5 Where this Appointment is a continuing appointment as specified in Part 4.2 of the attached Property Occupations Form 6, the Appointment ends on the date specified in a notice given:

(1) by either party in accordance with Clause 17 of this Appointment.

(2) by the Client in accordance with Clause 9 of this Appointment.

2.6 The Appointment will commence on the date set out in Part 4.2 of the attached Property Occupations Form 6 and where no date is inserted the date the last signatory executes the Appointment.

3. Appointment Type

Part 6 of the attached Property Occupations Form 6 relates to property sales only. The Appointment Type (open, sole or exclusive) is as specified in Item W.

3.1 Exclusive Appointment

If this Appointment is an Exclusive Appointment (Item W):

(1) the Client will for the duration of this Appointment refer any prospective tenants of which the Client becomes aware to the Agent.

(2) the Client will not, during the term of the exclusive appointment, appoint any other Agent to carry out any of the services to be performed by the Agent, as set out in this Appointment.

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(3) if during the term of this Appointment the Client undertakes to perform any of the services to be performed by the Agent as set out in this Appointment, the Client will still be responsible for Commission and/or Fees to the Agent for those services.

(4) if during the term of this Appointment another party acts for the Client in providing the services set out in this Appointment, the Client will still be responsible for Commission and/or Fees to the Agent for those services.

(5) where a letting commission is applicable and the Agent during the term of this Appointment is the effective cause of the Property being let, regardless of whether the Appointment has expired, the Agent will still be entitled to the letting commission.

3.2 Sole Appointment

If this Appointment is a Sole Appointment (Item W):

(1) if during the term of this Appointment another party acts for the Client in providing the services set out in this Appointment, the Client will still be responsible for Commission and/or Fees to the Agent for those services.

(2) where a letting commission is applicable and the Agent during the term of this Appointment is the effective cause of the Property being let, regardless of whether the Appointment has expired, the Agent will still be entitled to the letting commission.

(3) if the Client lets the Property privately and the Agent is not the effective cause of the Property being let no commission with respect to letting will be payable.

3.3 Open Appointment

If this Appointment is an Open Appointment (Item W):

(1) during the term of this Appointment the Client will be responsible for Commission and/or Fees to the Agent as outlined in this Appointment, for all services provided by the Agent in respect of this Appointment.

(2) where a letting commission is applicable and the Agent, during the term of this Appointment is the effective cause of the Property being let, regardless of whether the Appointment has expired, the Agent will still be entitled to the letting commission.

(3) if the Client or another properly appointed agent lets the Property and the Agent is not the effective cause of the Property being let no commission with respect to letting will be payable.

4. Reappointment

4.1 Where the Appointment is not a continuing appointment (refer Part 4.2 of the attached Property Occupations Form 6), then subject to Clause 4.2 the Client may reappoint the Agent, in the approved form, for a further period under the same terms and conditions by completing Part 10 (Reappointment) of their copy of this Appointment and providing it to the Agent.

4.2 The Client must provide the Reappointment to the Agent not more than 14 days prior to the expiry of this Appointment.

4.3 Where the Client has reappointed the Agent in the approved form, the Parties agree that the Agent has the right to end or revoke the Reappointment by giving written notice to the Client within 7 days after receiving the Reappointment.

4.4 Where the Agent ends or revokes the Reappointment the Appointment will end:

(1) where this Appointment has not ended, in accordance with the terms and conditions of the Appointment; and

(2) where this Appointment has ended and the Reappointment commenced, on service of the written notice required in accordance with Clause 4.3.

4.5 Where the Agent does not serve a notice in accordance with Clause 4.3 this will be confirmation of the Agent's acceptance of Reappointment.

5. General Tenancy Agreement

The Client will be in breach of this Appointment should the Client fail to observe the provisions of any General Tenancy or other agreement entered into during the term of this Appointment under the RTRA. In the case of a breach which results in termination of the General Tenancy Agreement the Client must pay to the Agent:

(1) all Commission and Fees then due and owing to the Agent.

