

Appointment of agent—Letting and property management

Property Agents and Motor Dealers Act 2000
This form is effective from 1 July 2009

ABN: 97 406 359 732

Department of Employment, Economic
Development and Innovation (DEEDI)

WARNING

The client is advised to seek independent legal advice before signing this form.

This form must be completed and a copy 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.

This form enables a person ('the client') to appoint a real estate agent or a resident letting agent ('the agent') to perform one or more letting, leasing or property management services for the client.

Instructions

Please complete in **BLOCK** letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form, please contact the Office of Fair Trading on 13 13 04.

Part 1—Client details

Please provide details of the client name and their full address.

Name **Nysten Family Super Fund, C/- Michael and Melissa Nysten**

Company name (if applicable)

BN / ACN: **138 474 647**

ABN: **97 187 788 670** Registered for GST: Yes No

Address **212 Darby Street 2 OIMARA STREET**

Suburb **COOKS HILLS FERN BAY** State **N S W** Postcode **2295**

Phone **(02) 9834 4408 4928 3220** Fax **0427 950 148 (Michael)**

Mobile **0421 329 685 (MELISSA)** Email **melissa@worldgymaustralia.com**

Part 2—Agent details

Agent's logo (optional).



Agency name **BOLLEN INVESTMENTS PTY LTD AS MANAGER FOR THE RENT ROLL PARTNERSHIP T/AS FIRST NATIONAL OXFORD REALTY**

ABN: **1 7 5 2 5 8 4 8 7 2 1** Registered for GST: Yes No

Licensee name **BOLLEN INVESTMENTS PTY LTD**

Address **SHOP 8 LEATHERLINE CENTRE, 131 OLD PACIFIC HIGHWAY**

Suburb **OXENFORD** State **Q L D** Postcode **4 2 1 0**

Phone **(07) 5573 6222** Fax **(07) 5573 6224**

Mobile Email **admin@oxenfordrealty.com.au**

Licence number **3485265** Licence expiry **26 / 08 / 2015**

Part 3—Property details

Please provide details of the property.

Address **10/30 MOONIE DRIVE**

Suburb **COOMERA** State **Q L D** Postcode **4 2 0 9**

Lot **62** Plan

Title reference

Part 5—Commission continued

5.1 Agreed commission

Please note that you (the client) will have to pay Goods and Services Tax (GST) on any commission chargeable under this appointment.

The client and the agent agree that the commission payable for the service to be performed by the agent is:

You must express the commission in both formats

Dollar amount	Percentage
Total commission \$	5.5
GST \$ refer to item schedule Item B	10
Total payment \$ refer to item schedule Item B

To the client: For collection of rent –

- **Percentage:** Commission expressed as a percentage is worked out only on the amount of rent or leasing fee actually collected.
- **Amount:** Commission expressed as an amount represents the commission payable if the property is rented at the listed rental charge (see section 4.3 above). If the actual rent charge, or the amount collected in any rental period, is higher or lower than the listed rent charge, the amount of commission payable may vary from the amount stated.

5.2 When payable

Agent to specify when commission is payable.

Refer to (a) Property Management Schedule, (b) Essential Terms and Conditions. AT THE END OF EACH ACCOUNTING MONTH

Date / /

Part 6—Fees and charges

6.1 Amounts payable

The fees and charges payable by the client for the service are (e.g. bank charges, fee for arranging and supervising repairs and replacements).

Please note that fees and charges chargeable under this appointment are inclusive of Goods and Services Tax (GST).

Refer to (a) Property Management Schedule, (b) Essential Terms and Conditions. NIL

6.2 When payable

Agent to specify when fees and charges are payable.

Refer to (a) Property Management Schedule, (b) Essential Terms and Conditions.

6.3 The maximum value

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is: \$ **or if no \$ amount specified (TWO) 2 weeks rent for the repair and/or maintenance of any one item.**

Part 7—Expenses

7.1 Authorisation to incur expenses

Note: Only the actual amount of any expense can be retained or recovered by the agent, if expenses are authorised.

The client authorises the agent to incur the following expenses in relation to the performance of the service/s: (Agent to complete in relation to each service or category of service.)

