



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

Property Occupations Act 2014

This form is effective from 1 July 2016

ABN: 13 846 673 994

### Part 1—Client details

#### Client 1

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the land, property or business that is to be sold or may be a prospective buyer seeking to purchase land or a property.

#### PHILADELPHIA DEVELOPMENTS PTY LTD

Client name .....

ABN

ACN

Are you registered for GST? ☒ Yes ☐ No

Address **PO BOX 25** .....

Suburb **SURFERS PARADISE** State  Postcode

Phone **07 5628 0474** Fax **07 5646 4317** Mobile .....

Email address **salesadmin@raptis.com** .....

#### Client 2

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

Client name .....

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address .....

Suburb ..... State  Postcode

Phone ..... Fax ..... Mobile .....

Email address .....

### Part 2—Licensee details

#### Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

#### Licensee name

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

☐ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name .....

Licensee name (corporation, if applicable) .....

ABN

ACN

Licence number

Expiry  /  /   
D D / M M / Y Y Y Y

Address .....

Suburb ..... State  Postcode

Phone ..... Fax ..... Mobile .....

Email address .....

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

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

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

Description **VARIOUS LOTS**

Address **3550-3552 MAIN BEACH PARADE**

Suburb **MAIN BEACH** State **QLD** Postcode **4217**

Lot ..... Plan **SP 317763**

Title reference .....

## Part 4—Appointment of property agent

### Section 1

#### Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

- ☒ Sale ☐ Purchase ☐ Letting / collection of rent / management
- ☐ Leasing (Commercial agents)
- ☐ Auction Auction date   /   /     (must be completed)
- ☐ Other (please specify) .....

### Section 2

#### Term of appointment

**Sole and exclusive appointments:** for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

- ☐ Single appointment for a particular service or services
- Start   /   /     End   /   /
- ☒ Continuing appointment for a service or a number of services over a period
- Start   /   /

### Section 3

#### Price

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

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

- ☐ Reserve ☒ List ☐ Letting
- \$ **Various lot prices as agreed by the seller**
- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
  - For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of
- \$..... to establish a search criteria.

### Section 4

#### Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

**As per attached Schedule A**

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## Part 5—Termination of appointment

<b>Residential sales of 1 or 2 properties only</b>	<b>Open listing:</b> You may terminate in writing at any time. <b>Sole or exclusive:</b> The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.
<b>Open listing</b>	You may terminate an open listing for either commercial or residential property sales at any time.
<b>Other fixed term appointments</b> (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
<b>Continuing appointments</b> (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

## Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency

### To the client

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

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

#### ☒ OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

#### When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

#### When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

#### ☐ SOLE AGENCY

#### When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
  - A commission to each agent (two commissions)
  - Damages for breach of contract arising under the existing agent's appointment

#### When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

#### ☐ EXCLUSIVE AGENCY

#### When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties ☐ Agree ☐ Do not agree  
that the appointment will continue as an open listing. (Please tick whichever is relevant)

## Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency continued

### Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Client .....

Date   /   /      
D D M M Y Y Y Y

Agent .....

Date   /   /      
D D M M Y Y Y Y

## Part 7—Commission

### To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

### To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

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

As per attached Schedule B

.....  
.....

### When commission is payable

☐

For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

☒

Other .....  
(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

.....  
.....

This area has been intentionally left blank.

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

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

### Section 1 Advertising/marketing

#### To the client

Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the *authorised amount* must be written here.

NOT APPLICABLE

Authorised amount \$ .....

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

### Section 2 Repairs and maintenance (if applicable) Property management

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

### Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

#### Description

NOT APPLICABLE

#### Amount

#### When payable

### Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

#### Service

NOT APPLICABLE

#### Source

#### Estimated amount

This area has been intentionally left blank.

## Part 9—Signatures

### WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) or phone on **13 QGOV** (13 74 68).

<b>Client 1</b>	<b>PHILADELPHIA DEVELOPMENTS PTY LTD</b> Full name..... ..... Signature ..... <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y
<b>Client 2</b>	Full name..... ..... Signature ..... <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y
<b>Agent</b> A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.	Full name..... ..... Signature ..... <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y
<b>Schedules and attachments</b> List any attachments.	

## Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends—not before.  Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint .....
	..... (the agent) to <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y
	Client's name..... .....
	Signature ..... <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y
	Client's name..... .....
	Signature ..... <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y

This area has been intentionally left blank.

