Property occupations

Form 6



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

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.	Client name
	ABN ACN ACN ACN ACN ACN ACN ACN ACN ACN AC
	Suburb
Client 2 Note: Annexures detailing additional clients may be attached if required.	Client name
	ABN ACN ACN ACN ACN ACN ACN ACN ACN ACN AC
	Suburb
Part 2—Licensee details	
Licensee type More than one box may be ticked if appropriate.	Real estate agent Resident letting agent Property auctioneer
Note: Annexures detailing conjuncting agents may be 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.	ABN ACN ACN Licence number Expiry D D M M / Y Y Y Y
Where a sole trader is to be appointed, state the individual's name and licence number.	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.	Address Suburb	Stat	
Part 4—Appointment of p	property agent		
Section 1 Performance of service Annexures detailing the performance of service may be attached if required.	The client appoints the agen Sale Purch Leasing (Commercial agen Auction Auction da	gents)	e/s: ion of rent / management (must be completed)
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.	Start DD/MM	a particular service or services A Y Y Y Y Y End D I t for a service or a number of serv Y Y Y Y Y	
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.	 writing at a later date. For residential property at the client agrees to mark disclose to the electronic 	eting via an electronic listing prov listing provider a price or price ra	es to be marketed without a price: If vider, the client agrees for the agent to
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.			

Residential sales of 1 or 2	Open listing: You may terminate in writing at any time.	
properties only	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	The parties may agree to a fixed term appointment of their choice. This term may be ended ea by mutual agreement.	
(excluding residential 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 SAL	ES: open listing, sole agency or exclusive agency	
To the client		
	ell a property or land on the basis of an open listing, or a sole agency, or exclusive agency.	
The following information explanation property is sold during their ten	ains the circumstances under which you will, and won't, have to pay a commission to the agent if the rm of appointment.	
OPEN LISTING		
	ll the property but you retain a right to appoint other agents on similar terms, without penalty or extra	
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		
	ty privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, d	
SOLE AGENCY		
to pay:	during an existing agent's sole agreement term and the property is sold during that term, you may have	
A commission to each asDamages for breach of c	gent (two commissions) contract arising under the existing agent's appointment	
 When you don't have to pay the If the client sells the proper not attend open house insp 	rty privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, d	
EXCLUSIVE AGENCY		
When you must pay the agent		
The client will nay the anno	inted agent whether this agent, any other agent, or person (including the client themselves) sells the the appointment.	
property during the term of	ty, after the exclusive appointment expires and if the agent was the effective cause of sale (introduce)	
property during the term ofIf the client sells the proper	ty, after the exclusive appointment expires and if the agent was the effective cause of sale (introduce) he agent may be entitled to commission.	
property during the term ofIf the client sells the proper	he agent may be entitled to commission.	

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 / M M / 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.	The client and the agent agree that the commission including GST payable for the service to be performed by the agent is:	
Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.	When commission is payable	
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.	For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs. Other	
T	nis area has been intentionally left blank.	

Part 6—Authorisation to			
The client authorises the agent attached if required.	to incur the following expenses in I	elation to the performance of the	e service/s. Annexures may be
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	/	
Section 2	The maximum value of repairs an	d maintenance to be paid by the	agent without prior approval by
Repairs and maintenance (if applicable) Property management	the client is \$		
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,	Service	Source	Estimated amount
Agent's rebate, discount, commission or benefit incurred in the provision			
Agent's rebate, discount, commission or benefit			Estimated amount
Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the			
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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).

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

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