7.1.1 **Advertising/marketing** (if any):

At cost

.....
 Authorised amount \$: **90.00**

7.1.2 **Other** (e.g. photocopying, telephone calls, facsimile transmissions, postage, etc):

Refer to (a) Property Management Schedule, (b) Essential Terms and Conditions. \$5.00 + GST PER MONTH

Part 7—Expenses continued

7.2 Agent's rebate, discount, commission or benefit

To the agent: State the source and the estimated amount or value or any rebate, discount, commission or benefit that you may receive in relation to any expenses that you may incur in connection with the performance of the service:

Source	Estimated amount (\$) Value (%)
Terri Sheer Insurance	Approximately \$20
.....
.....
.....
.....

Part 8—Signatures

Client 1

Please note: If more than two clients, please photo copy this page when blank and attach when complete.

To the client: If you want more information before you sign this form, visit the Office of Fair Trading's website at www.fairtrading.qld.gov.au or call 13 13 04. All parties are to sign and keep a copy of this appointment.

Signature 

Signatory (print name) **Nysten Family Super Fund, C/- Michael and Melissa Nysten**

Date signed 22 / 11 / 2012
D D M M Y Y Y Y

Client 2

Signature

Signatory (print name)

Date signed / /
D D M M Y Y Y Y

Agent

Signature

Signatory (print name) **BOLLEN INVESTMENTS PTY LTD AS MANAGER FOR THE RENT ROLL PARTNERSHIP T/A/S FIRST NATIONAL OXFORD REALTY**

Date signed / /
D D M M Y Y Y Y

When performing this service, the agent must comply with the code of conduct for real estate agents or resident letting agents as set out in the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001* or *Resident Letting Agency Practice Code of Conduct*.

**SCHEDULES OR ATTACHMENTS
(if applicable)**

Item Schedule
(In conjunction with PAMD Form 20a)

Item

A. AVAILABILITY DATE

/ /

B. COMMISSION (Payable in accordance with PAMD Form 20a Part (5))

Clauses 2.2, 4(1), 4(2), 5 & 6

YOU MUST EXPRESS THE COMMISSION IN BOTH FORMATS

Rent Collection: (Refer to Property Agents and Motor Dealers Regulation 2001, Schedule 1A, Sections 3(1)(a) and 3(1)(b))

DOLLAR AMOUNT

PERCENTAGE

COMMISSION:	11.55	3.5%
GST:	1.15	10%
TOTAL PAYABLE:	12.70	3.85%

COMMENTS:

Letting: (Refer to Property Agents and Motor Dealers Regulation 2001, Schedule 1A, Sections 2(1)(a) and 2(1)(b))

COMMISSION: Equivalent to the first weeks rent

GST: 10%

TOTAL PAYABLE: Equivalent to the first weeks rent plus GST

COMMENTS:

C. RENT & STATEMENTS

Clause 10.12

Rent Payment Period:

Payable to: Client Bank/Building Society Other (please tick only one)

Bank: _____ Branch: _____ BSB: 9 | 3 | 9 | 2 | 0 | 0

Account Name: **NYSTEN FAMILY SUPER FUND** Account No.: 9 | 4 | 5 | 5 | 6 | 5 | 1 | 3 | 3

If Other: Name: _____

Address: _____

Statements Issue Period:

Sent to: Client

Other

Name: **MELISSA NYSTEN**

Address: **2 OIMARA ST FERNBAY NSW 2295**

Phone: **0421329685** Fax: _____

D. FEES & CHARGES

Clauses 2.2, 4(1), 4(2), 6 & 21(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 %)
1) Management Fee:	2%
2) Postage & Petties	\$5.50
3) Lodgment of small claims tribunal forms	At Cost
4) Small claims Tribunal (If Required) (per hearing)	\$100
5) Water recover charges	\$11.00
6) Insurance Claims completed by Agent	\$100.00
7) TICA default tenancy control check	Complimentary
8) Routine inspections	Complimentary
9) Negotiations with tenants in regards to lease renewals	Complimentary
10) Issuing rent arrears & tenant breach notices	Complimentary
11) Inspections with prospective tenants	Complimentary
12) Open for inspections with vacating tenant & vacant	Complimentary
13) Arrange of council rate payments	Complimentary

E. PAYMENTS BY AGENT

Clauses 10.14, 12 & 21(8)

The Client authorises and directs the Agent to pay from rental the items marked to be paid.

