Property occupations





Appointment and reappointment of a property agent, resident letting agent or property auctioneer Property Occupations Act 2014

This form is effective from 1 August 2016

	ABN:	13	846	673	994
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Part 1–Client details	
Client 1	Client name
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	ABN ACN Are you registered for GST? Yes No
	Address
is to be sold or may be a prospective buyer seeking to	
purchase land or a property.	Suburb State Postcode
	Phone Mobile
	Email address
Client 2 Note: Annexures detailing additional clients may be	Client name
attached if required.	ABN
	Are you registered for GST?
	Address
	Suburb State Postcode
	Phone Mobile Fax
	Email address
Part 2–Licensee details	
Licensee type	Real estate agent Resident letting agent Property auctioneer
More than one box may be ticked if appropriate. Note: Annexures detailing conjuncting agents may be	Trading name
attached if required.	Licensee name (corporation, if applicable)
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.	
	ABN ACN
	Licence number Expiry / / DD MM YYYY
	Address
	Suburb State Postcode
	Phone Mobile
	Email address

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Part 3—Details of proper	rty or business that is to be sold, let, purchased, or managed		
Please provide details of the property, land, or business as appropriate.	Description		
Note: Annexures detailing	Address		
multiple properties may be attached if required.	Suburb State Postcode		
	Lot Plan		
Part 4—Appointment of	property agent		
Section 1 Performance of service	The client appoints the agent to perform the following service/s:		
Annexures detailing the performance of service may	Sale Purchase Letting / collection of rent / management Leasing (Commercial agents)		
be attached if required.	Auction Auction date / / (must be completed)		
	DD MM YYYY Other (please specify)		
Section 2	Single appointment for a particular service or services		
Term of appointment Sole and exclusive appointments: for sales of one or two residential	Start / / End / / DD MM YYYY DD MM YYYY		
of one or two residential properties, the term is negotiable and agent can be appointed or reappointed	Continuing appointment for a service or a number of services over a period		
up to a maximum of 90 days per term. There are no	Start / / DD MM YYYY		
limitations on the length of an appointment for anything other than a residential property sale.			
Section 3 Price	Reserve List Letting		
State the price for which the property, land or business is to be sold or let.	 \$ For auctions: If a reserve price is unknown at the time of appointment, it can be advised <i>in writing</i> at a later date. 		
Note: Bait advertising is an offence under the Australian Consumer Law.	• For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an <i>electronic listing provider</i> , the client agrees for the agent to disclose to the <i>electronic listing provider</i> 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.			

Part 5—Termination of appointment			
Residential sales of 1 or 2 properties only	Open listing: You may terminate in writing at any time. Sole or exclusive: 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.		
Open listing	You may terminate an open listing for either commercial or residential property sales at any time.		
Other fixed term appointments (excluding residential	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.		
property sales)			
Continuing appointments (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, after 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 whic	hever is relevant)	

Part 6-PROPERTY SAL	ES: 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 MM YYYY Client Date / D MM YYYY Agent Date / / / DATE / D MM YYYY
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 <i>Property Occupations Act 2014</i> .	The client and the agent agree that the commission including GST payable for the service to be performed by the agent is: When commission is payable
	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 <i>authorised amount</i> must be written here.	Authorised amount \$			
	When payable / / DD MM YYYY			
Section 2	applicable) the client is \$			
Repairs and maintenance				
(if applicable)				
Property management				
Section 3	Description	Amount	When payable	
Other	-			
Description of fees and	•••••			
charges.				
The agent may either complete this section or				
attach annexures.				
Section 4	Service	Source	Estimated amount	
Agent's rebate, discount, commission or benefit				
incurred in the provision of or performance of the				
service				
	•••••			

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 or phone on 13 QGOV (13 74 68).

Client 1	Full name
	Signature
Client 2	Full name
	Signature / / DDMMYYY
Agent A registered real estate salesperson working for an	Full name
agency can sign this form on behalf of the licensed agent.	Signature / / D D M M Y Y Y
Schedules and attachments 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.	I/we (the client) reappoint
	Signature
Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	Client's name
	D D M M 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.



Appointment of R	eal Estate Agent

(Residential Sales)

ITEMS SCHEDULE

PRIOR APPOINTMENT

Pursuant to Section 21 of the Property Occupations Regulation 2014 (Qld), prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

The Client further warrants that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.