(2) the Commission and Fees payable in respect of any balance of the term (not to exceed six months), of such General Tenancy Agreement subject to the Agent taking reasonable steps to mitigate any loss.

6. Commission

6.1 The Client will pay all Commission as more particularly detailed in Part 7 of the attached Property Occupations Form 6 and Item B.

6.2 The Client authorises the Agent to deduct all Commission, where possible, from rent collected.

7. Fees, Charges and Expenses

7.1 The Client will pay all Fees, Charges, Expenses and other outlays owing to or incurred by the Agent in association with this Appointment, as detailed in Part 8 of the attached Property Occupations Form 6 or as outlined in Items D and E.

7.2 The Client authorises the Agent to deduct all such Fees, Charges, Expenses and outlays, where possible, from rent collected.

8. Client's Obligations Regarding Tenancy (Refer to the *Residential Tenancies and Rooming Accommodation Act 2008*, Section 185 for obligations generally)

8.1 At the start of the tenancy, in accordance with Section 185(2) of the RTRA, the Client must ensure (at its own cost):

(a) are clean;

(b) are in good repair;

(c) are safe and fit for the Tenant/s to live in; and

(d) comply (where applicable) with the Prescribed Minimum Housing Standards (refer Sections 17A and 185(2)(e) (RTRA) and Schedule 5A of the RTA Regulation).

(2) the Client is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.

8.2 In addition to the Section 185(2) requirements under Clause 8.1, at the start of the tenancy, the Client must also ensure (at its own cost):

(1) the Property and inclusions comply with the local and state authority building and emergency services legislation;

(2) all locks and security fittings are maintained and are in a reasonable state of repair;

(3) there is no Repair Order for the Property (Section 221 of the RTRA) that has not been:

(a) complied with; or

(b) disclosed to the Agent where not complied with, in which case, it will be listed on and may apply to the Tenancy Agreement until it has been remedied;

(4) that sufficient keys to the Property are provided to the Agent and Tenant/s for each lock, as provided in accordance with Section 210 of the RTRA;

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(5) compliance with the Fire and Emergency Services Act 1990 and Regulations thereto (installation and maintenance of smoke alarms see Item Q); and

(6) where the Property contains a Regulated Pool (shared or non-shared), compliance with its obligations under Chapter 8 of the Building Act 1975 in respect to pool safety.

8.3 While the tenancy continues, the Client must, in accordance with Section 185(3) (at their own cost):

(1) maintain the Property in such a way that it remains fit for the Tenant/s to live in;

(2) maintain the Property and inclusions in good repair,

(3) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with;

(4) keep any common areas, if any, reasonably clean;

(5) ensure the Property and inclusions otherwise continue to comply with any applicable Prescribed Minimum Housing Standards.

8.4 In addition to the requirements under Clause 8.3, while the tenancy continues, the Client must also (at its own cost):

(1) treat the Property as necessary by a licensed pest controller;

(2) where Item R(2) applies, ensure that a current Pool Safety Certificate is in effect prior to entering into, altering, extending or renewing a General Tenancy Agreement with Tenants for the Property; and

(3) comply with the applicable local and state authority building regulations.

8.5 The Client acknowledges it has sole responsibility to carry out the obligations under Clauses 8.1, 8.2, 8.3 and 8.4, and the Agent (unless expressly directed by the Client), will bear no responsibility for doing so.

8.6 The Client warrants it is the owner of the Property and has full authority to enter into all General Tenancy Agreements.

8.7 All dealings with a Tenant regarding the tenancy are to be communicated and dealt with through the Agent.

9. Property Sale of Transfer

In the event of the Property being transferred by the Client:

(1) the Client will forthwith inform the Agent in writing of the Real Estate Agent appointed to sell the Property.

(2) the Client will promptly notify the Agent of the signing of a contract and of the Client's intention to terminate the Appointment giving the Agent not less than thirty days notice.

