



APPOINTMENT OF AGENT – LETTING AND PROPERTY MANAGEMENT

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/s:		
Company name (if applicable):		
BN / ACN:		
Registered for GST: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ABN:	
Address:		
Suburb:	State:	Postcode:
Phone :	Mobile:	
Email:		

Part 2 – Agent details

Agency Name: **Rental Express**

Registered for GST: Yes No ABN: **88 117 548 160**

Licensee name: **RENTAL EXPRESS HOLDINGS PTY LTD**

232 Kelvin Grove Road, Kelvin Grove QLD 4159 Ph: (07) 3552 7670 Fax: (07) 3552 7699

2/433 Old Cleveland Road, Coorparoo QLD 4151 Ph: (07) 3843 5155 Fax: (07) 3843 5255

4/1455 Anzac Avenue, Kallangur QLD 4503 Ph: (07) 3491 9977 Fax: (07) 3491 9972

1/117 Scarborough Street, Southport QLD 4215 Ph: (07) 5591 9700 Fax: (07) 5591 9799

Website: **www.rentalexpress.com.au** Email: **info@rentalexpress.com.au**

License number: **3122799** Expiry: **16/02/2012**

Part 3 – Property details

Please provide details of the property.

Address:		
Suburb:	State: QLD	Postcode:
Lot:	Plan:	Title Reference:

(WARNING: Information sufficient to identify the property must be inserted.)

Part 4 – Appointment of Agent

	<p>The client appoints the agent to perform the following service/s:</p> <p><input checked="" type="checkbox"/> Letting / Leasing of property <input checked="" type="checkbox"/> Collection of rent</p> <p><input checked="" type="checkbox"/> Other property management service/s (please specify) Refer to Item Schedule & Terms of Appointment (If insufficient space, please attach schedule)</p>
<p>4.1 Performance of service</p>	<p>To the agent: State how you will perform the service/s AND any conditions, limitations or restrictions on the performance of the service/s. (e.g. whether and how often the agent conducts property inspections, whether and to what limit the agent is authorised to supervise and carry out repairs and maintenance on property.)</p> <p>PROPERTY TO BE LEASED & OR MANAGED & SERVICES TO BE PERFORMED IN ACCORDANCE WITH THE ITEM SCHEDULE & TERMS OF APPOINTMENT FORMING PART OF THIS PAMD 20A FORM.</p> <p>(If insufficient space, please attach additional sheet/s)</p>
<p>4.2 Type of appointment Tick whichever appointment type applies.</p>	<p>The appointment is a: <input type="checkbox"/> Single appointment <input checked="" type="checkbox"/> Continuing appointment (for a particular service) (for a number of services over a period).</p> <p>End of continuing appointment: 90 days notice in writing by either party</p> <p>To the client: If the appointment is a continuing appointment, you may revoke the appointment by giving 90 days notice in writing to the agent, unless you and the agent agree to a shorter notice period (but it must not be less than 30 days).</p>
<p>4.3 Listed rental charge</p>	<p>Listed rental charge: \$ per week unless otherwise instructed by the client, or a reasonable market rent if not instructed. The rent may vary due to seasonal market trends.</p>
<p>4.4 Assignment Clause</p> <p>Tick whether you agree or disagree with the assignment.</p> <p>In the absence of a tick and initials, it is taken that the client does not agree to this assignment clause.</p>	<p>Real estate agent: The client agrees that the agent may, at any stage throughout the appointment, assign the appointment to another real estate agent without changing the terms of the appointment.</p> <p>Resident letting agent: The agent may assign its interest in this appointment to any person or entity which is, or will be, with the approval of the body corporate for the complex in which the property is situated, the letting agent for the complex.</p> <p><input checked="" type="checkbox"/> I agree with the assignment clause. <input type="checkbox"/> I disagree with the assignment clause.</p> <p>Client to initial:</p> <p>Note: The client will receive notice of the assignment, including the name and business address of the agent being assigned the appointment.</p>

Part 5 – Commission

	<p>To the client: The <i>Property Agents and Motor Dealers Regulation 2001</i> sets a maximum amount of commission chargeable by your agent for the letting and collection of rent on residential property.</p> <p>Please note you have a right to negotiate an amount lower than this amount of commission.</p>
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Part 5 – Commission continued