If the Client is not able to warrant that another property agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent, the Client acknowledges that a statement in accordance with Section 21 (4) of the Property Occupations Regulation 2014 (Old) has been provided by the Agent.

Note: A copy of the statement provided to the Client must be annexed to this Appointment of Property Agent.

ADVICE AS TO MARKET PRICE В

If Yes.

Has the Client requested information regarding the price at which the Property is to be offered for sale?

(Select applicable Box) Yes No

SALE PRICE DISTANCE FROM

The Client acknowledges receipt of the Comparative Market Analysis; OR

The Client acknowledges receipt of the written explanation showing how the Agent decided the market value of the Property.

COMPARATIVE MARKET ANALYSIS

Compares the Property with at least 3 properties sold within the previous 6 months that are of a similar standard or condition to the Property and are within 5km of that Property.

Listed in the attached Comparative Market Analysis (attach analysis)

		PROPERTY:
	\$	
	\$	
	\$	
	\$\$	
	\$	
Comments:		

С	the Agent decide The Client:	ed the market value of Authorises Does not authoris the Agent to give explanation showin	of the Property, if the se a potential Buyer	arket Analysis, or the writt Client provides written co		how				
С	MANAGING	Does not authoris the Agent to give explanation showing	a potential Buyer							
С	MANAGING	Does not authoris the Agent to give explanation showing	a potential Buyer							
С	MANAGING	the Agent to give explanation showing	a potential Buyer							
С	MANAGING	explanation showing	a potential Buyer							
С			ng how the Agent de	either the Comparative cided the market value of	Market Analysis or the Property.	he written				
	AGENCY	AGENT OF PRO	OPERTY (If	Applicable)						
	AGENOT.									
	PROPERTY MAN	AGER:					-			
	ADDRESS:						-			
							-			
	SUBURB: PHONE:	MOBILE:	FAX:	EMAIL:	STATE:	POSTCODE:	-			
	PHONE.	MOBILE.	FAX.	EMAIL.						
D	SOLICITOR'	S DETAILS FOR	R CLIENT							
	NAME:									
	REF:	CONT	ACT:				-			
	ADDRESS:						-			
							-			
	SUBURB:					POSTCODE:	_			
	PHONE:	MOBILE:	FAX:	EMAIL:						
	To be pr	ovided to the Age	nt by the Client at	a later date as not kno	wn by the Client whe	n entering into this Ag	reement.			
E	PUBLIC LIA	BILITY								
	INSURER: AMOUNT OF COVER:									
	POLICY NUMBER: EXPIRY DATE:									
F	AUCTION									
	The Client instructs and authorises the Agent to sell the Property by Public Auction. (Select applicable box)									
	No - Clause 11 of this Agreement will not apply.									
	Yes - Clause 11 of this Agreement will apply and the following details must be completed.									
	(1) Date of Au	ction:								
	(2) Place of Au	iction:								
	(3) Time of Au	ction:								
	(4) Fee for Au	ctioneer: \$								
	(5) Terms of S		ash, with Settlemer ther (<i>please specif</i> y	nt 30 days from the date /):	of the Contract \leftarrow Se					

INITIALS (Note: initials not required if signed with Electronic Signature)

G	PRI	VACY							
	The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Not Consent by the Agent in the form annexed to this Appointment of Property Agent or located on the Agent's w								
		and they fully understand that the collection and use of personal information contained in the <i>Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer</i> , this Schedule the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent							
Н	REG	QUIREM	ENTS FOR SOLE OR EXCLUSIVE AGENCY						
	The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under Section 103 of the <i>Property Occupations Act 2014</i> (Qld):								
		(1) The	Agent has, in accordance with the requirements of the Property Occupations Act 2014, discussed with the Client:						
	(a) whether the Appointment of Agent is to be for a sole agency or and exclusive agency; and								
		(b)	the proposed term of the appointment; and						
		(c)	for an appointment for the sale of residential property other than a commercial scale appointment, the Client's entitlement to negotiate a term of the appointment up to a maximum of 90 days; and						
		(d)	the consequences for the Client if the Property is sold by someone other than the Agent during the term of the Appointment.						
	(Note: The Client should refer to Clause 5 of the Essential Terms and Conditions)								
	The Client acknowledges that the above matters have been discussed before signing the Appointment of Property Ager								
I	FACTS MATERIAL TO THE SALE OF THE PROPERTY								
	Note: Agent must take reasonable steps to find out/verify any facts material to the sale of the Property								

