

# exclusive management authority for residential premises



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## Schedule

### ITEM 1 Lessors

For extra Lessors see annexure schedule page 9 & 10

**Lessor 1** (Primary Contact)

Address:

Telephone: Work:  Home:

Mobile:  Facsimile:

E-mail:

Lessor 1 prefers to be contacted by  
 email  telephone  post  sms

**Lessor 2**

Address:

Telephone: Work:  Home:

Mobile:  Facsimile:

E-mail:

~~**Lessor 3**~~

~~Address:~~

~~Telephone: Work:~~  ~~Home:~~

~~Mobile:~~  ~~Facsimile:~~

~~E-mail:~~

**OTHER CONTACTS:**

### ITEM 2 Property Manager

Trading Name:

Licensee:

ABN:  Triennial No:

Address:

Telephone: Business:

Facsimile:

E-mail:

### ITEM 3 Premises

Premises Address:

Local Council:

Lot No:  on /Strata//Plan/

Volume/Folio

initials: **Property Manager**  **Lessor 1**  **Lessor 2**  **Lessor 3**

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<b>ITEM 4 Strata</b>	Strata Title: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Strata Manager <input style="width: 300px;" type="text"/> Telephone <input style="width: 100px;" type="text"/> Address <input style="width: 650px; height: 25px;" type="text"/> Registered By-Laws (Notification) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes then see attachment				
<b>ITEM 5 Rental</b>	Rent range: \$ <input style="width: 150px;" type="text" value="285.00"/> to \$ <input style="width: 100px;" type="text" value="335.00"/> per *week / <del>fortnight</del> / <del>calendar month</del> (for each tenancy) *Delete whichever does not apply Term of lease preferred Minimum Term <input style="width: 150px;" type="text" value="6 Months"/> Maximum Term <input style="width: 300px;" type="text" value="24 Months"/> Refer to clause 5.1 Terms and Conditions				
<b>ITEM 6 Term of Management Agreement</b>	The Term of this Agreement is from <input style="width: 50px;" type="text" value="16"/> / <input style="width: 50px;" type="text" value="12"/> / <input style="width: 80px;" type="text" value="2021"/> until <input style="width: 50px;" type="text" value="15"/> / <input style="width: 50px;" type="text" value="12"/> / <input style="width: 80px;" type="text" value="2022"/> At the conclusion of the Term the Lessor <b>AGREES / <del>DOES NOT AGREE</del></b> (cross out whichever does not apply) to extend the Term until twenty-eight (28) days written notice of termination is given by either the Lessor or the Property Manager to the other.				
<b>ITEM 7 Property Manager's Fees for Services</b>  (GST inclusive unless otherwise stated)	Notice: Fees charged by the Property Manager are not fixed by law, and are to be agreed between the Lessor and the Property Manager. <b>7.1 Costs of identification of Property Managers in advertisements</b> (a) Pursuant to clause 8 of the REIWA Members' Code of Practice, REIWA members who are Property Managers are required in all advertisements to clearly show the Property Manager's full trading name, together with the telephone number of the Property Manager's principal licensed office or relevant branch office. (b) The Owner <b>AGREES / <del>DOES NOT AGREE</del></b> (cross out whichever does not apply) to pay for the advertising costs otherwise payable under this agreement associated with the Property Manager complying with the requirements of clause 8 of the REIWA Members' Code of Practice. <b>7.2 Marketing and Advertising Expenses</b> (a) The Lessor <b>AGREES / <del>DOES NOT AGREE</del></b> (cross out whichever does not apply) to pay to the Property Manager separate marketing costs and/or expenses. (b) The Property Manager is authorised on each occasion, when letting is required to advertise the Premises for letting, at the Lessors expense: (i) on the internet up to a maximum of \$ <input style="width: 150px;" type="text" value="Complimentary"/> (ii) in print media up to a maximum of \$ <input style="width: 150px;" type="text" value="Complimentary"/> (iii) in other media up to a maximum of \$ <input style="width: 150px;" type="text" value="Complimentary"/> <b>7.3 The following Property Manager's Fees have been agreed:</b> (a) <b>Leasing Fee</b> For each new tenancy *(i) <del>The Leasing Fee is <input style="width: 100px;" type="text"/> % of the annual Gross Rental of the tenancy.</del> <del>For example if the Gross Rental is \$ <input style="width: 100px;" type="text"/></del> <del>then the Leasing Fee will be \$ <input style="width: 100px;" type="text"/></del> OR *(ii) <del>The fixed Leasing Fee for each new tenancy will be \$ <input style="width: 150px;" type="text"/></del> OR *(iii) The Leasing Fee is equivalent of <input style="width: 50px;" type="text" value="2"/> weeks rent plus GST. For example <input style="width: 50px;" type="text" value="2"/> weeks rent at \$ <input style="width: 80px;" type="text" value="230.00"/> per week is \$ <input style="width: 100px;" type="text" value="460.00"/> plus GST \$ <input style="width: 80px;" type="text" value="46.00"/> is a Leasing Fee of \$ <input style="width: 100px;" type="text" value="506.00"/> *Cross out whichever does not apply (b) <b>Management Fee</b> (i) The Management Fee is <input style="width: 50px;" type="text" value="9.9"/> % of Gross Collections For example if the Gross Collections are \$ <input style="width: 150px;" type="text" value="15600.00"/> then the Management Fee is \$ <input style="width: 100px;" type="text" value="1544.40"/> OR (ii) <del>A fixed Management Fee of \$ <input style="width: 150px;" type="text"/> per month/annum</del> ( <del>cross out whichever does not apply</del> ) (c) <b>Property Condition Report Fee</b> at the commencement of each tenancy \$ <input style="width: 100px;" type="text" value="225.00"/> Property condition report including photos <input style="width: 150px;" type="text"/> or \$ <input style="width: 100px;" type="text"/> per hour up to a maximum of \$ <input style="width: 150px;" type="text"/> ( <del>cross out whichever does not apply</del> )				
initials:	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; text-align: center;"><b>Property Manager</b> <input style="width: 40px; height: 20px;" type="text" value="RVT"/></td> <td style="width:25%; text-align: center;"><b>Lessor 1</b> <input style="width: 40px; height: 20px;" type="text" value="EX"/></td> <td style="width:25%; text-align: center;"><b>Lessor 2</b> <input style="width: 40px; height: 20px;" type="text" value="MC"/></td> <td style="width:25%; text-align: center;"><b>Lessor 3</b> <input style="width: 40px; height: 20px;" type="text"/></td> </tr> </table>	<b>Property Manager</b> <input style="width: 40px; height: 20px;" type="text" value="RVT"/>	<b>Lessor 1</b> <input style="width: 40px; height: 20px;" type="text" value="EX"/>	<b>Lessor 2</b> <input style="width: 40px; height: 20px;" type="text" value="MC"/>	<b>Lessor 3</b> <input style="width: 40px; height: 20px;" type="text"/>
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**Lessors Initials**