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

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

YOU MUST EXPRESS THE COMMISSION IN BOTH FORMATS

	DOLLAR AMOUNT	PERCENTAGE
TOTAL COMMISSION \$	Refer to Item Schedule Item B	Refer to Item Schedule Item B
GST \$	Refer to Item Schedule Item B	Refer to Item Schedule Item B
TOTAL PAYMENT \$	Refer to Item Schedule Item B	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 Items Schedule C

Part 6 – Fees and charges

6.1 Amounts payable
Please note that fees and charges chargeable under this appointment are inclusive of Goods and Services Tax (GST)
The fees and charges payable by the client for the service are (e.g. bank charges, fee for arranging and supervising repairs and replacements).
Refer to Items Schedule Item D

6.2 When payable
Agent to specify when commission is payable.
Refer to Items Schedule C

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:
\$275 (including GST) for the repair and/or maintenance of any one item.

Part 7 – Expenses

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

7.1.1 Advertising/marketing (if any):
At cost for newspaper advertising – Client to be advised of rates when advertising the property. Internet advertising \$55.00 (including GST) for lodgment on websites, rental lists from each Rental Express office.
Authorised amount: **\$55.00 (including GST)**

7.1.2 Other (eg: photocopying, telephone calls, facsimile transmission, postage etc)
Administration & Transaction Fee \$5.50 per month (including GST)

Item Schedule (in conjunction with PAMD Form 20a)

A	AVAILABILITY DATE / /		
B	COMMISSION <i>(Payable in accordance with PAMD Form 20a Part (5))</i>	YOU MUST EXPRESS THE COMMISSION IN BOTH FORMATS		
		Rent Collection:	<i>(Refer to property Agents and Motor Dealers Regulation 2001, Schedule 1A, Sections 3(1)(a) and 3(1)(b))</i>	
			DOLLAR AMOUNT	PERCENTAGE
		COMMISSION:	\$	5%
		GST:	\$	0.5%
		TOTAL PAYABLE:	\$	5.5%
		COMMENTS:	This is an approximate value calculated on the Listed Rental Charge (4.3). Commission is equal to 5% plus GST. In addition to the commission listed above, there will be added fees and charges – please refer to Item D – Fees and Charges	
		Letting:	<i>(Refer to property Agents and Motor Dealers Regulation 2001, Schedule 1A, Sections 3(1)(a) and 3(1)(b))</i>	
		COMMISSION:	\$	Equivalent of 1 week's rent
		GST:	\$	10%
TOTAL PAYABLE:	\$	Equivalent of 1 week's rent + GST		
COMMENTS:	Approximate fee calculated on the Listed Rental Charge (4.3). Commission is equal to one week's rent plus GST – Letting Fee			
<i>Clauses 2.2, 4(1), 4(2), 5 & 6</i>				
C	RENT & STATEMENTS	Rent Payment Period: <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly		
		Payable to: <input checked="" type="checkbox"/> Bank / Building Society <input type="checkbox"/> Client <input type="checkbox"/> Other (please tick only one)		
		Bank: Branch: BSB: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
		Account Name: Account No.: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
		If Other: Name:		
		Address:		
		Statements Issue Period: <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly		
		Sent to: <input checked="" type="checkbox"/> Client		
		<input type="checkbox"/> Other Name:		
		Address:		
<i>Clause 10.11</i>		Phone: Fax:		
D	FEES & CHARGES	Fee Type	Value <small>(Specify \$ or %)</small>	Inc. GST
		1. Management Fee	4.4%	<input checked="" type="checkbox"/>
		2. Lease Negotiation / Renewal Fee	\$77.00	<input checked="" type="checkbox"/>
		3. Financial Year Statement Fee	\$33.00	<input checked="" type="checkbox"/>
		4.		<input type="checkbox"/>
		5.		<input type="checkbox"/>