INITIALS (Note: initials not required if signed with Electronic Signature)

PROPERTY DESCRIPTION DETAILS

Bathroom Services (select as applies) Bar Kitchen Town water In-groud pool Dining/Kitchen Comb Sewered Penced Pantay Sepric Fenced Ensuite Gas in street Sides fenced Ensuite Gas in street Water fontage Separate toilets Car Parking (# of spaces) Jetty Study/Office Garage Jetty Gfshed/Shad/Stables Carport Sauna Other rooms Other Selick as applies) Grim fass Brick Plasterboard Security system Brick Plasterboard Ceiling fans Brick Block Interior walls Select as applies) Brick Block Intercom system Hardiplank Block Intercom system Block Electric stove Number of kilowats Block Secondary school m Block Secondary school m Block Block Rain water tank Block Block Number of kilowats Block Block Secondary school m Block Block Secondary school m Block R	ADDRESS:					<u> </u>		
Image:	SUBURB:	SUBURB:				POSTCODE:		
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Bedrooms B	Descue datable (Training)	<i>.</i>	-			ucted		
Lounge Lo	-					Split Systems		
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Pole home Electric South West Queenslander Solar North-east South-east	Federation		Hot water system	(select as applies)	Outlook	(select one direction)		
Queenslander Solar North-east South-east	Mediterranean		Gas		North	East		
	Pole home		Electric			West		
Post War South-west	Queenslander		Solar			east South-east		
	Post War				South	west North-west		

INITIALS (Note: initials not required if signed with Electronic Signature)

PROPERTY DESCRIPTION DETAILS (Continued)

Age (years):								
Land (approx. m ²):			Land (appro	x. ha):				
R.P.D.								
Electrical safety switch:	: 🗌 Yes	No	Smoke aları	m: 🗌 Yes	No			
Pool Safety Certificate	e: Yes	No						
Encumbrances:	Yes	No	If yes please	e provide deta	uls:			
Naighbourbood Diar		ing Fanada	and Traca)	ot 2011 diag				
Neighbourhood Disp	(select wh	ichever is ap	plicable)					
	The	Land is not	t affected by	any applicati	on to, or an	order made by, t n the Land.	he Queenslar	nd Civil and
	The	Land is aff				r made by, QCAT		
	on t	he Land.						
Zoning:	•							
Rates:	\$				Quarter	Half year	Year	
Vacant Possession:		days						
Tenanted:	Yes		No					
Inspection:	Call I	listing agent	24hrs no	tice required	Specify	:		
UNIT USE ONLY								
Body Corporate Fees	(Inc Sink Fu	und): \$		Period:				
Floor level:					Lift:	Yes	No	(select one)
COMMENTS								
SIGNATURE OF F	PARTIES							
Client 1:					Date:			
Client 2:					Date:			
A					Deter			
Agent:					Date:			
INITIALS (Note: initials not require	d if signed with	Electronic Sig	nature)					
	e.gnea with							000011542814
EF005a 08/19	© C	Copyright T	he Real Est	ate Institute	of Queensl	and Ltd		Page 5 of 7

1. DEFINITIONS

- 1.1 "Act" means the Property Occupations Act 2014 (Qld).
- 1.2 "Agent" means the party described in Part 2 of the Appointment of Property Agent.
- 1.3 "Appointment of Property Agent" means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.4 "Client" means the party described in Part 1 of the Appointment of Property Agent.
- 1.5 "**Commission**" means the commission stated in Part 7 of the Appointment of Property Agent.
- 1.6 "**Conjunction Sale**" means a sale conducted in conjunction with other property agents.
- 1.7 "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign;
- 1.8 "**Property**" means the property described in Part 3 of the Appointment of Property Agent.
- 1.9 "**Property Description Details**" means the particulars listed in the Property Description Details annexed to the Schedule.
- 1.10 "REIQ" means The Real Estate Institute of Queensland.
- 1.11 "**Schedule**" means the Residential Sales Schedule forming part of this Agreement.
- 1.12 "**Term**" means the term specified in Part 4, Section 2 of the Appointment of Property Agent.