1	2	3
<input style="width: 40px; height: 20px;" type="text" value="EX"/>	<input style="width: 40px; height: 20px;" type="text" value="MC"/>	<input style="width: 40px; height: 20px;" type="text"/>
<i>Select Option</i>		
<i>Select Option</i>		
<input style="width: 40px; height: 20px;" type="text" value="EX"/>	<input style="width: 40px; height: 20px;" type="text" value="MC"/>	<input style="width: 40px; height: 20px;" type="text"/>
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<b>Annual Review of Property Managers Fees</b>	<p><b>7.5 All of the above agreed Fees, excluding items at cost, in items 7.3 and 7.4 will be reviewed on the</b> <input type="text" value="N/A"/> <b>day of</b> <input type="text" value="N/A"/> <b>each year of the Term or any extension or renewal by an increase of</b> <input type="text" value="N/A"/> <b>% or if left blank, see clause 6.6. For example if a Property Manager Fee was \$10 and a 10% increase applied then the new fee would be \$11.</b></p>	<p><b>Lessors Initials</b></p> <table style="margin: auto;"> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;"><input type="text" value="EK"/></td> <td style="text-align: center;"><input type="text" value="MC"/></td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	1	2	3	<input type="text" value="EK"/>	<input type="text" value="MC"/>	<input type="text"/>
1	2	3						
<input type="text" value="EK"/>	<input type="text" value="MC"/>	<input type="text"/>						

**Notice:** If the Lessor disputes the Property Manager's Fees payable to the Property Manager on the grounds that they are unjust the Lessor may refer the dispute to the Commissioner for Consumer Protection or to REIWA for adjudication.

<b>ITEM 8 Outgoings</b>	<p>The Lessor hereby authorises the Property Manager to make payments on its behalf with regard to the following Outgoings:</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Council Rates</td> <td><input type="checkbox"/> Landlord Protection Insurance</td> <td><input type="checkbox"/> Smoke Alarm / RCD Annual Service</td> </tr> <tr> <td><input checked="" type="checkbox"/> Water Rates (see clause 4.1)</td> <td><input type="checkbox"/> Gardening/Lawn Mowing</td> <td><input type="checkbox"/> Pool Service</td> </tr> <tr> <td><input type="checkbox"/> Water Consumption</td> <td><input type="checkbox"/> Land Tax</td> <td><input type="text"/></td> </tr> <tr> <td><input type="checkbox"/> Strata Levies (includes gas/electricity)</td> <td><input checked="" type="checkbox"/> Repairs/Maintenance</td> <td><input type="text"/></td> </tr> <tr> <td><input type="checkbox"/> Building and Contents Insurance (including Strata)</td> <td><input type="checkbox"/> Pest Control</td> <td><input type="text"/></td> </tr> <tr> <td></td> <td><input type="checkbox"/> Gas/Electricity</td> <td></td> </tr> </table>	<input type="checkbox"/> Council Rates	<input type="checkbox"/> Landlord Protection Insurance	<input type="checkbox"/> Smoke Alarm / RCD Annual Service	<input checked="" type="checkbox"/> Water Rates (see clause 4.1)	<input type="checkbox"/> Gardening/Lawn Mowing	<input type="checkbox"/> Pool Service	<input type="checkbox"/> Water Consumption	<input type="checkbox"/> Land Tax	<input type="text"/>	<input type="checkbox"/> Strata Levies (includes gas/electricity)	<input checked="" type="checkbox"/> Repairs/Maintenance	<input type="text"/>	<input type="checkbox"/> Building and Contents Insurance (including Strata)	<input type="checkbox"/> Pest Control	<input type="text"/>		<input type="checkbox"/> Gas/Electricity	
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	<input type="checkbox"/> Gas/Electricity																		

