



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: Yes No ABN
Address
Suburb State Postcode
Phone Fax / Email

Part 2 - Agent details

Agent's logo (optional).



Agency name HC REALTY
Registered for GST: Yes No ABN 58 182 993 174
Licensee name
Address 58 Morala Avenue, (P.O. Box 1165)
Suburb Runaway Bay State QLD Postcode 4 2 1 6
Phone 07 5529 1443 Fax / Email rentals@hcrealty.com.au
Licence number 2405531 Exp: 28/05/2008

Part 3 - Property details

Please provide details of the property.

Address
Suburb State Postcode
Lot Plan Title reference

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 type="checkbox"/> Other property management service/s (please specify) .....</p> <p>(If insufficient space, please attach schedule)</p>
4.1 Performance of service	<p><b>To the agent:</b> 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><b>REFER TO ITEM SCHEDULE AND TERMS OF APPOINTMENT</b></p> <p>(If space is insufficient, please attach additional sheet/s)</p>
4.2 Type of appointment Tick whichever appointment type applies.	<p>The appointment is a:    <input type="checkbox"/> Single appointment                      <input checked="" type="checkbox"/> Continuing appointment</p> <p>(for a particular service).                      (for a number of services over a period).</p> <p>End of continuing appointment: <b>90 DAYS OR \$500 FEE TO DISCONTINUE</b> .....</p> <p><b>To the client:</b> 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>
4.3 Listed rental charge	<p>Listed rental charge:</p> <p><b>AS INSTRUCTED BY CLIENT \$</b> .....</p>
4.4 Assignment clause Tick whether you agree or disagree with the assignment. In the absence of a tick and initials, it is taken that the client <b>does not</b> agree to this assignment clause.	<p><b>Real estate agent:</b></p> <p>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><b>Resident letting agent:</b></p> <p>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><b>Note:</b> 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><b>To the client:</b> 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><b>Please note you have a right to negotiate an amount lower than this amount of commission.</b></p>

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 \$	REFER TO ITEM SCHEDULE ITEM B	..... %
GST \$	REFER TO ITEM SCHEDULE ITEM B	..... %
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.

**MONTHLY**

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 ITEM SCHEDULE ITEM D**

6.2 When payable

Agent to specify when fees and charges are payable.

**MONTHLY**

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 EQUIVALENT OF TWO WEEKS RENT FOR ANY ONE ITEM REPAIR**

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):

Authorised amount (\$): **\$0.00**.....

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

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 (%)
N/A	
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

Part 8 - Signatures

Client 1  
**Please note:** If more than 2 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](http://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) .....

Date signed   /   /

Client 2

Signature .....

Signatory (print name) .....

Date signed   /   /

Agent

Signature .....

Signatory (print name) **H C REALTY. Per** .....

Date signed   /   /

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

SCHEDULES OR ATTACHMENTS  
(IF APPLICABLE)

**Item Schedule (in conjunction with PAMD Form 20a)**

<b>A</b>	<b>AVAILABILITY DATE</b>			
<b>B</b>	<b>COMMISSION</b> <i>(Payable in accordance with PAMD Form 20a Part (5))</i>	<b>Rent Collection:</b> <i>(Refer to Property Agents and Motor Dealers Regulation 2001, Schedule 1, Sections 33(1)(a) and 33(1)(b))</i>		
		COMMISSION: <b>5.5%</b>		
		GST: <b>10% OF THE RENT COLLECTION COMMISSION</b>		
		TOTAL PAYABLE: <b>THE SUM OF RENT COLLECTION PLUS GST</b>		
		COMMENTS:		
		<b>Letting:</b> <i>(Refer to Property Agents and Motor Dealers Regulation 2001, Schedule 1, Sections 32(1)(a) and 32(1)(b))</i>		
		COMMISSION: <b>EQUAL TO ONE WEEKS RENT ( NO INITIAL LETTING FEE )</b>		
		GST: <b>10% OF LETTING COMMISSION</b>		
		TOTAL PAYABLE: <b>THE SUM OF RENT COLLECTION COMMISSION PLUS GST</b>		
		COMMENTS:		
<i>Clauses 2.2, 4.1, 4.2, 5 &amp; 6</i>				
<b>C</b>	<b>RENT &amp; STATEMENTS</b>	Rent paid: <b>Monthly</b> <i>(Period)</i> If Other: .....		
		Rent paid to: <input type="checkbox"/> Client <input checked="" type="checkbox"/> Bank / Building Society		
		Bank: .....		
		Branch: .....		
		BSB: .....		
		Account Name: .....		
		Account Number: .....		
		<input type="checkbox"/> Other Name: .....		
		Address: .....		
		Statement Sent: <b>Monthly</b> <i>(Period)</i> If Other: .....		
		Statements sent to: <input checked="" type="checkbox"/> Client <input type="checkbox"/> Other Name: .....		
		Address: .....		
<i>Clause 10.10</i>				
<b>D</b>	<b>FEES &amp; CHARGES</b>	<b>Fee Type</b>	<b>Value</b> <i>(Specify \$ or %)</i>	<b>Inc.</b> <b>GST</b>
		1. Management Fee: .....	<b>2.5% +GST</b>	<input type="checkbox"/>
		2. <b>MEDIATION / TRIBUNAL FEE AT LESSORS'S EXPENSE</b>	<b>\$75.00</b>	<input type="checkbox"/>
		3. <b>POSTAGE+ PETTIES</b>	<b>\$5.50 P/M inc GST</b>	<input type="checkbox"/>
		4. ....		<input type="checkbox"/>
		5. ....		<input type="checkbox"/>
		6. ....		<input type="checkbox"/>
		7. ....		<input type="checkbox"/>
		8. ....		<input type="checkbox"/>
		9. ....		<input type="checkbox"/>
		10. ....		<input type="checkbox"/>
		11. ....		<input type="checkbox"/>

