



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

Property Occupations Act 2014

This form is effective from 1 December 2014

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the registered owner of the property, land, or owner of the business. It can be either a company or individual.

Client name **JOHN GREGORY THOMPSON**
 Address **121 GLENVIEW DRIVE**
 Suburb **SUNCOST** State **QLD** Postcode **4500**
 Phone **(07) 5476 7610** Fax **(07) 5476 7611** Mobile **0419 678 124**
 Email address **thompsons@anymail.com.au**

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name **MARY ELLEN THOMPSON**
 Address **121 GLENVIEW DRIVE**
 Suburb **SUNCOST** State **QLD** Postcode **4500**
 Phone **(07) 5476 7610** Fax **(07) 5476 7611** Mobile **0419 678 123**
 Email address **thompsons@anymail.com.au**

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) **Virtual Realty QLD**
 Licensee name
 Licence number Expiry **/ /**
 Address **123 Carriden Terrace**
 Suburb **Blue Sky City** State **QLD** Postcode **9000**
 Phone Fax Mobile
 Email address **paul.lupi@propertytraining.com.au**

Part 3—Details of property or business that is to be sold, let, purchased, or managed

Please provide details of the property, land, or business as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description **Residential Dwelling**
 Address **121 Glenview Drive**
 Suburb **SUNCOAST** State **QLD** Postcode **4500**
 Lot **28** Plan **196543**
 Title reference **7632105** Parish/County

Part 4—Appointment of property agent

<p>Section 1 Performance of service Annexures detailing the performance of service may be attached if required.</p>	<p>The client appoints the agent to perform the following service/s:</p> <p><input checked="" type="checkbox"/> Sale <input type="checkbox"/> Purchase <input type="checkbox"/> Letting / collection of rent / management</p> <p><input type="checkbox"/> Auction Auction date <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> Other (please specify)</p>
<p>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.</p>	<p><input checked="" type="checkbox"/> Single appointment for a particular service or services</p> <p>Start <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> End <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> Continuing appointment for a service or a number of services over a period</p> <p>Start <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
<p>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.</p>	<p><input type="checkbox"/> Reserve <input checked="" type="checkbox"/> List <input type="checkbox"/> Letting</p> <p>\$ 495,000.00</p> <ul style="list-style-type: none"> For auctions: If a reserve price is unknown at the time of appointment, it can be advised <i>in writing</i> at a later date. <p>For residential property auctions and residential properties to be marketed without a price:</p> <ul style="list-style-type: none"> If the client agrees to marketing via an <i>electronic listing provider</i>, the client agrees for the agent to disclose to the <i>electronic listing provider</i> a price or price range of <p>\$..... to establish a search criteria.</p>
<p>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.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Part 5—Termination of appointment

<p>Residential sales of 1 or 2 properties only</p>	<p>Open listing: You may terminate in writing with 30 days notice or less if both parties agree. Sole or exclusive: You may terminate in writing with 30 days notice, but the appointment will not be terminated until it has been in effect for at least 60 days.</p>
<p>Non-sales (for example: letting, collection of rents etc)</p>	<p>You may terminate in writing with 30 days notice or less if both parties agree.</p>

Part 6—SALES: Open listing, sole agency or exclusive agency

A client may appoint an agent to sell a property, land or business on the basis of an open listing, or a sole agency, or an exclusive agency.

<p>When you must pay the agent To the client This information shows when you will have to pay the agent if the property is sold during the term of the agent's appointment.</p>	<p><input type="checkbox"/> Open listing</p> <ul style="list-style-type: none"> 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. The agent is entitled to the agreed commission if he or she is the <i>effective cause of sale</i>.
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Part 6—SALES: Open listing, sole agency or exclusive agency continued

Note: If you sell your property after this appointment expires and the agent introduced the buyer to your property, the agent may be entitled to commission.

Sole Exclusive

Sole and exclusive appointments

If you appoint a new agent during an existing agent’s sole or exclusive 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.

Exclusive appointments

The client will pay this agent whether this agent, any other agent, or person (including the client themselves), sells the property during the term of the appointment.

Part 7—Commission

To the client

The commission is negotiable.

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 A (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:

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.

As per attached marketing plan

Authorised amount \$ **1,650.00**

When payable / /
D D M M Y Y Y Y

**Section 2
Repairs and maintenance
(if applicable)**

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$.....

Part 8—Authorisation to incur fees, charges and expenses continued

Section 3 Other	Description	Dollar amount	When payable
Description of fees and charges. The agent may either complete this section or attach annexures.

Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service	Service	Source	Estimated amount
.....
.....
.....
.....