<b>ITEM 9 Maintenance Limit</b>	<p>Maximum expenditure (inclusive of GST) allowed in any one instance for repairs and maintenance (or trade quotes) without the Lessor's specific approval: \$ <input type="text" value="200.00"/></p> <p>Preferred maintenance contactors:</p> <p><input type="text" value="Please contact owner first for larger works"/> Tel: <input type="text"/></p> <p><input type="text"/> Tel: <input type="text"/></p>
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<b>ITEM 10 Water Consumption</b>	<p>The Lessor agrees to contribute <input type="text" value="0"/> %, up to a maximum of \$ <input type="text" value="0"/> towards the cost of water consumed annually at the Premises.</p> <p>The Lessor acknowledges that the relevant authority may from time to time be required to perform a meter reading.</p> <p>The Lessor agrees to pay for any cost associated with that water meter reading.</p>
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<b>ITEM 11 Payment to Owner</b>	<p>Funds to be paid to Owner: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other <input type="text"/></p> <p>Payment method:</p> <p><input checked="" type="checkbox"/> Bank account</p> <p>A/C Name: <input type="text" value="Henmickhill Pty Ltd"/> Institution: <input type="text" value="National Australia Bank"/></p> <p>BSB: <input type="text" value="086877"/> Account No: <input type="text" value="702296862"/></p> <p><input type="checkbox"/> Other <input type="text"/></p> <p><b>STATEMENTS</b> Statements and correspondence are to be sent to: Email: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="text" value="henmickhill3@bigpond.com"/></p>
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<b>ITEM 12 Insurance Cover</b>	<p>Pursuant to Condition 4.2.4 it is the Lessor's responsibility to adequately insure the Premises at the Lessor's expense throughout the period of this agency.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Perils Insured</th> <th style="width:25%;">Company</th> <th style="width:25%;">Policy No.</th> <th style="width:15%;">Amount</th> <th style="width:10%;">Excess</th> <th style="width:10%;">Due Date</th> </tr> </thead> <tbody> <tr> <td>Public Liability</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Workers Compensation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Landlord Protection</td> <td>EBM</td> <td>34-PL29437-HHH</td> <td></td> <td></td> <td>01/06/2022</td> </tr> <tr> <td>Building Insurance</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contents Insurance</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Perils Insured	Company	Policy No.	Amount	Excess	Due Date	Public Liability						Workers Compensation						Landlord Protection	EBM	34-PL29437-HHH			01/06/2022	Building Insurance						Contents Insurance					
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<b>ITEM 13 Additional Conditions</b>	<p style="text-align: center;"><input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> As detailed below <input type="checkbox"/> See annexure(s)</p> <p>Ray White Geraldton will not be handling any insurance claims or ordering any quotes over \$500.00 Re-Inspection Fee: \$77.00 to be reimbursed from the tenant for a failed inspection</p>
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