10. Client Obligations and Authority

10.1 The Client has, at the time of entering into this Appointment, provided the Agent with accurate information, and has disclosed to the Agent all relevant facts about the Property and has not provided information that is or is likely to be false, misleading or deceptive.

Note: Section 312A of the RTRA provides a Tenant may, within the first three months of a tenancy, apply to QCAT for a termination order, if they have received false or misleading information about:

(a) the condition of the premises or inclusions; or

(b) the services provided for the premises; or

(c) a matter relating to the premises that is likely to affect the Tenant's quiet enjoyment of the premises; or

(d) the agreement or any other document the lessor must give the Tenant under this Act; or

(e) the rights and obligations of the Tenant or lessor under the RTRA.

10.2 The Client will at all times during the currency of this Appointment keep the Agent advised of and disclose to the Agent in writing all relevant and material facts and changes thereto about the Property.

10.3 The Client does not rely on the Agent to determine the financial or credit suitability of any prospective tenant beyond the details set out or obtained in accordance with the Application for Tenancy used by the Agent.

10.4 The Client acknowledges once a General Tenancy Agreement has been entered into by the Client and Tenant the Agent is limited to its Obligations under this Appointment.

10.5 The Client authorises and directs the Agent to let, re-let (as necessary) and manage such letting of the Property at a Rent and for a term authorised by the Client or failing such authorisation for a fair and reasonable Rent as determined by the Agent, unless otherwise instructed by the Client in Item K.

10.6 The Client must obtain and maintain the insurance policies listed, "to pay" in Item E, and the Client must upon request, provide certificates annually for each insurance policy confirming the currency of such policies.

10.7 The Client must have public liability insurance (Item U) and be covered for a minimum of 10 million dollars, in addition to any insurance provided by a body corporate for common areas. Such policy must be maintained for the term of this Appointment and the Client must upon request provide a certificate annually confirming the currency of such policy.

10.8 Notwithstanding the Agent's responsibility to refer suitable Tenant's based on the Agent's standard Application for Tenancy, final approval shall at all times be the responsibility of the Client as Landlord.

10.9 The Client must comply with the requirements of this Appointment, all Applicable Legislation, and any General Tenancy Agreement arising from this Appointment.

10.10 Where a product, fixture or fitting provided with the Property has a warning label or safety instructions attached the Client is not to deface, damage or remove such label.

10.11 Where the Client directs the Agent to issue the Tenant with a Notice to Leave due to:

(1) the Premises being sold;

(2) the use of the Premises changing; or

(3) the Client (or their family) resuming occupation of the Premises,

the Client must provide accurate information to the Agent and advise the Agent promptly should circumstances in relation to the Notice to Leave change.

10.12 The Client will, upon request, provide details of all service / maintenance contracts (Item M).

10.13 The Client must ensure any Nominated Repairer (Item N) is appropriately qualified, and licenced and holds suitable public liability and (where applicable) professional indemnity insurance policies.

10.14 Where a Nominated Repairer is unable to carry out or complete a repair due to not being suitably qualified, licenced or insured, the Client authorises the Agent to source a suitable alternative repairer at the Clients cost.

10.15 the Client is to inform the Agent promptly of any change with respect to their Nominated Repairer.

10.16 the Client is to inform the Agent of any Repair Orders (Section 221 of the RTRA) relating to the Premises.

10.17 The Client must inform the Agent if, within 6 months of entering into this Appointment, the Client served a previous Tenant with a Form 12 'Notice to Leave', on any of the following grounds:

(1) Sale contract (Section 286 RTRA);

(2) Change of use of property (Section 290E RTRA); or

(3) Owner occupation (Section 290G RTRA).

Note: If a residential tenancy ends because the lessor gives the Tenant a notice to leave for sale contract (RTRA Section 365B(1)), change of use of property (RTRA Section 365C(1)), or owner occupation (RTRA Section 365D(1)), the lessor must not offer a residential tenancy for the premises for 6 months after the handover day.

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10.18 the Client will promptly inform the Agent of any change to the Client's contact or bank details.