2. WHAT MAKES UP THIS AGREEMENT

- This Agreement comprises the following parts:
- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

3. CLIENT APPOINTS AGENT

3.1 For the Commission and other fees payable by the Client, the Agent agrees to sell the Property for the Client in accordance with this Agreement.

4. PRICE

4.1 The Client instructs the Agent that the Price at which the Agent must offer to sell the Property will be the Price stated in Part 4, Section 3 of the Appointment of Property Agent, or any variation to the Price stated in Part 4, Section 3 of the Appointment of Property Agent as instructed in writing at a later date by the Client.

5. ENTITLEMENT TO COMMISSION

- 5.1 The Client agrees to pay the Agent Commission as specified in Part 7 of the Appointment of Property Agent if a Contract of Sale of the Property is entered into with a Buyer, whether within the Term or after the Term, where the Relevant Person is the effective cause of the sale within the Term, provided that:
 - 5.1.1 the Contract of Sale of the Property is completed; or
 - 5.1.2 the Client defaults under the Contract of Sale and that Contract is terminated by reason of or following that default; or
 - 5.1.3 the Contract of Sale is not completed and the whole or part of the deposit paid is liable to be forfeited; or
 - 5.1.4 the Contract of Sale is terminated by mutual agreement of the Client and the Buyer.

- 5.2 For the purposes of Clause 5.1 a Relevant Person is, where the Appointment of Property Agent is for:
 - 5.2.1 an Exclusive Agency, any person (including the Client); or
 - 5.2.2 a Sole Agency, any person other than the Client; or
 - 5.2.3 an Open Listing, the Agent only.

6. AUTHORITY TO PAY COMMISSION

- 6.1 The Client:
 - 6.1.1 authorises the Agent, and
 - 6.1.2 authorises and directs the deposit holder or any other person to whom any deposit is paid under a Contract of Sale, to pay to the Agent any Commission to which the Agent is entitled immediately upon:
 - (a) the entitlement to Commission arising; and
 - (b) production of the Agreement or a copy of the Agreement;
- 6.2 The Client agrees that the Agent's receipt for the payment of Commission under Clause 6.1 completely discharges the deposit holder from any duty to account to the Client for the Commission paid to the Agent.

7. COMMUNICATION OF EXPRESSIONS OF INTEREST

- 7.1 Unless otherwise agreed in writing between the Client and the Agent, the Client:
 - 7.1.1 only requires the Agent to communicate to the Client:
 - (a) all written offers about the sale; and
 - (b) only those expressions of interest which the Agent determines in its discretion are to be communicated to the Client.

8. DISCLOSURE OF RELEVANT FACTS

- 8.1 The Client states that:
 - 8.1.1 the Property is the Client's own property;
 - 8.1.2 the Agent is entitled to sell the Property on behalf of the Client; and
 - 8.1.3 the particulars about the Property contained in the Property Description Details are correct;
- 8.2 The Client authorises the Agent at the Client's cost to:
 - 8.2.1 take reasonable steps to find out or verify:(a) the ownership of the Property; and(b) the description of the Property;
 - 8.2.2 take such other reasonable steps to find out or verify the facts material to the sale, exchange or lease that a prudent property agent would find out or verify in order to avoid error, omission, exaggeration or misrepresentation. These steps may be taken before listing the Property and afterwards as the occasion arises;
- 8.3 The Client will produce to the Agent, at the Agent's request, such information as required by the Agent to satisfy the Agent of the matters referred to in this Clause 8;
- 8.4 This Clause 8 does not oblige the Agent to undertake searches with public authorities;
- 8.5 The Client warrants that the Property is safe and free from any defects for the purposes of a property inspection.

INITIALS (Note: initials not required if signed with Electronic Signature)

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9. NOTIFICATION OF SALE TO TENANT

- 9.1 If the Property is tenanted, the Client states that the managing agent for the Property is as stated in Item C of the Schedule;
- 9.2 The Client acknowledges that where the Agent accepts an appointment to sell a property that is tenanted:
 - 9.2.1 The Agent must immediately give written notice of the appointment to any managing agent of the Property; and
 - 9.2.2 The managing agent must immediately give the tenant notice of the appointment of the Agent to sell the Property.