initials: **Property Manager**  **Lessor 1**  **Lessor 2**  **Lessor 3**

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<b>Terms and Conditions</b> <b>APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA INCORPORATED</b> <b>FOR THE EXCLUSIVE USE OF REIWA MEMBERS</b>	
<b>1 Appointment</b>	The Lessor appoints and authorises the Property Manager as the Lessors Property Manager on a sole exclusive basis to provide the Services in respect of the Premises for the Term in accordance with the terms and conditions of this Agreement and the Property Manager accepts this appointment.
<b>2 Definitions and Interpretation</b>	<p>In this Agreement, unless a contrary intention appears:</p> <p>"Act" means the Residential Tenancies Act 1987 and the Residential Tenancies Regulations 1989;</p> <p>"Administration Fee" means a fee charged for administration services;</p> <p>"Annual Financial Summary" means an annual report of all revenue and expenses for the Premises that have been received or paid by the Property Manager;</p> <p>"Attendance Fee" means a fee for attendances at the Premises for purposes other than routine inspections;</p> <p>"Bank Fees" means any proper account keeping fee, transaction fee or any other charge of a like nature imposed by any bank or financial institution in respect of an account in which money is held including dishonoured cheque fees;</p> <p>"Essential Services" means electricity; gas; a functioning refrigerator, but only if supplied with the premises; sewerage, septic tank, or other waste management treatment, and water, including supply of hot water;</p> <p>"Expenses" means the items of cost specified in Item 7;</p> <p>"Gross Collections" means the total dollar value of all monies collected by the Property Manager or Lessor from the tenants or other sources;</p> <p>"Gross Rental" means the total dollar value of all rental revenue collected or to be collected by the Property Manager from the tenants before any deductions;</p> <p>"GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;</p> <p>"GST Law" means A New Tax system (Goods and Services Tax) Act 1999 or any other act or regulation pursuant to, associated with, amending or replacing that Act;</p> <p>"Lease Renewal Fee" means a fee charged for negotiating the terms and conditions of a new lease with the same Tenant;</p> <p>"Leasing Fee" means a charge specified in Item 7.3(a) by the Property Manager to the Lessor for services in connection with finding a tenant, including arranging advertising, interviewing and checking the credentials of prospective tenants;</p> <p>"Lessor" means the person or organisation specified in Item 1 and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Lessor;</p> <p>"Maintenance Limit" means the amount specified in Item 9;</p> <p>"Management Fee" means the charge and fee referred to in Item 7.3(b);</p> <p>"Outgoings" means the payments specified in Item 8;</p> <p>"Premises" means the property specified in Item 3;</p> <p>"Primary Contact" means the person who the Property Manager will contact on all matters and receive instructions from. The Primary Contact will be responsible for relaying all matters to other person named as Lessor or other persons with an interest in the Premise;</p> <p>"Property Manager" means the licensed Real Estate Agent specified in Item 2;</p> <p>"Property Manager's Fees" means all of the amounts specified in Item 7;</p> <p>"Property Condition Reports" describe the condition of the Premises;</p> <p>"RCD" means Residual Current Device;</p> <p>"Rent Negotiation Fee" means a fee charged for negotiating a new rent that is not associated with a new lease or a fixed increase rent that is incorporated into a lease;</p> <p>"Rental" means the amount charged to a tenant for rental of the Premises;</p> <p>"Rent Review Fee" means a fee charged a review of rent during the term of a periodical or fixed term tenancy that does not amount to a renegotiated Residential Tenancy Agreement or a fixed increase of rent. Examples of when this fee applies are CPI rent reviews and market rent reviews. It does not apply to rental increases where the dollar amount or percentage of the increase is specified within the Residential Tenancy Agreement;</p> <p>"Routine Inspection" is used in the same context as section 46(2)(6) of the Act;</p> <p>"Routine Inspection Fee" means a fee for a Routine Inspection;</p> <p>"Security Bond" has the same meaning as in the Act;</p> <p>"Services" means the services specified in Item 7;</p> <p>"Tenant Enquiry" means an enquiry to determine if a prospective tenant is listed on any relevant database;</p> <p>"Tenant Enquiry Fee" means the cost associated with the Property Manager making a Tenant Enquiry;</p> <p>"Term" means the period specified in Item 6 or any extension.</p> <p>The singular includes the plural and vice versa and references to natural persons include corporations and vice versa.</p> <p>Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally. A reference to an Item is a reference to that Item in the Schedule.</p>
<b>3 Termination</b>	<p>3.1 This Agreement may be terminated by:</p> <p>3.1.1 the Lessor if the Property Manager fails to substantially perform its obligations under this Agreement and such failure continues for twenty eight (28) days after a written notice of default is given by the Lessor to the Property Manager; or</p> <p>3.1.2 the Lessor without giving prior written notice if the Property Manager is found guilty of an offence that is a fundamental breach of the terms of this Agreement; or</p> <p>3.1.3 the Property Manager giving not less than twenty eight (28) days notice in writing to the Lessor if the Lessor has given instructions that are unlawful or a breach of any Act or Code or are unreasonable.</p>
initials:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <b>Property Manager</b>   </div> <div style="text-align: center;"> <b>Lessor 1</b>   </div> <div style="text-align: center;"> <b>Lessor 2</b>   </div> <div style="text-align: center;"> <b>Lessor 3</b>   </div> </div>