<p>E</p>	<p>PAYMENTS BY AGENT</p> <p><i>The client authorises and directs the Agent to pay from rental the items marked to be paid.</i></p> <p><i>(Note: The Agent is not authorised to acquire financial or insurance products or advise on such products {unless licensed to do so in accordance with the Financial Services Reform Act 2001})</i></p> <p><i>Clauses 6, 9.6, 9.7, 10.12, 12 & 21(8)</i></p>	<table border="0"> <thead> <tr> <th></th> <th>To Pay</th> <th>Insurer / Detail</th> <th>Policy Number</th> <th>Expiry</th> </tr> </thead> <tbody> <tr> <td>1. Insurance</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td><input type="checkbox"/></td> <td>.....</td> <td>.....</td> <td>... /... /...</td> </tr> <tr> <td>Contents</td> <td><input type="checkbox"/></td> <td>.....</td> <td>.....</td> <td>... /... /...</td> </tr> <tr> <td>Public Liability</td> <td><input type="checkbox"/></td> <td>.....</td> <td>.....</td> <td>... /... /...</td> </tr> <tr> <td>Workers Comp.</td> <td><input type="checkbox"/></td> <td>.....</td> <td>.....</td> <td>... /... /...</td> </tr> <tr> <td>Landlord Protection</td> <td><input type="checkbox"/></td> <td>.....</td> <td>.....</td> <td>... /... /...</td> </tr> <tr> <td>Other</td> <td><input type="checkbox"/></td> <td>.....</td> <td>.....</td> <td>... /... /...</td> </tr> <tr> <td>2. Body Corporate Levies</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Sinking Fund</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>Administration Levy</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3. Caretaking</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Gardening</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>Pool</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>Pest</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>Cleaning</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>Repairs & Maintenance</td> <td><input checked="" type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4. Rates</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5. Other</td> <td><input type="checkbox"/></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		To Pay	Insurer / Detail	Policy Number	Expiry	1. Insurance					Building	<input type="checkbox"/> /... /...	Contents	<input type="checkbox"/> /... /...	Public Liability	<input type="checkbox"/> /... /...	Workers Comp.	<input type="checkbox"/> /... /...	Landlord Protection	<input type="checkbox"/> /... /...	Other	<input type="checkbox"/> /... /...	2. Body Corporate Levies					Sinking Fund	<input type="checkbox"/>			Administration Levy	<input type="checkbox"/>			3. Caretaking					Gardening	<input type="checkbox"/>			Pool	<input type="checkbox"/>			Pest	<input type="checkbox"/>			Cleaning	<input type="checkbox"/>			Repairs & Maintenance	<input checked="" type="checkbox"/>			4. Rates	<input type="checkbox"/>			5. Other	<input type="checkbox"/>		
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<p>F</p>	<p>TENANT'S PAYMENTS</p> <p><i>Where the Tenant is responsible for payment of Water Consumption Charges, a copy of the water rates notice must be provided.</i></p> <p><i>Clauses 21(10) & 21(11), Item (R)</i></p>	<p><i>(Tick 'Yes' if the Tenant must pay. Provide a percentage apportionment if applicable)</i></p> <p>Gas: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 0% Cable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 0%</p> <p>Electricity: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 0% Telephone: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 0%</p> <p>..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 0%</p> <p>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. Tick only one of the boxes below.</p> <p><input type="checkbox"/> The Tenant is required to pay the Water Consumption Charges for the Property if:</p> <ul style="list-style-type: none"> • The Tenant's water service to the property is individually metered (or water is delivered by vehicle), and • The Property is Water Efficient (see the Residential Tenancy Authority for information on Water Efficient devices and minimum ratings), and • The Tenancy Agreement specifies an amount for Water Consumption that is payable by the Tenant. <p><input type="checkbox"/> Tenant to pay for Water Consumption costs in excess of the reasonable amount of water use agreed between the Tenant and the Landlord of 55 kilolitres per quarter.</p> <p><input type="checkbox"/> Tenant not required to pay an amount for Water Consumption</p>																																																																																															
<p>G</p>	<p>FURNISHINGS & FITTINGS INVENTORY</p>	<p>To be prepared by Agent / Client</p> <p>1. Inclusions (for use by Tenant/s)</p> <p>.....</p> <p>.....</p> <p><i>(Insert inclusions for example, furniture or other household goods let with the Property, as would be noted on the General Tenancy Agreement. Attach a list if necessary.)</i></p>																																																																																															

