



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

Property Occupations Act 2014

This form is effective from 1 December 2014

ABN: 13 846 673 994

### Part 1—Client details

<p><b>Client 1</b></p> <p>Note: The client is the registered owner of the property, land, or owner of the business. It can be either a company or individual.</p>	<p>Client name .....</p> <p>Address .....</p> <p>.....</p> <p>Suburb ..... State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone..... Fax..... Mobile.....</p> <p>Email address.....</p>
<p><b>Client 2</b></p> <p>Note: Annexures detailing additional clients may be attached if required.</p>	<p>Client name .....</p> <p>Address .....</p> <p>.....</p> <p>Suburb ..... State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone..... Fax..... Mobile.....</p> <p>Email address.....</p>

### Part 2—Licensee details

<p><b>Licensee type</b></p> <p>More than one box may be ticked if appropriate.</p> <p>Note: Annexures detailing conjuncting agents may be attached if required.</p>	<p><input type="checkbox"/> Real estate agent    <input type="checkbox"/> Resident letting agent    <input type="checkbox"/> Property auctioneer</p> <p>Agency name (if applicable) .....</p> <p>Licensee name .....</p> <p>Licence number <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>      Expiry <input type="checkbox"/><input type="checkbox"/> / <input type="checkbox"/><input type="checkbox"/> / <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>  <small>D D / M M / Y Y Y Y</small></p> <p>Address .....</p> <p>Suburb ..... State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone..... Fax..... Mobile.....</p> <p>Email address.....</p>
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### Part 3—Details of property or business that is to be sold, let, purchased, or managed

<p>Please provide details of the property, land, or business as appropriate.</p> <p>Note: Annexures detailing multiple properties may be attached if required.</p>	<p>Description .....</p> <p>.....</p> <p>Address .....</p> <p>Suburb ..... State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Lot ..... Plan.....</p> <p>Title reference ..... Parish/County .....</p>
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## Part 4—Appointment of property agent

<p><b>Section 1</b> <b>Performance of service</b> Annexures detailing the performance of service may be attached if required.</p>	<p>The client appoints the agent to perform the following service/s:</p> <p><input type="checkbox"/> Sale      <input type="checkbox"/> Purchase      <input type="checkbox"/> Letting / collection of rent / management</p> <p><input type="checkbox"/> Auction      Auction date <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> Other (please specify) .....</p>
<p><b>Section 2</b> <b>Term of appointment</b> <b>Sole and exclusive appointments:</b> 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.</p>	<p><input type="checkbox"/> Single appointment for a particular service or services</p> <p>Start <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>      End <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> Continuing appointment for a service or a number of services over a period</p> <p>Start <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
<p><b>Section 3</b> <b>Price</b> State the price for which the property, land or business is to be sold or let.</p> <p>Note: Bait advertising is an offence under the Australian Consumer Law.</p>	<p><input type="checkbox"/> Reserve      <input type="checkbox"/> List      <input type="checkbox"/> Letting</p> <p>\$.....</p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p>For residential property auctions and residential properties to be marketed without a price:</p> <ul style="list-style-type: none"> <li>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</li> </ul> <p>\$..... to establish a search criteria.</p>
<p><b>Section 4</b> <b>Instructions/conditions</b> The client may list any condition, limitation or restriction on the performance of the service.</p> <p>Note: Annexures detailing instructions/conditions may be attached if required.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

## Part 5—Termination of appointment

<p><b>Residential sales of 1 or 2 properties only</b></p>	<p><b>Open listing:</b> You may terminate in writing with 30 days notice or less if both parties agree.</p> <p><b>Sole or exclusive:</b> You may terminate in writing with 30 days notice, but the appointment will not be terminated until it has been in effect for at least 60 days.</p>
<p><b>Non-sales</b> (for example: letting, collection of rents etc)</p>	<p>You may terminate in writing with 30 days notice or less if both parties agree.</p>

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

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

<p><b>When you must pay the agent</b> <b>To the client</b> This information shows when you will have to pay the agent if the property is sold during the term of the agent's appointment.</p>	<p><input type="checkbox"/> Open listing</p> <ul style="list-style-type: none"> <li>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.</li> <li>No end date required.</li> <li>Appointment can be ended by either you or the agent at any time by giving written notice.</li> <li>The agent is entitled to the agreed commission if he or she is the <i>effective cause of sale</i>.</li> </ul>
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**Part 6—SALES: Open listing, sole agency or exclusive agency continued**

Note: If you sell your property after this appointment expires and the agent introduced the buyer to your property, the agent may be entitled to commission.

Sole  Exclusive

**Sole and exclusive appointments**

If you appoint a new agent during an existing agent’s sole or exclusive 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.

**Exclusive appointments**

The client will pay this agent whether this agent, any other agent, or person (including the client themselves), sells the property during the term of the appointment.

**Part 7—Commission**

**To the client**

The commission is negotiable.

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:

.....  
 .....  
 .....

**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:

.....  
 .....

**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.

.....  
 .....  
 .....  
 .....  
 .....  
 .....

Authorised amount \$ .....

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

**Section 2  
Repairs and maintenance  
(if applicable)**

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

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

Section 3 Other	Description	Dollar amount	When payable
Description of fees and charges.  The agent may either complete this section or attach annexures.	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....

  

Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service	Service	Source	Estimated amount
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....

## 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.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au) or phone on **13 QGOV** (13 74 68).

<b>Client 1</b>	Full name..... Signature ..... <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>D D / M M / Y Y Y Y</small>
<b>Client 2</b>	Full name..... Signature ..... <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>D D / M M / Y Y Y Y</small>
<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="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>D D / M M / Y Y Y Y</small>
<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.	I/we (the client) reappoint ..... ..... (the agent) to <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>D D / M M / Y Y Y Y</small> Client's name..... Signature ..... <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>D D / M M / Y Y Y Y</small> Client's name..... Signature ..... <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>D D / M M / Y Y Y Y</small>
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**This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.**