**Lessors Initials**

1 2 3  




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<p><b>3 Termination</b> <i>(continued)</i></p>	<p>3.2 In the event that this Agreement is wrongfully terminated by the Lessor during the Term (including a sale of the Premises before the end of the Term), the Lessor will pay to the Agent as and by way of liquidated damages a sum equivalent to fifty percent (50%) of the Management Fee which was last payable to the Property Manager or if none was payable then the Management Fee based on the lowest rent range set out in Item 5, for the unexpired period of the Term. The Lessor agrees that payment of the liquidated damages in this clause is a fair and reasonable pre-estimate of the damages likely to be sustained by the Property Manager if this Agreement is terminated prior to the expiry of the Term and reflects the real loss or damage likely to be suffered by the Property Manager.</p> <p>3.3 The Real Estate Institute of Western Australia (Inc) considers that the liquidated damages rate of 50% referred to in sub-clause 3.2 above provides an accurate calculation of the actual damages that would usually be suffered if an agreement is terminated in a manner that attracts liquidated damages.</p>	<p><b>Lessors Initials</b></p> <table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	1	2	3			
1	2	3						
<p><b>4 Lessor's Obligations and Acknowledgments</b></p>	<p><b>Lessor Obligations</b></p> <p>4.1 The Lessor acknowledges that it is a requirement of the relevant authority that supply of water remains the responsibility of the Lessor and that accounts will be issued in the Lessor's name. Payment for consumption is made by the Lessor and invoiced and reimbursed by the tenant as appropriate.</p> <p>4.2 The Lessor warrants that:</p> <p>4.2.1 the Lessor is the registered proprietor of the Premises or has the written authority of the registered proprietor to enter into this Agreement and has the legal capacity to enter into this Agreement;</p> <p>4.2.2 all information and/or descriptions provided to the Property Manager in relation to the Premises are true and correct and the Lessor undertakes to promptly advise the Property Manager of any change to that information;</p> <p>4.2.3 the whole of the Premises comprise residential premises and is to be used for residential accommodation;</p> <p>4.2.4 the Lessor holds appropriate insurance in respect of the Premises as specified in Item 12 and will provide evidence of such cover to the Property Manager within seven (7) days from the date of execution of this Agreement and will maintain such insurance during the Term;</p> <p>4.2.5 there is no other residential management agreement relating to the Premises;</p> <p>4.2.6 the Property Manager will be informed in writing of any changes to the ownership of the Premises;</p> <p>4.2.7 the Premises comply with the Building Amendment Regulations 2009 for smoke alarms and have at least two RCDs fitted to protect the power point and lighting final sub-circuits to comply with the Electricity Regulations 1947.</p> <p>4.2.8 if the Lessor is notified of the need for an urgent repair to the premises as to which section 43 of the Act applies, the Lessor will ensure that the necessary repairs are carried out by a suitable repairer as soon as practicable.</p> <p>4.2.9 the minimum standards of security will be provided and maintained at the Premises as prescribed in the Act.</p> <p>4.3 The Owner acknowledges its obligation under the Residential Tenancies Act 1987 to comply with all building, health and safety laws.</p> <p><b>Lessor Indemnities</b></p> <p>4.4 The Lessor indemnifies and will keep indemnified the Property Manager against all liability or loss arising directly or indirectly from, and any costs, charges, late fees and expenses (including, but not limited to any loss of Property Manager's Fees and Expenses) incurred in connection with or attributable to:</p> <p>4.4.1 any breach of this Agreement by the Lessor;</p> <p>4.4.2 the failure by the Lessor to provide adequate instructions to the Property Manager in respect of any matter arising under this Agreement or to provide adequate monies to the Property Manager to enable the Property Manager to properly carry out the Property Manager's obligations under this Agreement;</p> <p>4.4.3 any loss or damage whatsoever to the Premises or to any goods and chattels on the Premises, or injury to any person accessing the Premises;</p> <p>except to the extent such liability is attributable to the negligence or default of the Property Manager.</p> <p>4.5 The indemnities contained in clause 4.4 survive the expiration or termination of this Agreement.</p> <p><b>Lessor Acknowledgments</b></p> <p>4.6 The Lessor acknowledges that:</p> <p>4.6.1 the Property Manager may receive an offer of or receive a commission, fee or reward from another party in regard to the performance of the duties or functions to be carried out by the Property Manager and the Lessor consents to the Property Manager receiving such commissions, fees or rewards as notified by the Property Manager in writing;</p> <p>4.6.2 the Property Manager's duties and obligations are limited to those contained in this Agreement or as otherwise agreed in writing by the parties;</p> <p>4.6.3 the Property Manager gives no warranty or other assurance as to the credit worthiness or financial status of any tenant;</p> <p>4.6.4 the Property Manager is expressly authorised by the Lessor to carry out the duties and obligations attributed to the Property Manager pursuant to this Agreement including, but not limited to, authority to carry out the activities outlined in clause 5 below;</p> <p>4.6.5 the Property Manager is expressly authorised to deduct from the Property Manager's Trust Account any monies due and payable by the Lessor to the Property Manager pursuant to this Agreement including but not limited to, the Property Manager's Fees, the Expenses, the Outgoings and any payments due under clause 3, from any monies received by the Property Manager for and on behalf of the Lessor.</p> <p>4.6.6 the Property Manager is not responsible for any damage caused by any tenant,</p> <p>4.6.7 the Lessor is responsible for the payment to service providers of repairs and maintenance that the Property Manager has issued instructions to on the Lessor's behalf.</p> <p>4.6.8 It is the Lessor's obligation to ensure a smoke alarm and at least two RCDs are installed to the Premises and maintained in accordance with the statutory regulations.</p> <p>4.6.9 It is the Lessor's obligation to ensure that action is taken as soon as practicable to organise urgent repairs to which section 43 of the Act apply.</p> <p>4.6.10 It is the Lessor's obligation to ensure that the Premises have the minimum level of security as prescribed in the Act.</p> <p>4.6.11 The Property Manager may transfer, sell or assign the Property Manager's rights under this Agreement to a third party with the written consent of the Lessor (if it is an assignment) the third party agrees to comply with the terms and conditions of this Agreement.</p>	<p>initials:</p> <p><b>Property Manager</b> </p> <p><b>Lessor 1</b> </p> <p><b>Lessor 2</b> </p> <p><b>Lessor 3</b> </p>						