R	WATER EFFICIENT <i>Item (F)</i>	The Property is / is not water efficient in accordance with Section 22 of the Residential Tenancies & Rooming Accommodation Regulation 2009.
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: ABN: License Number: License Expiry:/...../.....
T	ADDITIONAL INSTRUCTIONS LANDLORD INSURANCE INSTRUCTIONS (Please tick one)	The Agent recommends the client arrange for an annual building and annual timber/pest inspections, installation of smoke detectors and a safety switch to the power circuit. All work to be carried out by qualified trades people. The client is to supply the Agent with two (2) sets of keys, plus access keys for each approved tenant named as lease holders at the Clients expense. If the Owner has elected to have Rental Express perform their obligations in relation to the compliance of smoke alarms and annual fee of \$82.50 applies. Compliance is carried out by a contractor qualified to perform these duties. I understand that as a property investor there are risks involved in having tenants rent my property, and that Rental Express through good property management will help manage this risk, but ultimately are not responsible for the actions of tenants. I understand to completely manage this risk I should have landlord protection insurance. <input type="checkbox"/> Please organise landlord insurance for my property through EBM Insurance at the discounted rate of \$213 per annum (for the first 12 months) <input type="checkbox"/> I have chosen not to take out landlord insurance against the advice of Rental Express and I understand that while all the necessary checks are done, if I don't have landlord insurance I will not be covered for lost rent or damage to property caused by the tenant that can not be recovered through the bond. <input type="checkbox"/> I already have landlord insurance policy for this property. Please find attached a copy of my policy.
U	APPOINTMENT SPECIAL CONDITIONS Special Conditions: (a) Were inserted under instruction by a party to this Appointment; and/or (b) Precedents used by the Agent as Special Conditions were prepared by an Australian Legal Practitioner, not by the Agent who gives no warranty in respect of the same and in accordance with the warning in Item (X), legal advice should be sought as to the meaning and effect of such Special Conditions before signing Clause 18	

V	SPECIAL CONDITIONS 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 (X), legal advice should be sought as to the meaning and effect of such Special Terms before signing.	
W	DATE OF COMMENCEMENT OF APPOINTMENT / / If left blank, will be the later of: a) the date the Client signs the Appointment b) the date the Agent signs the Appointment
X	SIGNING	Prior to signing the Agent should sight the Client's Public Liability certificate of currency. 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 further agree that any Special Conditions or Clauses were inserted at the specific request of the relevant parties and the Agent gave no legal advice about the same. The parties have been advised to seek legal advice with respect to this Appointment, including Special Conditions. Client's Signature: Date: / / Client's Signature: Date: / / Agent's Signature: Date: / /

Terms of appointment (being a schedule to and forming part of the approved PAMD 20a form)

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 the 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 the 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 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 the 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 the Agent:

- (1) All commissions 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 the item Schedule, the actual amount of Commission will be calculated based on the percentage set out in Part (5) of the PAMD Form20a. (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 details 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 this 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 their own cost:

- (1) the property and inclusions are clean and comply with local and state authority building and emergency services legislation.
- (2) the property is safe and fit for the Tenant/s to live in.
Note: Prior to occupancy the Client should have the Property inspected by someone with the 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 this service are the responsibility of the Tenant, unless otherwise specified)

(6) Compliance with fire and rescue Services Act 1990 Part 9A, Division 5A (smoke alarms see Item Q of the Item Schedule)

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 the 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.

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 of Transfer

In the event 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 the 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 property Appointment keep the Agent advised of and disclose to the Agent in writing all relevant and material facts and charges thereto about the Property.

9.3 The Client does not rely on the Agent to determine the financial or credit suitability of any prospective tenants.

9.4 The Client acknowledges once a Tenancy Agreement has been entered into by the Client the Tenant and 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 authority by the Client or failing such authorization for a fair and reasonable Rent as determined by the Agent.

9.6 The client must obtain and maintain the insurance policies listed, "to Pay" in Item (E) of the schedule, and the Client must upon request, provide certificates annually for each insurance policy confirming the currency of such policies.

9.7 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 the 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.

9.8 The Agent having established criteria for the Tenant selection, if the Agent has approved a Tenant and the Client disagrees, the Client takes sole responsibility for any action that may follow as a result of that decision.

9.9 The Client must meet the requirements of all relevant acts, legislation, by-laws, rules & regulations local, state and federal.

10 Agent's Obligation and Authority

10.1 The Agent will seek the Client's written approval before ordering repairs or maintenance in excess of the authority amount specified in Part (6.3) of the attached PAMD Form 20a or any amount otherwise specified by the Client in writing.