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.fairtrading.qld.gov.au or phone on **13 QGOV** (13 74 68).

Client 1	Full name..... JOHN GREGORY THOMPSON Signature <input type="text" value="0"/> <input type="text" value="1"/> / <input type="text" value="1"/> <input type="text" value="2"/> / <input type="text" value="2"/> <input type="text" value="0"/> <input type="text" value="1"/> <input type="text" value="4"/> <small style="display: flex; justify-content: space-around; font-size: 8px;">D D M M Y Y Y Y</small>
Client 2	Full name..... MARY ELLEN THOMPSON Signature <input type="text" value="0"/> <input type="text" value="1"/> / <input type="text" value="1"/> <input type="text" value="2"/> / <input type="text" value="2"/> <input type="text" value="0"/> <input type="text" value="1"/> <input type="text" value="4"/> <small style="display: flex; justify-content: space-around; font-size: 8px;">D D M M Y Y Y Y</small>
Agent A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.	Full name..... Virtual Realty QLD Signature <input type="text" value="0"/> <input type="text" value="1"/> / <input type="text" value="1"/> <input type="text" value="2"/> / <input type="text" value="2"/> <input type="text" value="0"/> <input type="text" value="1"/> <input type="text" value="4"/> <small style="display: flex; justify-content: space-around; font-size: 8px;">D D M M Y Y Y Y</small>
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.	I/we (the client) reappoint (the agent) to <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <small style="display: flex; justify-content: space-around; font-size: 8px;">D D M M Y Y Y Y</small> Client's name..... Signature <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <small style="display: flex; justify-content: space-around; font-size: 8px;">D D M M Y Y Y Y</small> Client's name..... Signature <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <small style="display: flex; justify-content: space-around; font-size: 8px;">D D M M Y Y Y Y</small>
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This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

Item Schedule

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

Item

A. COMMISSION *(Payable in accordance with Property Occupations Form 6 Part (7))* Clauses 4.4 & 8

1. Estimated Sale Price: \$ 475,000 (Including GST if applicable)
2. Commission Method: *(tick only one)*
- 3.30 % (incl. GST) of the Sale Price
- _____ % (incl. GST) of the first \$ _____ of the Sale Price plus _____ % (incl. GST) of the balance
- Fixed Amount of \$ _____ (incl. GST)
- Other: _____
3. Commission Amount: \$ 14,250.00 plus GST of \$ 1,425.00 **Total Payable: \$ 15,675.00** (incl. GST)

Note: Where the commission is expressed as a percentage (Item A(2)) the Commission Amount (Item A(3)) is an amount calculated on the Estimated Sale Price (Item A(1)) and the actual commission for this service will be worked out only on the actual sale price.

B. BENEFICIAL INTEREST Clause 13

The Agent has given notice of their intention to acquire Beneficial Interest. Yes No

C. CONJUNCTING / JOINT AGENT/S *(Complete if applicable)*

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

Conjuncting/Joint Agent: _____

Licence No.: _____ Licence Expiry: / /

Terms: _____

D. CONJUNCTIONAL SALES Clause 6

(Where Item C indicates a conjunction agreement exists Item D will authorise conjunction unless the contrary is clearly specified)

The Agent **is / is not** authorised to conjunct with other agents for a Conjunctional Sale of the Property for the duration of this Appointment.

Commission Apportionment as a %: *(if not completed commission will be apportioned equally)*

Appointment Agent: 60 % Conjuncting Agent: 40 %

E. SALE PRICE INFORMATION Clause 3

The Client confirms prior to granting this Appointment the Client **did / did not** ask the Agent for information about the likely sale price of the property.

Note: Where the Client has asked for information about the likely sale price of the property the Agent must, if providing such information, give to the Client;

- a) a Comparative Market Analysis; or
b) a written explanation of Market Value.

F. CLIENT'S AUTHORISATION TO AGENT

The Client authorises the Selling Agent to disclose the price at which the Client is willing to sell the Property to Potential Buyers: Yes No

The Client instructs the Auctioneer or Agent, if requested by a potential buyer, to provide a copy of any existing Comparative Market Analysis or a written explanation of market value: Yes No

G. MANAGING AGENT Clause 7.1

Name: _____ ABN: _____
Address: _____ Phone: _____
_____ Fax: _____
Email: _____ Mobile: _____

H. CLIENT'S SOLICITOR

Name: Jims Conveyancing ABN: _____
Address: 12 Main Street Phone: (07) 5455 9965
SUNCOAST QLD 4500 Fax: _____
Email: jim@coastmail.com Mobile: _____