11. Agent's Obligations and Authority

11.1 Except as otherwise authorised by the Client, the Agent will be responsible for locating and introducing to the Client suitable prospective tenants in accordance with the criteria detailed in the Agent's Application for Tenancy so as to enable the Client to make an informed decision as to the suitability of the prospective tenants.

11.2 The Agent must where required or necessary (including, where directed by the Client, to ensure the Property continues to comply with the Prescribed Minimum Housing Standards) organise routine repairs, service and maintenance (utilising, where appropriate, a licensed tradesperson) and where possible utilise those services of the persons detailed in Items M or N (as applicable).

11.3 The Agent will seek the Client's written approval before ordering routine repairs (*repairs that are not emergency repairs*) or maintenance in excess of the authorised amount specified in Part 8.2 of the attached Property Occupations Form 6 or any amount otherwise specified by the Client in writing.

11.4 Where the Agent is authorised and expressly directed to carry out the Client's duties in respect of matters detailed in Clause 8.1, 8.2, 8.3 and 8.4 the Agent is authorised and reserves the right to employ the services of a suitably licensed tradesperson to carry out such requirements and bill the cost thereof, including any superannuation guarantees, if applicable, relating to such services, to the Client.

11.5 When appointing tradespersons the Agent must exercise proper due diligence and in so doing, except in the case of negligence on the part of the Agent, will not be liable for loss or damage caused by or resultant upon the tradespersons carrying out works.

11.6 (1) The Agent may arrange for an authorised or other suitably qualified person to carry out emergency repairs (as defined in Section 214 of the RTRA) or maintenance up to the value nominated in Item E 3 (6).

(2) If the Agent acts under Clause 11.6(1) and pays for the emergency repairs, the agent is authorised to make deductions from payments of rent, up to the cost of the repairs, before disbursement of the payments to the Lessor's account, provided the Agent must inform the Lessor of the action as soon as practicable after making the deduction.

11.7 The Agent will take reasonable steps to ensure goods or services obtained for the Client are at competitive prices.

11.8 The Agent will not induce or attempt to induce, a breach of, or an interference with, a Contract between the Client and a tenant.

11.9 The Agent will maintain its Licence in accordance with the Act.

11.10 The Agent will advise the Client upon the termination of any General Tenancy Agreement and/or vacancy of the Property.

11.11 The Agent will, subject to the RTRA and other Applicable Legislation, negotiate, finalise and where neccessary, execute on behalf of the Client any General Tenancy Agreement or any amendments or variations thereto, including any other documents in relation to the tenancy arising from this Appointment.

11.12 The Agent is to collect and receive all monies payable (rent, bond and otherwise) under any General Tenancy Agreement entered into pursuant to this Appointment.

11.13 The Agent must account in writing to the Client with respect to Clause 11.12 and those monies paid or used by the Agent carrying out the Agent's Obligations under this Appointment.

11.14 The Agent will make all payments required under and in accordance with this Appointment and which the Agent may have an obligation to make as the Client's Agent.

11.15 The Agent is authorised to apply to the Residential Tenancy Authority for payment of the Tenant's bond to recover all monies including unpaid rent under the General Tenancy Agreement relevant to the Property.

11.16 The Agent will promptly respond to and, subject to the Client's written instructions, attend to all reasonable requests by the Client for service, maintenance of, and repairs to, the Property.

11.17 The Agent will not engage a person to perform Building Work unless the person holds a licence under the *Queensland Building and Construction Commission Act 1991* authorising the performance of the work.

11.18 The Agent must immediately notify the Client in writing if the Agent becomes aware of a tenant's breach, which is in the Agent's opinion a fundamental breach of the General Tenancy Agreement.

11.19 In relation to expressions of interest the Agent will keep the Client advised of enquiries regarding the re-letting and letting of the Property.

11.20 The Agent is authorised to, and in so doing may, on obtaining written instruction from the Client, use independent legal services, to:

(1) take legal action in respect of a breach of the General Tenancy Agreement; and/or

(2) recover monies due and unpaid by a Tenant subject to the General Tenancy Agreement.

