

## Appointment of agent - Letting and property management

Property Agents and Motor Dealers Act 2000

This form is effective from 1 July 2009

Department of **Employment, Economic  
Development and Innovation (DEEDI)**

### WARNING

The client is advised to seek independent legal advice before signing this form.

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.

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.

Full name/s: *ADAM JOZEF POSTULA*

Company name: *NOT APPLICABLE*  
(if applicable)

BN / ACN: *NOT APPLICABLE*

ABN: *NOT APPLICABLE*

Address: *158 CANDY CREEK RD  
GUANABA QLD 4210*

Phone:

Fax:

Mobile:

Email: *adam@itee.uq.edu.au*

Registered for GST:  Yes  No

### Part 2 - Agent details

Agency name: *NICK PENKLIS PTY LTD ACN 083 884 253 T/AS SPACE PROPERTY AGENTS*

ABN: *29 270 795 866*

Registered for GST:  Yes  No

Licensee name: *NICK PENKLIS PTY LTD*

Address: *90 LATROBE TERRACE, PADDINGTON QLD 4064*

Phone: *07 3510 7600*

Fax: *07 3368 3937*

Mobile:

Email:

Licence number: *220 1932*

Licence expiry: *04/08/2013*

### Part 3 - Property details

Please provide details of the property.

Address: *20 BALMAIN TCE, RED HILL 4059*

Lot: *L34*

Plan: *RP20632*

Title reference:



## 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 \$ 23 (CALCULATED AT RENT OF \$460 P/W) \$460 (ONE WEEKS RENT LET COMMISSION)	5%
GST \$ \$2.30 (RENT COLLECTION) \$ 46 (LET COMMISSION)	10%
Total payment \$ 25.30 PER WEEK AND \$506 PER LET	

Refer to (a) Item C in Property Management Schedule, (b) Essential Terms and Conditions

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.

Refer to (a) Property Management Schedule, (b) Essential Terms and Conditions  
REFER TO PAGES 5 TO 11 ATTACHED 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 (a) Property Management Schedule, (b) Essential Terms and Conditions  
REFER TO PAGES 5 TO 11 ATTACHED

### 6.2 When payable

Agent to specify when fees and charges are payable.

Refer to (a) Property Management Schedule, (b) Essential Terms and Conditions  
REFER TO PAGES 5 TO 11 ATTACHED

### 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 if no \$ amount specified TWO (2) weeks rent for the repair and/or maintenance of any one item.

**Note: Pursuant to section 214, the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) allows a tenant to spend up to two weeks rent if 'emergency repairs' are not attended to within a reasonable time after notice is given or if the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs.**

## 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):

\$100 ADVERTISING AND MARKETING

Authorised amount (\$):

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

Refer to (a) Property Management Schedule, (b) Essential Terms and Conditions  
REFER TO PAGES 5 TO 11 ATTACHED

**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(%)
<i>EBM LESSOR PROTECTION INSURANCE</i>	<i>APPROX \$20 PER PROPERTY PER ANNUM</i>
<i>TERRI SCHEER INSURANCE</i>	<i>APPROX \$22 PER PROPERTY PER ANNUM</i>

**Part 8 - Signatures**

**Client 1**  
**Please note:** If more than two 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) .....  
 Date signed .....

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

**SCHEDULES OR ATTACHMENTS  
 (if applicable)**

*REIQ Property Management Schedule and Essential Terms and Conditions attached.*

# PROPERTY MANAGEMENT SCHEDULE

## Residential Property



**A** **DATE PROPERTY AVAILABLE FOR OCCUPANCY**

Date available: 07/07/2011

**B** **RENT**

Rent to be paid to:

- Lessor
- Financial institution:  
Account name:  
Branch:  
BSB:  
Account number:
- Other:

Payment to be made and statement issued:

- monthly
- other (please specify): *PAY WEEKLY, STATEMENT END OF MONTH*

**C** **COMMISSIONS**  
Note: The Lessor should refer to Part 5 of the PAMD Form 20a Appointment of Agent.

Letting commission: *ONE WEEK'S RENT* plus GST  
Rent collection commission: *5% OF WEEKLY RENT* plus GST

**D** **FEES**

Management fee: *4.4% OF WEEKLY RENT* GST inclusive  
Lease negotiation/Renewal fee: *1/2 WEEK'S RENT* GST inclusive  
Maintenance/Repair fee: GST inclusive  
Periodic inspection fee: *INCLUDED IN MANAGEMENT FEE* GST inclusive  
End of financial year statement fee: *\$22.50* GST inclusive  
Mediation/Tribunal hearing fee (including preparation): *\$50 + COURT AND PARKING COSTS* GST inclusive  
Other fees: GST inclusive  
*MAINTENANCE QUOTES: ABOVE 2 OR MORE \$50 PER ADDITIONAL QUOTE (GST INCLUSIVE)*  
*REFURBISHMENT FEE: 1% OF APPROVED QUOTE*