I. PROPERTY LISTING DETAILS

Property Listing Details form attached: Yes No

J. TERMINATION PENALTY APPORTIONMENT

Clauses 1(10) & 14

Termination Penalty Apportionment as a %: (if not completed penalty will be apportioned equally)

Appointment Agent: 50 % Seller: 50 %

K. AUCTION (only complete if the premises is to be sold by Public Auction)

Clause 9

Date: (see Part (4.1) of the Property Occupations Form 6) Time:

Place:

Auctioneer's Fee: (MUST be included in Part (8.3) of the Property Occupations Form 6 as an expense)

Reserve Price: (see Part (4.3) of the Property Occupations Form 6)

Auction Conditions:

Sale is subject to cash settlement 30 days from the Contract Date.

Other:

L. INSPECTIONS

Open House: Yes No Inspection Times:

M. EXCLUDED ITEMS

Fixtures:

.....

N. INCLUDED ITEMS

Chattels: (eg. dishwashers, microwaves)

LG Dishwasher Serial No 2269875lgx

O. CLIENT'S PUBLIC LIABILITY INSURANCE

Clause 12.1(2)

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

Insurer: **Acme Insurance** Policy No.: **556698hhc** Expiry Date: **27/11/2015**

P. NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT (CHP 3) - APPLICATIONS OR ORDERS

Clause 12.3

Are there currently any applications or orders under Chapter 3 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the Property: Yes No

Copies must be provided to the Agent, including those made during the term of this Appointment.

Q. PHOTOGRAPH CONSENT

Clause 11

The Agent is authorised to take photographs of the Property for use in advertising the sale of the Property: Yes No

Please specify any specific instructions regarding the content of such photos in Item (R) below.

R. CLIENT'S ADDITIONAL REQUIREMENTS

If the property is tenanted the tenant must be given the required notice before photographs are taken. No photographs displaying any of the tenants property may be used without the tenants written approval.

S. SPECIAL CONDITIONS FOR THIS APPOINTMENT

Special Conditions to this Appointment were 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.

[Large dotted area for special conditions]

T. SIGNATURES

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 A

Name: JOHN GREGORY THOMPSON

Signature: _____

Date: 01 / 12 / 2014

Agent

Name: Virtual Realty QLD

Signature: _____

Date: 01 / 12 / 2014

Client B

Name: MARY ELLEN THOMPSON

Signature: _____

Date: 01 / 12 / 2014

Terms of Appointment

(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) **Appointment** means Property Occupations Form 6 Appointment of a Property Agent including the whole of this document.
- (3) **Appointment Commencement Date:** The date as set out in Part (4.2) of the attached Property Occupations Form 6 unless otherwise specified.
- (4) **Beneficial Interest:** a licensee, other than a property developer, is taken to have a beneficial interest in property in each of the cases listed in Section 153 of the Act.
- (5) **Comparative Market Analysis:** a document comparing the offered Property with at least 3 properties sold within the previous 6 months that are of a similar standard or condition to the offered Property and are within 5km of that Property.
- (6) **Conduct Standards:** the Conduct Standards for Licensees and Real Estate Salespersons set out in the Act and Regulations.
- (7) **Conjunction Sale** means a sale conducted in association with another or other Agents.
- (8) **Relevant Contract:** a contract for the sale of residential property in Queensland, other than a contract formed on a sale by auction (Section 160 of the Act).
- (9) **Sale Price:** an estimated price based on properties of similar characteristics in the area at that time.
- (10) **Termination Penalty:** in relation to Relevant Contract, means an amount equal to 0.25% of the purchase price under the contract (Section 159 of the Act).

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 sell 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 start date of this Appointment will be that set out in Part (4.2) of the attached Property Occupations Form 6 or if no date is inserted the later of the dates either the Client or the Agent signed this Appointment.
 - 2.3 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.
- ### 3. List Price
- 3.1 The Client instructs the Agent to list the Property at the List Price mentioned in Part (4.3) of the attached Property Occupations Form 6.
 - 3.2 The Client acknowledges it has not relied on any information provided by the Agent other than those contained in the Comparative Market Analysis or written explanation of market value in arriving at the List Price.
- ### 4. Exclusive Appointment
- 4.1 If the Client by this Appointment appoints the Agent as Exclusive Agent the Client will for the duration of this Appointment refer any prospective buyers of which the Client becomes aware to the Agent.
 - 4.2 The Client confirms, at the date of entering into this Appointment, the Client has not appointed another real estate agent or auctioneer under a sole or exclusive agency for the sale of the Property.