# exclusive management authority for residential premises



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**RayWhite**





<p><b>5 Property Manager's Obligations</b></p>	<p><b>Property Letting</b></p> <p>5.1 Unless otherwise specified in the Schedule, the Property Manager will:</p> <p>5.1.1 use reasonable endeavors to let or re-let the Premises (as applicable) as and when they become vacant, at the Rental range and for the preferred term specified in Item 5, or at such other rental as the Lessor from time to time may nominate in consultation with the Property Manager but in accordance with market conditions;</p> <p>5.1.2 at the Lessor's expense, advertise the Premises to let in an appropriate manner;</p> <p>5.1.3 interview prospective tenants and conduct any necessary checks (as determined by the Property Manager);</p> <p>5.1.4 negotiate the terms and conditions of tenancy with any prospective tenants;</p> <p>5.1.5 at the Lessor's expense, prepare a residential tenancy agreement, and execute such an agreement and any other documents which may be required under the Act on behalf of the Lessor.</p> <p>5.2 Where it is agreed that certain letting obligations will not apply to this Agreement, the corresponding sub-clause of clause 5.1 will not apply.</p>
	<p><b>Property Management</b></p> <p>5.3 Unless specified otherwise in the Schedule, the Property Manager will:</p> <p>5.3.1 negotiate and sign leases on behalf of the Lessor;</p> <p>5.3.2 use reasonable endeavors to collect the Gross Rental and other monies (if any) from the tenants;</p> <p>5.3.3 pay Outgoings from monies collected by the Property Manager, upon receiving accounts from or for the Lessor. Subject to the Property Manager holding sufficient funds in trust the Property Manager is authorised to pay the Property Manager's Fees, Expenses and the Outgoings listed in Items 7, 8, 9 and 10 relating to the Premises on behalf of the Lessor;</p> <p>5.3.4 account and render statements in writing to the Lessor for all monies received, paid or appropriated and to pay all remaining monies due to the Owner as specified in Item 11;</p> <p>5.3.5 inspect the Premises from time to time when deemed necessary by the Property Manager and, if requested by the Lessor, will report in writing to the Lessor on the general condition of the Premises;</p> <p>5.3.6 advise the Lessor of any major damage to or accident occurring in or on the Premises as soon as reasonably practicable upon the Property Manager becoming aware of the same;</p> <p>5.3.7 If the Property Manager is unable to contact the Lessor, or if the Property Manager and the Lessor agree then despite clause 5.3.6, at the expense of the Lessor, effect any maintenance or repairs to the Premises whatsoever (without regard to limits specified in item 9 of the schedule) where in the reasonable opinion of Property Manager, such maintenance or repair relates to:</p> <p>(a) <u>repairs necessary for the supply or restoration of an essential service being electricity, gas, functioning refrigerator, sewerage, septic tank or other waste water management treatment, and water including the supply of hot water; and/or</u></p> <p>(b) <u>urgent repairs to avoid exposing a person to the risk of injury, exposing property to damage or causing the tenant undue hardship or inconvenience.</u></p> <p>provided that the Property Manager will use reasonable endeavours to contact and gain the approval of the Lessor to engage such maintenance and repairs prior to authorising such expenditure;</p> <p>5.3.8 at the expense of the Lessor, arrange for any device or keys to the Premises to be provided to the Tenant for the purposes of entering the Premises;</p> <p>5.3.9 assist the Lessor in relation to insurance claims and other insurance matters in respect of the Premises as and when require to do so;</p> <p>5.3.10 advise the Lessor if the Premises are or are to become vacant as soon as practicable after the Property Manager becomes aware of it and will seek the Lessor's instructions as to re-letting;</p> <p>5.3.11 advise the Lessor as and when tenancies become due for renewal and/or expiry;</p> <p>5.3.12 negotiate the terms and conditions of extensions or renewals of residential tenancy agreements with tenants;</p> <p>5.3.13 assess and determine any application for assignment or subletting of a tenancy;</p> <p>5.3.14 use reasonable endeavors to advise the Lessor of any known breach of terms of any residential tenancy agreement as soon as reasonably practicable upon the Agent becoming aware of it;</p> <p>5.3.15 complete, sign on behalf of the Lessor and serve all application forms and notices required which may be served by the Property Manager on behalf of the Lessor under the Act;</p> <p>5.3.16 at the Lessor's expense, present the Lessor's case before the Magistrates Court or any other relevant authority on behalf of the Lessor;</p> <p>5.3.17 insert the date on the form "<i>Authorisation for an Agent to Present a Party's Case</i>";</p> <p>5.3.18 attend at the Premises as reasonably required and complete and serve any documentation, as required under the Act;</p> <p>5.3.19 receive, lodge and disburse from the Security Bond and pet bond (if applicable) in accordance with the lease and the Act;</p> <p>5.3.20 make Tenant Enquiries before any letting.</p> <p>5.4 In performing its obligations under this Agreement, the Property Manager agrees to act with due care and diligence.</p> <p>5.5 Where it is agreed that certain management obligations will not apply to this Agreement, the relevant sub-clause of clause 5.3 will not apply.</p>
<p><b>6 Property Managers Fees and Expenses</b></p>	<p>6.1 In consideration of the Property Manager performing its obligations under this Agreement, the Lessor must pay the Property Manager the Property Manager's Fees, and reimburse the Property Manager for the Expenses and the Outgoings (if any) pursuant to this Agreement including, but not limited to, those specified in Items 7, 8, 9 and 10. They are payable immediately upon the entitlement arising.</p> <p>In the event that the rental is paid by a third party including but not limited to an insurer, the Management Fee is payable on the portion of that rental that relates to the Term of this Management Agreement including any extension thereof, regardless of whether the payment is made to the Lessor, Property Manager or to a third party.</p> <p><b>Payment of Property Manager's Fees</b></p> <p>6.2 Subject to clause 6.4, where the Property Manager introduces or otherwise procures for the Lessor a tenant and the Lessor then enters into an agreement to let the Premises to that tenant or to that tenants nominee', or if the Premises are let by any other means during the Term the Lessor must at that time pay to the Property Manager the Property Manager's Fees for letting the Premises.</p>
<p>initials:</p>	<p><b>Property Manager</b>  <b>Lessor 1</b>  <b>Lessor 2</b>  <b>Lessor 3</b> </p>