	To Pay	Detail
1. Body Corporate Levies		
(1) Sinking Fund	<input type="checkbox"/>	
(2) Administration Levy	<input type="checkbox"/>	
(3)	<input type="checkbox"/>	
2. Caretaking		
(1) Gardening	<input type="checkbox"/>	
(2) Pool	<input type="checkbox"/>	
(3) Pest	<input type="checkbox"/>	
(4) Cleaning	<input type="checkbox"/>	
(5) Repairs & Maintenance	<input type="checkbox"/>	
3. Rates	<input type="checkbox"/>	
4. Other		
(1)	<input type="checkbox"/>	
(2)	<input type="checkbox"/>	

F. TENANT'S PAYMENTS

Clauses 21(12) & 21(13)

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 100 % Gas: Yes No 100 % Telephone: Yes No 100 %
 Cable: Yes No 100 % : Yes No 0 %

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 22 of the Residential Tenancies & 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), &
 - The Property is Water Efficient (see the Residential Tenancy Authority for information on Water Efficient devices and minimum ratings), &
 - The 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

G. FURNISHINGS & FITTINGS INVENTORY

Clauses 7.1, 11.2 & 11.3

To be prepared by Agent / Client

1. Inclusions (for use by Tenant/s)

[Empty box for listing inclusions]

(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)

Not Applicable

H. PERMITTED TENANTS

Number: 0 Details: As per Landlords approval

I. PETS

Clauses 14.1(c) & 14.1(d)

Permitted: Yes No Details (If any): Contact owner for approval

J. AGENT INSPECTIONS

Clause 11

The Agent will perform 3 inspection/s per year and:

K. LETTING / RE-LETTING INSTRUCTIONS

Clauses 9.5 & 9.7

As per clients instructions

L. BODY CORPORATE DETAILS

Clause 12

Name: _____
Address: _____
Secretary: _____
Phone: _____ Fax: _____ Email: _____
Manager: _____
Phone: _____ Fax: _____ Email: _____

M. SERVICE AGENTS / MAINTENANCE CONTRACTS

Clauses 10.2, 10.3 & 10.6

- 1) _____
- 2) _____
- 3) _____
- 4) _____

N. PREFERRED TRADES PEOPLE

Clauses 10.2, 10.3 & 10.6

Electrical Repairs: **At Agents Discretion** Phone: _____
Plumbing Repairs: **At Agents Discretion** Phone: _____
Building Repairs: **At Agents Discretion** Phone: _____
Other: **At Agents Discretion** Phone: _____

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 15

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 7.1(6), 10.4 & 14.1(f)

- 1) Smoke alarms **are / are not** installed in accordance with Part 9A Division 5A of the *Fire and Rescue Service Act 1990*.
- 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: _____

(Since the 1st July 2007 owners of all houses and units (domestic dwellings) in Queensland must install and maintain smoke alarms in compliance with the *Fire and Rescue Service Act 1990* as amended.)

R. POOL SAFETY CERTIFICATE

Clauses 21(9), 21(10), 7.1(7) & 7.2(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 one 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 Tenancy Agreement with Tenants. Failure to do so will result in substantial penalties under the Building Act 1975.

S. CONJUNCTING AGENT/S (Complete if applicable)

The Agent named in Part 2 of the attached PAMD Form 20a is acting in conjunction with the Agent/s below:

Conjuncting Agent: **N/A**

ABN:

Licence No.:

Licence Expiry: / /

T. ADDITIONAL INSTRUCTIONS

Blank space for additional instructions.

U. APPOINTMENT SPECIAL CONDITIONS

Clause 18

The Special Conditions are inserted under instruction from a party to this Appointment and where not prepared by that party, were prepared by an Australian Legal Practitioner and not the Agent. No warranty is given by the Agent. Legal advice should be sought.

Blank space for appointment special conditions.