4.3 Where Clause 4.2 does not apply the Client must, before signing this Appointment, complete a written statement acknowledging the Client may have to pay Commission as referred to in Clause 4.4 hereof. (See Section 21 *Property Occupations Regulations 2014*).

4.4 If the Client enters into more than one Appointment and there is a sale, the Client may have to pay a Commission for each Appointment and / or damages for breach of the Appointment.

5. Reappointment

- 5.1 Subject to Clause 5.2 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 (s111 of the Act).
- 5.2 Where the Appointment is a sole or exclusive agency for the sale of residential property the Client must provide the Reappointment to the Agent not more than 14 days prior to the expiry of this Appointment (s110 of the Act).
- 5.3 Where the Client has in accordance with Clauses 5.1 & (where applicable) 5.2 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.
- 5.4 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.
 - (2) where this Appointment has ended and the Reappointment commenced, on service of the written notice required in accordance with Clause 5.3.
- 5.5 Where the Agent does not serve a notice in accordance with Clause 5.3 this will be confirmation of the Agent's acceptance of Reappointment.

6. Conjunctional Sales

- 6.1 The Agent has, prior to signing this Appointment, explained to the Client:
 - (1) general issue about a Sale conducted in conjunction with other Agents.
 - (2) the Agent's policy about Conjunctional Sales including the percentage apportionment of Commission between the Agents.
- 6.2 Before agreeing with another Real Estate Agent to conduct a Conjunction Sale, an Agent must:
 - (1) disclose to the Client the name of the other agent with whom the Agent proposes to act
 - (2) advise the other agent of the Client's instructions for the sale.
- 6.3 The percentage apportionment of Commission between the Agents, if a conjunction agreement is to take place, shall be the percentage stated in Item (D).

7. Managing Agent

- 7.1 The Client states the Managing Agent for the Property is the person named in Item (G) of the Item Schedule.
- 7.2 Once a Property Agent accepts an appointment to sell a tenanted residential or business property, written notice must be given by the selling Agent immediately to the Managing Agent.
- 7.3 The Managing Agent, once aware of the intention to sell the Property, must notify the tenant in writing of the Property being listed for sale and of the appointment of a Property Agent (Real Estate Agent or auctioneer) to sell the Property.

8. Commission

- 8.1 The Client agrees Commission as detailed in the Appointment will be due if the Client enters into an enforceable contract of sale when such contract becomes unconditional and payable:
 - (a) on settlement of the sale; or
 - (b) pursuant to Clause 8.2

- 8.2 Should an enforceable contract be entered into but not completed due to:
- (a) any act or omission of the Client; or
 - (b) the Client, as Seller, releasing the Purchaser (by mutual agreement or otherwise) from the Purchaser's contractual obligations; or
 - (c) the deposit forfeited; in terms of the Sales Contract to the Seller

the Client agrees the Commission is payable to the Agent forthwith. Provided however, where Clause 8.2(c) applies, commission will remain due but monies payable shall (subject to the Seller's rights to claim damages for breach of contract) be limited to the received deposit monies.

- 8.3 The Agent will be entitled to the Commission if an enforceable contract is entered into with a person introduced to the Property:
- (a) during the period of an Exclusive Appointment; or
 - (b) during the period of a Sole or Open Appointment except where the introduction is made by the Client; or
 - (c) after the conclusion of this Appointment, the Property is sold to a purchaser effectively introduced to the Property by the Agent during the Appointment.
- such Commission will be paid in accordance with either Clause 8.1 or 8.2.

- 8.4 The Client authorises and directs the Commission to be paid to the Agent in accordance with this Appointment by the person holding the deposit monies or other monies due under the contract for the sale of the Property, be that the stakeholder or other person as provided herein. This Appointment shall be sufficient authority and discharge for such payment.

- 8.5 Notwithstanding the monetary amount listed in Part (7) of the Property Occupations Form 6 the amount of Commission will be in accordance with Item (A) of the Item Schedule.

9. Auction

- 9.1 The Reserve price is the amount stated in Part (4.3) of the attached Property Occupations Form 6 unless otherwise instructed in writing by the Client or any other authorised person prior to the Auction taking place.
- 9.2 The Agent must not sell the Property if bidding does not reach the Reserve price. Should no Reserve price be given in this Appointment the Reserve price must be given in writing to the Auctioneer before the Auction commences.
- 9.3 The Auction shall take place on the date specified in Part (4.1) of the Property Occupations Form 6.
- 9.4 The time and place of the Auction may be determined by the Agent and Owner in writing unless specified in Item (K).
- 9.5 The Client authorises the Agent to employ a Licensed Auctioneer to carry out the Auction. The fee which the Client must pay is specified in Part (8.3) of the Property Occupations Form 6.
- 9.6 Should the Property be sold by Auction, the contract will be unconditional for cash with a deposit of 10% payable on the fall of the hammer and settlement within thirty (30) days of the date of the Auction.
- 9.7 The Terms and Conditions of a Relevant Contract shall be as agreed by the Client and the Agent prior to Auction.