# exclusive management authority for residential premises



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<p><b>6 Property Managers Fees and Expenses</b> <i>(continued)</i></p>	<p><b>Payment of Expenses</b></p> <p>6.3 The Lessor agrees that if any residential tenancy agreement between the Lessor and a tenant introduced by the Property Manager pursuant to this Agreement is terminated or lapses by reason of the Lessor's breach or default or the Lessor being unwilling to proceed with the residential tenancy agreement, then such conduct by the Lessor will be a breach of the Lessor's obligations under this Agreement. In such circumstances the Lessor will, in addition to any other monies payable under this Agreement, be liable to pay the Property Manager as liquidated damages an amount equal to 50% of the Property Manager's Fees for letting and management which would have been payable if the residential tenancy agreement had not lapsed or terminated. The parties acknowledge that this is a genuine pre-estimate of the loss the Property Manager would incur in relation to such a breach.</p> <p>6.4 The Lessor will not be required to pay the Property Manager's Fees to the Property Manager where, during the period in which the Premises are let, this Agreement has been properly terminated.</p> <p>6.5 The Lessor must pay to the Property Manager the amount of the Expenses specified in Item 7 and actually incurred by the Property Manager.</p> <p><b>Review of Property Managers Fee</b></p> <p>6.6 The Property Managers Fees will be reviewed on the dates set out in Item 7.5 of the Schedule. Unless agreed otherwise, on the review dates the Property Managers Fees will be increased by the percentage referred to in Item 7.5 or if no figure is stated then it will be increased by multiplying the Property Managers Fee payable immediately prior to the review date ("Current Fee") by a fraction obtained by dividing the Consumer Price Index All Groups (Perth) for the quarter last published prior to the review date ("Current CPI") by the Consumer Price Index All Groups (Perth) for the quarter last published prior to the commencement of the Term (in the case of the first review) or the previous review date (in the case of each other Property Manager's Fee review).</p> <p>New fee=Current Fee x [(Current CPI-Previous CPI)/Previous CPI] Where in this clause <b>Current Fee</b> means the Property Manager's Fee payable immediately prior to the Review Date <b>Current CPI</b> means the Consumer Price Index All Groups (Perth) for the quarter last published prior to the Review Date <b>Previous CPI</b> means the Consumer Price Index All Groups (Perth) for the quarter last published prior to the commencement of the Term or the previous Review Date</p> <p><b>Fee Disputes</b></p> <p>6.7 If the Lessor disputes the fee payable to the Property Manager on the grounds that it is unjust the Lessor may refer the dispute to the Commissioner for Consumer Protection for assistance or the Real Estate Institute of Western Australia (Inc.) for arbitration.</p>
<p><b>7 Goods and Services Tax (GST)</b></p>	<p><b>The Property Manager and the Lessor acknowledge and agree that:</b></p> <p>7.1 If GST applies to any supply made under or in connection with this Agreement by either the Property Manager, the Lessor or a third party:</p> <p>7.1.1 the Property Manager may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Lessor an additional amount on account of GST; and</p> <p>7.1.2 the Lessor will pay to or reimburse to the Property Manager or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Property Manager and/or the Lessor in respect of that supply; and</p> <p>7.1.3 the amount payable by the Lessor to the Property Manager or to a third party in respect of that supply will be increased by the product of:</p> <p>7.1.3.1 the rate at which GST is imposed at that time; and</p> <p>7.1.3.2 the amount or consideration payable for the relevant supply.</p> <p>7.1.4 the Lessor will pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at another time as directed by the Agent.</p> <p>7.2 The Lessor agrees to pay and indemnify the Property Manager against any taxation penalties and/or interest that may be charged or levied against the Property Manager in respect of any GST liability under or in connection with this Agreement.</p> <p>7.3 If for any reason any supply made under or in connection with this Agreement is not GST free or input taxed (as the case may be) as contemplated by the parties, then the Lessor will on demand pay to the Property Manager by way of further consideration for the supply, an amount calculated in the manner specified in clause 7.1 including any penalties and/or interest incurred by the Property Manager under the GST Law.</p> <p>7.4 Clause 7 shall survive the expiration or termination of this Agreement.</p>
<p><b>8 Information Collection Notice Privacy Act 1988 Australian Privacy Principle 5</b></p>	<p>The Agent (whose contact details appear on this form) collects the personal information provided in this form in compliance with the provisions of the <i>Privacy Act 1988</i> and the Australian Privacy Principles. The Agent collects this information to enable it to provide the services and benefits the subject of this form and to enable it to conduct its business. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the Agent, the situations where the Agent is required to collect information by law, and any disclosure of information that may be made by the Agent overseas, can be obtained from the more detailed collection notice on the Agent's website. The Agent's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the Agent may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the Agent's privacy officer.</p>
<p><b>9 Disputes</b></p>	<p>The Lessor has the right to refer any dispute that arises with the Property Manager to a number of different institutions. Depending upon the nature of the dispute these institutions may include the Commissioner for Consumer Protection, the civil and criminal legal systems, the Western Australian Department of Consumer and Employment Protection and the Australian Competition and Consumer Commission.</p>
<p><b>10 Additional Conditions</b></p>	<p>This Agreement includes the additional terms and conditions as specified in Item 13 and any annexures.</p>
<p><b>11 General</b></p>	<p>11.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.</p> <p>11.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever that provision from this Agreement.</p>
<p>initials:</p>	<p><b>Property Manager</b>  <b>Lessor 1</b>  <b>Lessor 2</b>  <b>Lessor 3</b> </p>