D	FEES & CHARGES (Continued)	Fee Type	Value (Specify \$ or %)	Inc. GST
		12. ....		<input type="checkbox"/>
		13. ....		<input type="checkbox"/>
		14. ....		<input type="checkbox"/>
	<i>Clauses 2.2, 4.1, 4.2 &amp; 6</i>	15. ....		<input type="checkbox"/>

E	PAYMENTS BY AGENT	To Pay	Detail
	The Client authorises and directs the Agent to pay from rental the items marked to be paid	<b>1. Body Corporate Levies</b>	
		(1) Sinking Fund: <input type="checkbox"/>	.....
		(2) Administration Levy: <input type="checkbox"/>	.....
		(3) Other: <input type="checkbox"/>	.....
		<b>2. Caretaking</b>	
		(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"/>	.....
		<b>3. Rates:</b> <input type="checkbox"/>	.....
	<i>Clauses 10.11 &amp; 12</i>	<b>4. Other:</b> <input type="checkbox"/>	.....

F	TENANT'S PAYMENTS	(Tick 'Yes' if the Tenant must pay. Provide a percentage apportionment if applicable)					
	<i>(Water is only payable if the Property is separately metered)</i>	Gas: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0	%	Cable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0	%
		Electricity: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0	%	Telephone: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0	%
		Water: <input type="checkbox"/> Yes <input type="checkbox"/> No	0	%	<input type="checkbox"/> Yes <input type="checkbox"/> No	0	%

G	FURNISHINGS & FITTINGS INVENTORY	To be prepared by Agent / Client
		<b>1. Inclusions (for use by tenant)</b>
		<div style="border: 1px solid black; height: 60px; width: 100%;"></div>
		<i>(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)</i>
		<b>2. Exclusions (not for use by tenant)</b>
		<div style="border: 1px solid black; height: 60px; width: 100%;"></div>
	<i>Clauses 7.1, 11.2 &amp; 11.3</i>	

H	PERMITTED OCCUPANTS	Number: <u>4</u>
		Details: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>

I	PETS	Permitted: <input type="checkbox"/> Yes <input type="checkbox"/> No
	<i>Clauses 13.1(c) &amp; 13.1(d)</i>	Details (If any): <b>CONSIDERED</b>

J	AGENT INSPECTIONS	The Agent will perform <u>3</u> inspection/s per year and:
	<i>Clause 11</i>	.....

K	LETTING/ RE-LETTING INSTRUCTIONS
	<i>Clauses 9.5 &amp; 9.8</i>

L	<b>DATE OF COMMENCEMENT OF APPOINTMENT</b>	/ / If left blank, will be the later of: (a) the date the Client signs the Agreement (b) the date the Agent signs the Agreement
M	<b>BODY CORPORATE DETAILS</b>	Name: ..... Address: ..... Secretary: ..... Phone: ( ) ..... Fax: ( ) ..... Manager: ..... Phone: ( ) ..... Fax: ( ) ..... <i>Clause 12</i>
N	<b>SERVICE AGENTS/ MAINTENANCE CONTRACTS</b>	1. .... 2. .... 3. .... 4. .... <i>Clauses 10.1, 10.2 &amp; 10.3</i>
O	<b>PREFERRED TRADES PEOPLE</b>	Electrical Repairs: ..... Phone: ( ) ..... Plumbing Repairs: ..... Phone: ( ) ..... Other: <b>HC REALTY</b> Phone: <b>(07) 5529 1443</b> <i>Clauses 10.1, 10.2 &amp; 10.3</i>
P	<b>TENANT INSPECTIONS</b>	Prospective tenants <b>may / may not</b> be provided with keys to perform an unsupervised inspection of the Property in accordance with any conditions stated below. Conditions: <div style="border: 1px solid black; width: 600px; height: 40px; display: inline-block;"></div>
Q	<b>ELECTRICAL SAFETY SWITCH</b>	An Electrical Safety Power Switch <b>is / is not</b> installed for general purpose socket outlets. <i>(A Licensed Electrician can advise in relation to this requirement)</i> <i>Clause 14</i>
R	<b>ADDITIONAL INSTRUCTIONS</b>	
S	<b>SPECIAL CONDITIONS</b>	<b>REFER ANNEXURE 'A' BEING PART OF TENANCY AGREEMENT          WATER USAGE IN EXCESS OF 280KL PER ANNUM OR PART THEREOF PAYABLE BY TENANT          I.E. 140KL PER SIX MONTHS</b>
T	<b>SIGNING</b>	Client's Signature: ..... Date: / / ..... Client's Signature: ..... Date: / / ..... Agent's Signature: ..... Date: / / .....