10. Agent's Responsibilities

- 10.1 In compliance with the Clients instructions and in accordance with the Property Occupations Form 6, the appointed Agent must keep the Client informed of:
- (1) any issues or other information relevant to the Property
 - (2) each expression of interest either written or oral about the sale of the Property.
- unless otherwise specified in writing by the Client.
- 10.2 Notwithstanding the provision of Clause 10.1(2) the Client by this Appointment agrees only offers in writing and expressions of interest in accordance with the Clients instructions shall be communicated to the Client.

- 10.3 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.

11. Photograph Consent

- 11.1 The Agent will take any photos in accordance with the Client's requirements (if any) set out in Item (R) and will take all reasonable care to ensure the privacy of the Client and/or any Tenant of the Property and in so doing will not photograph personal chattels without authority.
- 11.2 Should the Property be tenanted, photos may not be taken unless and until the written consent of the Tenant is obtained. It is the responsibility of the Client or managing agent to obtain such consent.

12. Material Facts, Verification / Disclosure

- 12.1 The Client warrants:
- (1) it is the owner of the Property, the description in Part (3) of the Property Occupations Form 6 is correct and the Client is authorised to appoint the Agent for sale of the Property.
 - (2) it has and will maintain Public Liability Insurance in a sum not less than 10 million dollars.
 - (3) all information relevant to the sale of the Property disclosed by the Client to the Agent is correct.
- 12.2 The Agent is authorised, at the Client's cost, to make enquiries relating to the warranties given in Clause 12.1.
- 12.3 Where the Client has indicated 'yes' in Item (P) of the Item Schedule, the Client will provide to the Agent copies of such applications or orders at the time of entering into this Appointment. The Client will also provide copies of subsequent applications or orders made during the term of this Appointment.
- 12.4 The Client will, where applicable, make available to the Agent, any current Pool Safety Certificate or Form 17 (Final Inspection Certificate) issued prior to or during the term of this Appointment.
- 12.5 The Client will provide to the Agent such additional information as the Agent may reasonably request from time to time relevant to matters contained in Clause 12.
- 12.6 The Client has complied with relevant legislative requirements with respect to the Property.

13. Beneficial Interest

The Agent may not obtain a Beneficial Interest in the Property unless the Agent, before a Relevant Contract for the Property is entered into, obtains the Client's written acknowledgment in the approved form - in accordance with the provisions of Section 155 of the Act.

14. Termination Penalty

The Seller and the Agent agree the Agent will be entitled to the Termination Penalty apportioned between the Agent and Seller in accordance with Item (J) in relation to a Relevant Contract terminated by a Buyer (Section 168 of the Act) and the receipt by the Agent for its share (if any) of the Termination Penalty shall be sufficient discharge to the deposit holder with respect to its duty to account to the Client the Agent's allocated share of the Penalty and distribute the penalty in accordance with Item (J).

15. 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 the Act, Regulations or relevant Codes of Practice. Provided however, in carrying out such obligations the Agent acts only as Agent for the Client.

16. Indemnity

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 liabilities, actions, claims, demands, losses, costs (on an indemnity basis), damages and expenses arising out of or in respect of this Appointment from:

- (a) the Client's failure to comply with this Appointment; or
- (b) the Client's failure to give the Agent appropriate authority or instruction; or
- (c) the Agent acting on behalf of the Client under this Appointment.

17. Privacy Statement

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

17.2 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.

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

- (1) potential buyers, to the extent required to prepare a contract for the sale of the Property; and/or
- (2) property data collection agencies; and/or
- (3) Body Corporates & financial institutions; 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 and complying with legislative and regulatory requirements.

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

17.5 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.

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

18. Provision of Documents

The parties agree and confirm this Appointment may be forwarded electronically if the recipient has provided an email address or facsimile number in the Item Schedule to this Appointment.

19. Using this Form

Where such information is required to be entered on the approved form, information contained in the Item Schedule and the Terms of Appointment shall apply to the approved Property Occupations Form 6.

20. Notices

Any notice to be served by either party under this Appointment shall be in writing and may be served on that party by forwarding it to the address, fax or email provided in Part (1) or Part (2) of the attached Property Occupations Form 6.