V. SPECIAL TERMS FOR TENANCY AGREEMENT

Special Terms were inserted under instruction by a party to this Appointment and were prepared by an Australian Legal Practitioner, not by the Agent, who gives no warranty in respect of same & in accordance with the warning in Item (Y), legal advice should be sought as to the meaning and effect of such Special Terms before signing.

Blank space for special terms for tenancy agreement.

W. CLIENT'S PUBLIC LIABILITY INSURANCE

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

Insurer:

Policy No.:

Expiry Date: / /

X. DATE OF COMMENCEMENT OF APPOINTMENT

/ /

If left blank, will be the date of the last party (Client or Agent) signing.

Y. 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: 22/11/12

Client's Signature:

Date: 22/11/12

Agent's Signature:

Date: / /

**Terms of Appointment
(being a schedule to and forming
part of the approved PAMD Form 20a)**

1. Appointment of Agent

- 1.1 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.
- 1.2 The Agent is authorised to assign this Appointment provided such assignment is made in accordance with the terms and conditions of this Appointment.
- 1.3 The Agent is authorised to contact the Client in respect of other services which may be of interest or benefit to the Client.

2. Prior Appointment by Client

- 2.1 The Client has not appointed any other agent to let or manage the Property, or has revoked in writing any prior appointment to act with respect to the Property given to any other party.
- 2.2 If 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 as outlined in this Appointment.

3. Exclusive Appointment

By signing this Appointment the Client appoints the Agent as Exclusive Agent. The Client will for the duration of this Appointment refer any prospective tenants of which the Client becomes aware to the Agent.

4. 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 *Residential Tenancies and Rooming Accommodation Act 2008* as amended. 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.

5. Commission

- 5.1 The Client will pay all Commission as more particularly detailed in Part (5) of the attached PAMD Form 20a. (Item (B) of the Item Schedule)
- 5.2 Notwithstanding the monetary amounts listed in Part (5) of the PAMD Form 20a and Item (B) of the Item Schedule, the actual amount of Commission will be calculated based on the percentage set out in Part (5) of the PAMD Form 20a. (Item (B) of the Item Schedule)

6. Fees, Charges and Expenses

The Client will pay all Fees and Charges as detailed in Part (6) and Expenses as detailed in Part (7) of the attached PAMD Form 20a or as outlined in Items (B), (D) & (E) in the Item Schedule. The Client authorises the Agent to deduct all such Fees, Charges, Expenses and other outlays owing to or incurred by the Agent in association with the Appointment where possible from rent collected.

7. Client's Obligations Regarding Tenancy (Refer to the Residential Tenancies and Rooming Accommodation Act 2008 , S185 for obligations generally)

7.1 At the start of the tenancy the Client must ensure, at its own cost:

- (1) the Property and inclusions are clean and comply with local and state authority building and emergency services legislation.
- (2) the Property are safe and fit for the tenant to live in.
Note: Prior to occupancy the Client should have the Property inspected by a person with appropriate experience in house maintenance.
- (3) the Property and inclusions (including all locks and security fittings) are maintained and are in a reasonable state of repair.
- (4) after the General Tenancy Agreement is signed, 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 *Residential Tenancies and Rooming Accommodation Act 2008*.
- (5) a minimum of one phone line is available to be connected to the Property. *(Note: costs associated with the connection of the service are the responsibility of the Tenant, unless otherwise specified)*
- (6) compliance with the *Fire and Rescue Service Act 1990* Part 9A, Division 5A (installation and maintenance of smoke alarms see Item (Q) of the Item Schedule)
- (7) 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.

7.2 While the tenancy continues the Client must, at their own cost:

- (1) maintain the Property and inclusions in a reasonable state of repair, and comply with local and state authority building regulations.
- (2) ensure the Property is safe for the Tenant/s to live in.
- (3) keep any common area reasonably clean.
- (4) treat the Property as necessary by a licensed pest controller.
- (5) where Item (R)(2) applies, ensure that a current Pool Safety Certificate is in effect prior to entering into, altering, extending or renewing a tenancy agreement with tenants for the Property.

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

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

8. Property Sale or 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.

9. Client Obligations and Authority

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

9.2 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.