**E** **EXPENSES**

Administrative expenses (e.g. postage, STD phone calls, fax transmissions and bank fees.):  
*\$5.50 PER MONTH (GST INCLUSIVE)*  
  
Other: (e.g. title search at cost)  
*TITLE SEARCH AT COST*

**F** **DISBURSEMENTS**

To be paid by the Agent for the Lessor from money received for or from the Lessor:

- Invoices for repair & maintenance charges: Yes/No
- All local and state government rates, charges and levies: Yes/No
- Body corporate levies: Yes/No
- Other:

**G SERVICES**

**Water Charges** [Lessor to complete, please choose one of the following options]

The Lessor's instructions to the Agent with respect to the passing on of any or all of the water consumption charges in respect to the Property to the Tenant are:

The Lessor advises the Agent that the Property identified in Part 3 hereof **does** comply with the "prescribed water efficiency levels" and all water consumption charges in respect of the Property are to be passed on to the Tenant.

The Lessor advises the Agent that the Property identified in Part 3 hereof **does not** comply with the "prescribed water efficiency levels" and the property is individually metered for water. The Lessor will pay the reasonable amount of water costs up to:

kilolitres, every  month/s.

The Tenant will pay for all water consumption charges above the Lessor's reasonable amount.

The Lessor advises that the property is not individually metered for water. The Lessor must pay all water costs.

Other instructions (please specify):

**Other Services**

The tenant must pay for: (write 'yes' or 'no'. If yes, and not separately metered, specify proportion)

(a) electricity  % (b) gas  % (c) telephone  %

(d) any other service that tenant must pay

**H EMERGENCY AND ROUTINE REPAIRS**

Pursuant to section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* (RTRA Act), the lessor is required, at the start of the tenancy, to ensure:

- (a) *The Property and inclusions are clean; and*
- (b) *The Property is fit for the tenant to live in; and*
- (c) *The Property and inclusions are in good repair; and*
- (d) *He or she is not in breach of legislation dealing with issues about the health or safety of persons using or entering the property.*

Whilst the tenancy continues, the lessor has an ongoing obligation to:

- (a) *Maintain the Property in a way that it remains fit for the tenant to live in; and*
- (b) *Maintain the Property and inclusions in good repair; and*
- (c) *Ensure that any legislation dealing with issues about the health or safety of persons using or entering the Property are complied with; and*
- (d) *If the Property includes a common area, this must be kept clean.*

To ensure that the Lessor complies with his/her obligations under section 185 (RTRA Act) referred to above, and with regard to the Lessor's instructions contained in Part 6.3, the Lessor authorises the Agent to arrange for routine and emergency repairs and maintenance.

**"Emergency repairs"** are defined in section 214 (RTRA Act) as meaning:

- (a) *a burst water service or a serious water service leak;*
- (b) *a blocked or broken lavatory system;*
- (c) *a serious roof leak;*
- (d) *a gas leak;*
- (e) *a dangerous electrical fault;*
- (g) *flooding or serious flood damage;*
- (g) *serious storm, fire or impact damage;*
- (h) *a failure or breakdown of the gas, electricity or water supply to the Property;*
- (i) *a failure or breakdown of an essential service or appliance on the Property for hot water, cooking or heating;*
- (j) *a fault or damage that makes the Property unsafe or insecure;*
- (k) *a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the Property;*
- (l) *a serious fault in a staircase, lift or other common area of the Property that unduly inconveniences a tenant in gaining access to, or using, the Property.*

**"Routine repairs"** are defined in section 215 (RTRA Act) as meaning "repairs that are not emergency repairs."

**H EMERGENCY AND ROUTINE REPAIRS (Continued)**

The Agent will use his/her best endeavours to engage the following contractors who have been nominated by the Lessor to effect maintenance and repairs:

**Electrical repairs:**

Name:  
Telephone (business): Mobile:

**Plumbing repairs:**

Name:  
Telephone (business): Mobile:

**Smoke alarm contractor**

Name:  
Telephone (business): Mobile:

**Other:**

Name:  
Telephone (business): Mobile:

**Other:**

Name:  
Telephone (business): Mobile:

**The Lessor acknowledges that this information will be given to the tenant. The Lessor further warrants that the nominated repairers are:**

- (i) Appropriately qualified (if applicable);
  - (ii) Licensed (if applicable);
  - (iii) Hold adequate public liability insurance; and
  - (iv) Hold adequate professional indemnity insurance (if applicable)
- with respect to the discharge of their duties and/or the provision of their services.

**I WARRANTY OR MAINTENANCE CONTRACTS**

Appliance:	With:	Expiry:
Appliance:	With:	Expiry:
Appliance:	With:	Expiry:

**J APPROVAL FOR PETS**

The Lessor permits the Tenant to keep pets at the property:  Yes  No  
Conditions (if any):

**K APPROVAL FOR SMOKERS**

The Lessor permits smokers to reside at the property:  Yes  No  
Conditions (if any):

**L POOL SAFETY**

Does the property mentioned in Part 3 have a regulated pool?