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

**SCHEDULE A TO PROPERTY OCCUPATIONS FORM 6 –  
PHILADELPHIA DEVELOPMENTS PTY LTD**

**PEARL**

**3550 – 3552 MAIN BEACH PARADE, MAIN BEACH**

**Item 4            PERFORMANCE OF SERVICES**

**Conditions, Limitations and Restrictions on the Performance of Service**

1.     The Agent must comply with the disclosure requirements under the Property Occupations Act 2014.
2.     The Agent warrants to the client it is suitably licensed under the requirement of POA to perform its duties within terms of this agreement and shall continue to be licensed throughout currency of this agreement.
3.     The Agent shall not engage in conduct that is misleading or is likely to mislead a prospective Buyer. The Agent must not engage in conduct that is, in all circumstances, unconscionable in relation to a perspective Buyer. In particular (and without limitation), the Agent:
  - (a)     must not exert any undue influence or pressure on a prospective Buyer;
  - (b)     must not use unfair tactics against a Buyer or person acting for a Buyer;
  - (c)     must not interfere with the Buyer obtaining independent legal, valuation or other expert advice;
  - (d)     must not make representations about the resale value of the property;
  - (e)     must not make false or misleading representations about the value of the property at the date of the sale – other than the sale price;
  - (f)     must not make false or misleading representations about the potential income from the leasing or letting of the property;
  - (g)     must not make false or misleading representations about how the purchase of the property may affect the incidence of income taxation on the Buyer;
  - (h)     must not offer gifts, prizes or other free items with the intention of not providing them or not providing them as offered;
  - (i)     must not make any false or misleading representation about the availability of a loan or other means of financing the purchase price of the property;
  - (j)     must not make any representations about the availability of a Certificate of Title at settlement other than what is set out in the disclosure statement and contract;
  - (k)     must not make any false or misleading representations about the amount or potential of any increase in the value of the property;
  - (l)     shall advise a prospective Buyer to obtain the Buyer's own independent legal, taxation, valuation and investment advice where relevant.
4.     (a)     A client registration will only be valid if the Agent accompanies their client to the Pearl Sales Suite and registers the clients' name with an onsite Sales Consultant.

- (b) Upon you registering a client at Pearl ('first client registration'), that 'first client registration' remains valid to your agency for a maximum period of 30 days in which to effect a property sale under currency of that registration, within terms of this agreement. In the event that same client returns to this project and is subsequently registered by another agent (outside of your agency as defined under this agreement) within that same 30 day period, that client therein becomes registered to that (second) agent and your 'first client registration' is null and void, to which you therein have no claim on commission with respect that client.
5. If the Agent fails to comply with the conditions set out in this Appointment, the Agent and the person (or persons) who have signed on behalf of the Agent indemnify and shall keep indemnified, the Client, against any liability, loss and cost incurred by the Client resulting from the Agent's breach of the conditions of this Appointment.
6. The Agent must provide a properly completed Tax Invoice made out to **PHILADELPHIA DEVELOPMENTS PTY LTD** in exchange for payment made by the Client to the Agent. If a Tax Invoice is not provided the Client may withhold payment. The Agent must provide its ABN to the Client prior to any payment being made by the Client to the Agent. If the Agent fails to do so it is acknowledged that the Client may withhold the amount required by law.
7. The Client reserves the right to vary the list prices of the Lots at any time and is not bound to accept any particular price.
8. The agent is not authorised to advertise on realestate.com.au or domain.com.au. Any advertising: digital, print or otherwise, in relation to Pearl is not to be undertaken without written permission from **PHILADELPHIA DEVELOPMENTS PTY LTD**. The conditions of approval include the provision of a final copy of how and where materials will be used. If materials and imagery are provided, the ownership remains the property of **PHILADELPHIA DEVELOPMENTS PTY LTD**. This includes all copyright on all images. The Agency agrees to remove or discontinue using supplied material upon notification in writing. This must happen within a reasonable time frame.

**REAL ESTATE AGENT:**

NAME: .....

SIGNATURE: .....

DATE: .....

**[The person(s) signing on behalf of the Agent also acknowledge that they give the indemnity and may be personally liable under the terms of clause 5 above.]**

**CLIENT**

NAME: **PHILADELPHIA DEVELOPMENTS PTY LTD**

SIGNATURE: .....

DATE: .....



**SCHEDULE B TO PROPERTY OCCUPATIONS FORM 6 –  
PHILADELPHIA DEVELOPMENTS PTY LTD**

**PEARL**

**3550 – 3552 MAIN BEACH PARADE, MAIN BEACH**

**Item 7 Commission**

**7.1 Agreed Commission**

Pursuant to Part 7 of POA the amount payable by the Client to the Agent as commission shall be an amount of 4% of the sales price (plus GST).

**Item 8 Fees, Charges and Expenses**

**8.1 Amounts Payable**

All fees, charges and expenses for marketing and advertising are included within the agreed commission noted in 7.1 above.

**8.2 When Payable**

100% of commission will be paid within 7 days of settlement or 7 days of receiving the Agent's Tax Invoice, whichever is the later.

**8.3** The Agent must provide a properly completed Tax Invoice made out to **PHILADELPHIA DEVELOPMENTS PTY LTD** in exchange for payment made by the Client to the Agent. If a Tax Invoice is not provided the Client may withhold payment. The Agent must provide its ABN to the Client prior to any payment being made by the Client to the Agent. If the Agent fails to do so it is acknowledged that the Client may withhold the amount required by law.

By signing below the Agent and Client consent to the above:

.....	.....
Agent	Date

.....	.....
PHILADELPHIA DEVELOPMENTS PTY LTD	Date