10. ELECTRONIC SIGNING, COMMUNICATION AND NOTICES

- 10.1 All written communications under this Agreement must be given to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 and/or 2 of the Appointment of Property Agent;
- 10.2 The parties consent to the use of electronic communication in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions* (*Queensland*) Act 2001 (Qld) and the *Electronic Transactions Act* 1999 (Cth);
- 10.3 If this Agreement is signed by any party using an Electronic Signature, the Client and the Agent:
 - (a) agree to enter into this Agreement in electronic form; and
 - (b) consent to either or both parties signing the Agreement using an Electronic Signature.
- 10.4 The Client authorises the Agent to give on behalf of the Client any statement or other notice that may be required to be given by the Client in accordance with any law;
- 10.5 Nothing in this Clause 10 requires the Agent to give a statement or other notice on behalf of the Client. The Agent may require the Client to sign the statement or other notice on the Client's own behalf.

11. AUCTION

- 11.1 The Reserve Price shall be the amount specified in Part 4, Section 3 of the Appointment of Property Agent or as instructed by the Client in writing prior to the time of Auction;
- 11.2 The date, place and time for the Auction shall be as specified in Part 4, Section 1 of the Appointment of Property Agent and Item F of the Schedule or as otherwise agreed with the Client in writing from time to time;
- 11.3 The general conditions of sale shall be those set out in: 11.3.1 the Conditions of Sale by Public Auction Real
 - Property adopted by the REIQ; and 11.3.2 the copyright form of Contract and the Terms of Contract/Standard Conditions of Sale adopted by the REIQ and approved by the Queensland Law Society as at the date of the Appointment of Property Agent;
- 11.4 The Agent may, in the Agent's sole discretion, subcontract the performance of the Agent's services in relation to holding the Public Auction by engaging a person licensed as an Auctioneer under the Act to conduct the Public Auction on behalf of the Agent. If the Agent employs an Auctioneer then the Client shall pay the amount as specified in Item F(4) of the Schedule as a fee for the Auctioneer's services.

12. AGENT'S ENTITLEMENT TO TERMINATION PENALTY

- 12.1 In this Clause 12:
 - 12.1.1 **Relevant Contract** means a relevant contract as defined in the Act; and
 - 12.1.2 **Termination Penalty** means the amount of 0.25% of the Purchase Price under the Contract of Sale as defined in the Act.
- 12.2 If:
 - 12.2.1 the Contract of Sale is a Relevant Contract; and
 - 12.2.2 the Buyer validly terminates the contract at any time before the cooling-off period ends in accordance with the Act; and
 - 12.2.3 the Client is entitled to retain from the deposit the Termination Penalty,

the Client agrees that the Termination Penalty will be divided equally between the Client and the Agent.

- 12.3 The Client:
 - 12.3.1 authorises the Agent; and
 - 12.3.2 authorises and directs the deposit holder or any other person to whom any deposit is paid under a Contract of Sale,

to pay to the Agent, the Agent's share of the Termination Penalty to which the Agent is entitled in accordance with the Clause 12.2 immediately upon production of the Agreement or a copy of the Agreement.

12.4 The Client agrees that the Agent's receipt for the payment of one half of the Termination Penalty under Clause 12.2 completely discharges the deposit holder from any duty to account to the Client for the Agent's share of the Termination Penalty paid to the Agent.

13. INDEMNITY

- 13.1 The Client shall be liable for and shall indemnify and defend the Agent, its directors, officers, employees, and agents from and against any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:
 - 13.1.1 injury, bodily or otherwise, to or death of any person;
 - 13.1.2 loss, damage to or destruction of property, whether real or personal, belonging to the Client, the Agent or others; and

arising from or in connection with any act or omission or negligence of the Client or any other person (other than the Agent) or arising out of or in connection with the Property or this Appointment of Property Agent.

14. CLIENT AND AGENT'S ACKNOWLEDGEMENTS

The Client and the Agent acknowledge that:

- 14.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;
- 14.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

15. ENTIRE AGREEMENT

15.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

INITIALS (Note: initials not required if signed with Electronic Signature)