11.21 Where 'Yes' is selected in Item Y, in accordance with Section 206 of the RTRA, the Agent is authorised to represent and/or appear on behalf of the Client, in matters before the Tribunal.

11.22 When dealing with prospective tenants the Agent is not precluded from ascertaining the Tenant's suitability (financial or otherwise) to rent the Property.

11.23 The Agent must act in accordance with the Clients instructions unless such instructions are contrary to the Conduct Standards prescribed in the Regulations to the Act.

12. Property Inspection

12.1 The Client will comply with all obligations with respect to Condition Reports and inspections required by the RTRA or the General Tenancy Agreement, and authorises the Agent to inspect the Premises and prepare, sign and provide to the Tenant, such reports, on behalf of the Client.

12.2 The Agent is required to complete an Inventory and/or inspection report of the Property if specified in Item G and J.

12.3 The Agent will notify the Client in writing of any serious tenant's complaint or defect to the Property (subject to the limitations set out in Clause 15.2) creating a possible liability.

12.4 The Client will be responsible for rectification of matters notified under Clause 12.3.

13. Body Corporate

13.1 Should the Property be subject to Body Corporate and Community Management Legislation, the Agent is authorised and directed to deal in all matters relevant to this Appointment and any General Tenancy Agreement entered into under the authority of this Appointment with the relevant Body Corporate.

13.2 The Client will provide to the Agent, or alternatively the Agent is authorised to obtain from the Body Corporate, a copy of current by-laws. A copy of such by-laws are to be provided to all Tenants by the Agent upon occupying the Property.

13.3 The Client must instruct the Body Corporate to provide the Agent with revised by-laws when and if such by-laws are amended, and otherwise facilitate the Agent's compliance with its obligations under this Appointment.

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14. Work Health and Safety

Insofar as either party to this Appointment is, with respect to the Premises a - Person Conducting a Business or Undertaking (under the *Work Health and Safety Act 2011*, Regulations or relevant Codes of Practice in relation thereto) such party must comply with Applicable Legislation, Regulations or relevant Codes of Practice. Provided however, in carrying out such obligations the Agent acts only as Agent for the Client.

15. Indemnity

15.1 The Agent having complied with its obligations under this Appointment and not having been negligent, the Client indemnifies the Agent, its officers and employees, from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of this Appointment from;

(1) the Client's failure to comply with this Appointment, any General Tenancy Agreement entered into under the authority of this Appointment, and/or Applicable Legislation; or

(2) the Client's failure to give the Agent prompt and appropriate authority or instruction, or sufficient funds to carry out an instruction or authority; or

(3) the Tenant's failure to comply with his/her obligations according to the General Tenancy Agreement, at no fault of the Agent; or

(4) the Tenant's failure to comply with his/her obligations under the RTRA and or other Applicable Legislation; or

(5) the Agent acting on behalf of the Client under this Appointment; or

(6) any loss arising from injury to person or damage to property howsoever caused (except in the case of negligence on the part of the Agent); or

(7) the Client's failure to disclose required information relevant to this Appointment; or

(8) a warning label or safety instructions having been removed, damaged or defaced where a product or fitting has been supplied to the Property with such a label or instruction attached.

(9) any decision the Client may make with respect to a request to keep a pet on the Premises.

15.2 The Client acknowledges that the Agent is acting only as a licensed letting and/or managing agent and is not responsible for reporting any matters (including defects latent or otherwise) other than those that are readily apparent during the course of standard periodic inspections (see Clause 12) or as bought to their attention as letting agent by the Tenant.

The Agent is not otherwise qualified and it is the Client's responsibility to obtain specific advice with respect to the Property and its soundness as to building and structural integrity, pest, health, fire and pool safety and other requirements. As such, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of, or in respect of this Appointment, resulting from matters of cleanliness, safety, construction, building requirements or building deterioration, notwithstanding the Agent's obligations under Clause 12.