- 10.2 The Agent must where required or necessary, organize repairs, service and maintenance (utilizing where possible a licensed trades person) and where possible utilize those services of the person detailed in Item (N) of the Item Schedule.
- 10.3 In respect to the *Fire and Rescue Service act 1990* the Agent reserves the right to employ the services of a licensed tradesperson and bill the cost thereof to the Client.
- 10.4 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.
- 10.5 The Agent will take reasonable steps to ensure goods or services obtained for the Client are at competitive prices.
- 10.6 The Agent will not induce or attempt to induce, a breach of, or an interference with, a Contract between the Client and the Tenant.
- 10.7 The Agent will maintain its license in accordance with the Property Agents and Motor Dealing Act 2000.
- 10.8 The agent must account in writing to the Client with respect to 10.11 and those monies paid or used by the Agent carrying out the Agent's obligations under this Appointment.
- 10.9 The Agent will advise the Client upon the termination of any Tenancy Agreement and/or vacancy of the property.
- 10.10 The Agent will, subject to Residential Tenancies and Rooming Accommodation Act 2008 and other Applicable Legislation, negotiate, finalize 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.
- 10.11 The Agent is to collect and receive all monies payable (Rent, bond and otherwise) under any Tenancy Agreement entered into pursuant to this Appointment.
- 10.12 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.
- 10.13 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 to the Property.
- 10.14 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.
- 10.15 The Agent will not engage a person to perform building work unless the person holds a license under the *Queensland Services Authority Act 1991* authorizing the performance of the work.
- 10.16 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.
- 10.17 In relation to expressions of interest the Agent will keep the Client advised of enquires regarding the re-letting of the property.
- 10.18 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.
- 10.19 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 inspections 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 If the Agent is required under Clause 11.2 to provide an Inspection Report, the Client will accompany the Agent on inspection of the Property if specified in Item (J) of the Item Schedule.
- 11.4 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 13.2) creating a possible liability.
- 11.5 The Client will be responsible for the rectification of matters notified under Clause 11.4.
- 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 are 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 Indemnity**
- 13.1 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:
- the Client's failure to comply with this Appointment; or
 - the Client's failure to give the Agent prompt and appropriate authority or instructions, or sufficient funds to carry out an instruction or authority; or
 - the Tenant's failure to comply with his/her obligations according to the Tenancy Agreement, at no fault of the Agent; or
 - 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
 - the Agent acting on behalf of the Client under this Appointment
 - any loss arising from injury to person or damage to property howsoever caused.
- 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.
- 13.2 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 bought to their attention as letting agent by the Tenant. The Agent is not otherwise qualified and it is the Client's responsibility to obtain specific advice with respect to the Property and its soundness as to building and structural integrity, pest, health 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.
- 14 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*)
- 15 Termination**
- 15.1 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.
- 15.2 Any Termination shall be without prejudice to either party's right under this Appointment.

15.3 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 the due and owing to the Agent.

16 G.S.T

If G.S.T is not ticked in Item (D) of the Item Schedule the G.S.T shall be payable in addition to the listed Fees and/or Charges.

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 and each party acknowledges this Appointment constitutes the entire agreement between the parties.

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

The Agent collects and uses personal information obtained from you as the Client to provide the services required by you or on your behalf. You as the Client agree the Agent may collect, use and disclose such personal information in accordance with and subject to the *Privacy Act 1988 (CTH)* for (where applicable) marketing, sales promotion and administration and as required for legislative and regulatory requirements relating to promotion administration and use of the Agents products and services. Without provision of certain information the Agent may not be able to act effectively or at all on the Client's behalf. The Client has the right to request the Agent provide details of such information and also correct any inaccurate or out of date information.

20 Provision of Documents

By signing this Appointment all parties agree to having given prior approval, in accordance with the *Electronic Transactions (Queensland) Act 2001*, for electronic transmission of this Appointment and any other related Appointments, for signing purposes or otherwise, as far as such means of communication have been indicated in this document (i.e. Facsimile numbers & email addresses).

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 Services Act 1990* and the *Residential Tenancies and Rooming Accommodation Act 2008* as amended.
- (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 42 or Section 42A 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) **G.S.T:** 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) **Tenant:** is the person to whom the right to occupy the Property under a General Tenancy Agreement is given.
- (10) **Utilities:** services such as gas, electricity or water provided by a public utility.
- (11) **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 approval PAMD 20a form.