- 9.3 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.
- 9.4 The Client acknowledges once a Tenancy Agreement has been entered into by the Client and tenant the Agent is limited to its Obligations under this Appointment.
- 9.5 The Client authorises and directs the Agent to let, re-let (as necessary) and manage such letting of the Property at a Rent authorised by the Client or failing such authorisation for a fair and reasonable Rent as determined by the Agent.
- 9.6 The Client must have public liability insurance 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.
- 9.7 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.
- 9.8 The Client must comply with the requirements of the *Fire and Rescue Service Act 1990* and the *Building Fire Safety Regulation 2008* together with all relevant acts, legislation, by-laws, rules & regulations local, state and federal.
- 10. Agent's Obligations and Authority**
- 10.1 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.
- 10.2 The Agent will seek the Client's written approval before ordering repairs or maintenance in excess of the authorised amount specified in Part (6.3) of the attached PAMD Form 20a or any amount otherwise specified by the Client in writing.
- 10.3 The Agent must where required or necessary, organise repairs, service and maintenance (utilising where appropriate, a licensed tradesperson) and where possible utilise those services of the persons detailed in Item (N) of the Item Schedule.
- Note: The Client acknowledges that where a self-employed tradesperson is paid under a contract that is wholly or principally for their labour, provision should be made for superannuation contributions as individual tradespersons could be considered employees for super guarantee purposes.
- 10.4 Where the Agent is authorised and directed to carry out the Client's duties in respect of matters detailed in Clause 7.1 & 7.2 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 to the Client.
- 10.5 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.
- 10.6 Urgent repairs or maintenance particularly relating to the safety of person or property may be carried out at the Agent's discretion if the Client is not readily contactable.
- 10.7 The Agent will take reasonable steps to ensure goods or services obtained for the Client are at competitive prices.
- 10.8 The Agent will not induce or attempt to induce, a breach of, or an interference with, a Contract between the Client and a tenant.
- 10.9 The Agent will maintain its Licence in accordance with the *Property Agents and Motor Dealers Act 2000*.
- 10.10 The Agent will advise the Client upon the termination of any Tenancy Agreement and/or vacancy of the Property.
- 10.11 The Agent will, subject to the *Residential Tenancies and Rooming Accommodation Act 2008* and other Applicable Legislation, negotiate, finalise and where necessary, execute on behalf of the Client any Tenancy Agreement or any amendments or variations thereto, including any other documents in relation to the tenancy arising from this Appointment.
- 10.12 The Agent is to collect and receive all monies payable (rent, bond and otherwise) under any Tenancy Agreement entered into pursuant to this Appointment.
- 10.13 The Agent must account in writing to the Client with respect to Clause 10.12 and those monies paid or used by the Agent carrying out the Agent's Obligations under this Appointment.
- 10.14 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.
- 10.15 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.
- 10.16 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.
- 10.17 The Agent will not engage a person to perform building work unless the person holds a licence under the *Queensland Building Services Authority Act 1991* authorising the performance of the work.
- 10.18 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 Tenancy Agreement.
- 10.19 In relation to expressions of interest the Agent will keep the Client advised of enquiries regarding the re-letting and letting of the Property.
- 10.20 The Agent is authorised to, and in so doing may use independent legal services, to recover monies due and unpaid by the Tenant subject to the General Tenancy Agreement.
- 10.21 When dealing with prospective tenants the Agent will comply with the Code of Conduct which does not preclude the Agent from ascertaining the Tenant's suitability to rent the Property.
- 11. Property Inspection**
- 11.1 The Client will comply with all obligations with respect to condition reports and inspection required by the *Residential Tenancies and Rooming Accommodation Act 2008* or the Tenancy Agreement.
- 11.2 The Agent is required to complete an Inventory and/or inspection report of the Property if specified in Item (G) & (J) of the Item Schedule.
- 11.3 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 14.2) creating a possible liability.
- 11.4 The Client will be responsible for rectification of matters notified under Clause 11.3.
- 12. Body Corporate**
- 12.1 Should the Property be subject to Building Units and Group Titles Legislation, the Agent is authorised and directed to deal in all matters relevant to this Appointment and any Tenancy Agreement entered into under the authority of this Appointment with the relevant Body Corporate.
- 12.2 The Agent is authorised to obtain from the Body Corporate a copy of current by-laws. A copy of such by-laws is to be provided to all Tenants by the Agent upon occupying the Property.
- 12.3 The Client must instruct the Body Corporate to provide the Agent with revised by-laws when and if such by-laws are amended.