## Terms of Appointment (in conjunction with 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.

### 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 Act 1994* 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 of such General Tenancy Agreement.

*'General Tenancy Agreement' means any Tenancy Agreement with respect to the letting of the Property which Agreement will conform with the requirements of the Residential Tenancies Act 1994 as amended.*

### 5. Commission

The Client will pay all Commission as more particularly detailed in Part (5) of the attached PAMD Form 20a.

### 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 Act 1994, S103* for full details)

- 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 regulations.
  - (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 someone with appropriate experience in house maintenance.*
  - (3) the Property and inclusions (including all locks and security fittings) are in a reasonable state of repair.
  - (4) after the Tenancy Agreement is signed provide keys to the Property to the Agent and tenant/s for each lock as provided in accordance with Section 120 of the *Residential Tenancy Act 1994*.
  - (5) a minimum of one phone line is connected to the Property.
- 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 are safe for the tenant 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. Sale Agent Appointment

If the Client appoints a Sale Agent to sell the Property the Client must give written notice of the Appointment to the Letting Agent forthwith.

### 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.
- 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 legal/public liability insurance and be covered for a minimum of 10 million dollars. 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 The Agent having established criteria for 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.
- 9.8 The Client must meet the requirements of all relevant acts, legislation, by-laws, rules & regulations local, state and federal.

### 10. Agent's Obligations and Authority

- 10.1 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.
- 10.2 The Agent must organise repairs and maintenance (utilising where necessary a licenced trades person) and where possible utilise those services of the persons detailed in Item (O) of the Item Schedule.
- 10.3 Urgent repairs or maintenance may be carried out at the Agents discretion if the Client is not readily contactable.
- 10.4 The Agent will take reasonable steps to ensure goods or services obtained for the Client are at competitive prices.
- 10.5 The Agent will not induce or attempt to induce, a breach of, or an interference with, a Contract between the Client and a tenant.
- 10.6 The Agent will maintain its License in accordance with the *Property Agents and Motor Dealers Act 2000*.
- 10.7 The Agent must account to the Client with respect to all monies collected, received, paid or used by the Agent carrying out the Agent's Obligations under this Appointment.
- 10.8 The Agent will advise the Client upon the termination of any Tenancy Agreement and/or vacancy of the Property.
- 10.9 The Agent will, subject to the Residential Tenancies Act and other relevant 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.
- 10.10 The Agent is to collect and receive all monies payable (Rent, bond and otherwise) under any Tenancy Agreement entered into pursuant to this Appointment.
- 10.11 The Agent will make all payments required under this Appointment and which the Agent may have an Obligation to make as the Client's Agent under any Tenancy Agreement.
- 10.12 The Agent will conduct all dealing with the Residential Tenancy Authority as defined under the Residential Tenancies Act to the extent provided under such Act, this Appointment, and any Tenancy Agreement.
- 10.13 The Agent will promptly respond to and, subject to the Client's written instructions, attend to all reasonable requests by the Client for maintenance of, and repairs to, the Property.
- 10.14 The Agent will not engage a person to perform building work unless the person holds a licence under the *Queensland Building Services Authority Act 1997* authorising the performance of the work.

10.15 The Agent must immediately notify the Client in writing if the Agent becomes aware of a tenant's breach, which is in the Agents opinion a fundamental breach of the Tenancy Agreement.

#### 11. Property Inspection

11.1 The Client will comply with all obligations with respect to condition reports and inspection required by the Residential Tenancies Act 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 rectification of matters notified under Clause 11.4.

#### 12. Body Corporate

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.

#### 13. Indemnity

13.1 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 from:

- (a) the Client's failure to comply with this Appointment; or
- (b) the Client's failure to give the Agent appropriate authority or instruction, or 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 Tenancy Act and or other relevant acts and legislation; or
- (e) the Agent acting on behalf of the Client under this Appointment.

This means the Agent will be compensated by the Client for such actions, claims, demands, losses, costs, damages and expenses in respect to this clause.

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 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 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 or was installed prior to 1st June, 1992, the Client must install a new Electrical Safety Switch by the earlier of:

- (a) 6 months after a Tenancy Agreement is entered into; or
- (b) the end of 29th February, 2008.

(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 rights under this Appointment.

#### 16. 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.

#### 17. 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* and the *Residential Tenancies Act 1994* as amended, *Property Law Act*.

#### 18. Special Conditions

Any Special Conditions to this contract shall form part of this contract. Should there be inconsistency between these Terms of Appointment and a Special Condition, the Special Condition will apply.

#### 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 (ie. Facsimile numbers & email addresses).