16. Electrical Safety Switch

If an Electrical Safety Switch is not installed on the Property, the Client must install an approved Electrical Safety Switch. *(See Section 81 of the Electrical Safety Regulation 2013)*

17. Termination

17.1 Either party may terminate this Appointment by giving notice in accordance with Part 5 of the attached Property Occupations Form 6 for the time specified therein (See Sections 106 and 114 of the Act).

17.2 In the event of the Client committing to sell or transfer the Property the Client will terminate this Appointment in accordance with Clause 9 of this Appointment.

17.3 Any Termination shall be without prejudice to either party's rights under this Appointment.

17.4 Upon Termination of this Appointment the Client must pay, within the time period specified in Part 5 of the attached Property Occupations Form 6, to the Agent all Fees and Commission then due and owing to the Agent.

18. Conjunctional Letting

The Agent may, during the term of the Appointment, to better facilitate the provisions of the Appointment, utilise the services of another agent in which case there may be sharing of the Commission.

19. Execution and Confirmations

19.1 By signing this Appointment, the parties acknowledge:

(1) having received a copy of this Appointment for perusal prior to signing;

(2) being provided with the opportunity to obtain independent legal advice; and

(3) agree they are bound by the terms of this Appointment.

(4) this Appointment constitutes the whole agreement between them, and each parties contractual obligations are limited to those set out herein.

19.2 The Agent must provide the Client with a signed copy of this Appointment, after signing by all parties, in accordance with the Act.

20. Special Conditions

20.1 Any Special Conditions to this Appointment shall form part of this Appointment. Should there be inconsistency between these Terms of Appointment and a Special Condition, the Special Condition will apply. All Special Conditions must be in compliance with all relevant legislation.

20.2 Special Conditions to this Appointment where inserted at the direction of the Client were prepared by the Client or an Australian Legal Practitioner instructed by the Client and not by the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

21. Privacy

21.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.

21.2 The Privacy Policy outlines how the Agent collects and uses Personal Information provided by you as the Client, or obtained by other means, to provide the services required by you or on your behalf.

21.3 You as Client agree the Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

(1) tenants and potential tenants, insofar as such information is relevant to the managing and/or leasing of the Property; and/or

(2) Body Corporates and financial institutions; and/or

(3) tradespeople and similar contractors in order to facilitate the carrying out of works with respect to the Property; and/or

(4) other third parties as may be required by the Agent for the purposes of marketing, sales promotion and administration relating to the use of the Agent's products and services, but must do so in compliance with legislative and regulatory requirements.

21.4 Without provision of certain information the Agent may not be able to act effectively or at all on the Client's behalf.

21.5 The Client has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

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21.6 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

22. Data Collection

Upon signing this Appointment the parties agree the Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Appointment and any subsequent tenancy agreement.

23. Related Documents / Notices / Electronic Communication

23.1 The parties agree and confirm this Appointment, and any documents and communications in relation to, and authorised by, this Appointment, may be forwarded electronically and where a document has been forwarded electronically (either for signing or otherwise) the party receiving such document confirms having consented to its delivery and execution electronically, before receiving the documentation.

23.2 A Related Document to be served on any party under this Appointment shall be in writing and may be served on that party:

(1) by delivering it to the party personally; or

(2) by leaving it for the party at that party's address as stated in this Appointment; or

(3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Appointment; or

(4) by electronic communication to the party at the appropriate electronic address as stated in this Appointment; or

(5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 23.2(1) to (4) above.

23.3 A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.

23.4 A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the *Electronic Transactions (Queensland) Act 2001*.

23.5 Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.

23.6 Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.

23.7 The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.

23.8 Where applicable, the parties also agree to execution, delivery and service of documents electronically by a method provided by an agreed electronic signature service provider.

24. Using this Form

Where information is required to be entered on the approved form, information contained in any attached annexures or schedules referred to in the approved form, including the Item Schedule and the Terms of Appointment, shall apply to the approved Property Occupations Form 6.

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