13. 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.

14. Indemnity

14.1 The Agent having complied with its obligations under this Agreement, 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;

- (a) the Client's failure to comply with this Appointment; or
- (b) 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
- (c) the Tenant's failure to comply with his/her obligations according to the Tenancy Agreement, at no fault of the Agent; or
- (d) the Tenant's failure to comply with his/her obligations under the *Residential Tenancies and Rooming Accommodation Act 2008* and or other Applicable Legislation; or
- (e) the Agent acting on behalf of the Client under this Appointment; or
- (f) 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)

The Agent will be compensated by the Client in respect of any loss sustained by the Agent and arising out of this Appointment or resultant upon any act, omission or negligence on the part of the Client.

14.2 The Client acknowledges that the Agent is acting only as a licensed letting 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 11) or as brought 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 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 11.

15. 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 80A of the *Electrical Safety Regulation 2002*)

16. Termination

16.1 Either party may terminate this Appointment in accordance with the terms of Part (4.2) of the attached PAMD Form 20a unless not specified in the said PAMD Form 20a in which case Termination shall be in accordance with Section 133 (4) (b) of the *Property Agents and Motor Dealers Act 2000*.

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

16.3 Upon Termination of this Appointment the Client must pay, within the time period specified in Part (4) of the attached PAMD Form 20a, to the Agent all Fees and Commission then due and owing to the Agent.

17. Provision of Appointment

Each party has received a signed copy of this document and understands such document or has had the opportunity to obtain professional advice with respect to the Appointment and each party acknowledges it is bound by the terms of this Appointment which include the attached PAMD Form 20a and all schedules annexed thereto.

18. Special Conditions

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 the *Residential Tenancies and Rooming Accommodation Act 2008*.

19. Privacy Statement

19.1 The Agent collects and uses personal information provided by you as the Client to provide the services required by you or on your behalf.

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

- (1) potential tenants; and/or
- (2) property data collection agencies; and/or
- (3) Body Corporates & financial institutions; and/or
- (4) tradespeople and similar contractors in order to facilitate the carrying out of works with respect to the Property; and/or
- (5) 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.

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

19.4 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.

20. 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.

21. Definitions

In this Schedule the following terms mean:

- (1) **Applicable Legislation:** Reference to relevant Legislation includes Queensland Government Legislation generally but particularly the *Property Agents & Motor Dealer's Act 2000*, regulations and amendments thereto, including (*Real Estate Agency Practice Code of Conduct*) Regulation 2001, *Property Law Act*, *Electrical Safety Regulation 2002*, *Fire and Rescue Service Act 1990*, *Building Fire Safety Regulation 2008*, *Residential Tenancies and Rooming Accommodation Act 2008* as amended and the *Work Health & Safety Act 2011*.
- (2) **Appointment:** the PAMD Form 20a Appointment to Act as Real Estate Agent including the whole of this document.
- (3) **Building Work:** refer to the *Queensland Building Services Authority Act 1991*, Schedule 2.
- (4) **Code of Conduct:** the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001*.
- (5) **Condition Report:** a report in compliance with Section 65 or Section 66 of the *Residential Tenancies and Rooming Accommodation Act 2008*.
- (6) **Fee:** an amount charged by the Agent for a service provided.

- (7) **General Tenancy Agreement:** any general tenancy or other agreement with respect to the letting of the Property complying with the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* as amended.
- (8) **GST:** meaning used in the *A New Tax System (Goods & Services Tax) Act 1999* and "GST" includes any applicable rulings issued by the Commissioner of Taxation.
- (9) **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.
- (10) **Regulated Pool:** where used in this document has the same meaning as given to it by Section 231B of the *Building Act 1975*.
- (11) **Tenant:** is the person to whom the right to occupy the Property under a General Tenancy Agreement is given.
- (12) **Utilities:** services such as gas, electricity or water provided by a public utility.
- (13) **Water Consumption Charge:** is the variable part of a water service charge assessed on the volume of water supplied to the Property.

22. 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 PAMD Form 20a.