# exclusive management authority for residential premises



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## Annexure to Schedule APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA INCORPORATED FOR THE EXCLUSIVE USE OF REIWA MEMBERS

*This Annexure page is to be used only if there is insufficient space in the Schedule.  
Please insert the relevant corresponding Item number and heading.  
List items, with appropriate sub-headings and cross reference with terms of the Agreement.*

ITEM	Description:
	<p>The owner agrees to provide the agency with 3 full set of keys to the property or the owner agrees to bear the cost of having additional keys cut.</p>

initials:

Property Manager

Lessor 1

Lessor 2

Lessor 3

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Please insert the relevant corresponding Item number and heading.  
List items, with appropriate sub-headings and cross reference with terms of the Agreement.*

ITEM	Description: This page is left intentionally blank
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initials:

Property Manager

Lessor 1

Lessor 2

Lessor 3

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## PROPERTY INFORMATION

For the Property at

Date of Handover  Settlement

Currently: Vacant  Tenanted  Fixed Term  Periodic

Expiration date of fixed term

Current Property Managers

Keys and remotes

House  Duplex  Villa  Townhouse  Apartment  Unit

Furnished  Unfurnished

Single Level  Two storey  No in complex

Facilities: Security gates  Gym  Sauna  Spa  Pool  Tennis Court

Bedrooms  Bath  Toilets  Living Areas

Kitchen  Kitchen/meals  Kitch/meal/fam

Hot plates: Gas  Electric  Induction  Oven: Gas  Electric

Make,model & serial no.  Make,model & serial no.

Dishwasher  Make,model & serial no.

Gas bayonet:  Located in:

Patio  Enclosed yard

Pool Below ground  Above ground  Saltwater  Chlorine  In-pool cleaner

Pool pump/filter make, model & serial no.

Parking  1  2  3  On road

Garage  Carport  Undercover  Car bay  Door: remote/manual

Hot water system:  Gas storage  Electric  Solar  Heat Pump  Instantaneous gas

Make, model & serial no.  Warranty: 5 years  10 years

Air conditioner: Ducted  Split System  Reverse cycle  Cooling only  Ceiling fans

Reticulation: Bore  Mains  Shares bore  Auto  Manual

Mains Powered Smoke Alarm(s)  Long Life Battery Smoke Alarm (no wall cavity)  RCD (x2)

Security: Window locks  Dead locks  Security doors  Roller shutters  Security windows

Outside front light

Security alarm  Code:  Monitoring  Tenant to pay  Lessor to pay

Sewerage: Sewer  Septic   
Septic tanks decommissioned Yes  No

Sheds:   Solar panels

Included in Rent: Lawn Mowing Yes  No   
Gardening Yes  No   
Pool Service Yes  No   
Pool Chemicals Yes  No

Areas excluded from Lease

Items under warranty

Instruction manuals:

Pets: Yes  No  Inside  Outside  Type

Smokers: Yes  No  Inside  Outside

initials:

Property Manager

Lessor 1

Lessor 2

Lessor 3