- Yes - Refer to attached Pool Safety Annexure
- No

**M SPECIAL CONDITIONS FOR TENANCY**

Note: This section should be completed by the lessor or the lessor's solicitor. Pursuant to section 24 of the Legal Profession Act 2007 (Qld), an Agent is prevented from inserting or altering special terms or conditions unless

- (1) Authorised by the lessor to do so; OR
- (2) The special terms and conditions are provided to the Agent in writing as an insertion or alteration to be included; OR
- (3) The special terms and conditions were originally drafted by a solicitor and have not been altered.

NOTE: A PAMDA licensee cannot provide legal advice in relation to this contract or any other document such as the general tenancy agreement.

**N INSURANCE**  
 Note: This section must be completed by the Lessor.

**Public Liability Insurance**  
 Insurer:  
 Policy number:  
**Note: See Clause 4.15.1. The Lessor MUST have Public Liability Insurance**

**Building Insurance**  
 Insurer:  
 Policy number:

**Contents Insurance**  
 Insurer:  
 Policy number:

**Lessor (Landlord) Protection Insurance**  
 Insurer:  
 Policy number:

**O BODY CORPORATE**

Name of Plan/Body Corporate: \_\_\_\_\_ CTS: \_\_\_\_\_  
 Secretary:  
 Address:  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 Body Corporate Manager:  
 Address:  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Note: It is a requirement under section 69 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) that a copy of the relevant by-laws be provided when the tenancy agreement is given to the tenant for signing.**

**P COMMENCEMENT OF APPOINTMENT**

If the Client and the Agent sign this form on different dates, the commencement date will be the later of these dates.  
 If you wish to choose a commencement date that is later than the date that the Client and Agent sign this Appointment of Agent, please state that date.

Commencement Date: \_\_\_\_\_

**Q LESSOR'S EMERGENCY CONTACT**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Ph (Work): \_\_\_\_\_ Ph (Home): \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Email: \_\_\_\_\_

**R SIGNING**

Client 1: ..... Date: .....

Client 2: ..... Date: .....

Agent: ..... Date: .....

# ESSENTIAL TERMS AND CONDITIONS

## 1. LESSOR APPOINTS AGENT

For the commissions and other fees payable by the Lessor, the Agent agrees to manage the Property for the Lessor in accordance with the Essential Terms and Conditions in this Agreement.

## 2. WHAT MAKES UP THIS AGREEMENT:

This Agreement comprises the following parts in order of priority:

- 2.1 Appointment of Agent
- 2.2 Property Management Schedule
- 2.3 Essential Terms and Conditions

## 3. MEANINGS OF WORDS

- 3.1 **Appointment of Agent** means the Queensland Government PAMD Form 20a Appointment of Agent - Letting and Property Management. These terms and conditions and the Schedule are annexed to the Appointment of Agent.
- 3.2 **Commission** means the commission mentioned in Part 5 of the Appointment of Agent and which is detailed in Item C of the Schedule.
- 3.3 **Condition Report** means a report which conforms either to section 65 and 66 (as the case may be) of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.
- 3.4 **General Tenancy Agreement** means the current standard RTA General Tenancy Agreement conforming to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* or such other tenancy agreement, for example the REIQ General Tenancy Agreement, applying to the letting of the Property.
- 3.5 **Lessor** includes the registered owner of the Property and also means "the Client", mentioned in the Appointment of Agent.
- 3.6 **Property** means the property described in Part 3 of the Appointment of Agent and includes "the Premises".
- 3.7 **Relevant Legislation** includes the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*, the *Body Corporate and Community Management Act 1997 (Qld)*, the *Property Law Act 1974 (Qld)*, the *Workplace Health and Safety Act 1995 (Qld)*, the *Building Act 1975 (Qld)*, the *Building Code of Australia*, the *Anti-Discrimination Act 1991 (Qld)*, the *Trade Practices Act 1974 (Cth)*, the *Fair Trading Act 1989 (Qld)*, the *Fire and Rescue Service Act 1990 (Qld)*, the *Building and Other Legislation Amendment Act 2010* and the *Property Agents and Motor Dealers Act 2000 (Qld)* as amended or replaced from time to time.
- 3.8 **RTA** means the Residential Tenancies Authority.
- 3.9 **Schedule** means the Property Management Schedule.
- 3.10 **Tenant** means a person(s) with whom the Lessor has entered into a General Tenancy Agreement for the letting of the Property.

## 4. LESSOR'S OBLIGATIONS

**The Lessor must:**

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing appointment given to any other agent to let or to manage the Property;
- 4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;
- 4.3 refer to the Agent any prospective tenant(s) that contacts the Lessor;
- 4.4 immediately inform the Agent of any changes concerning the Property;
- 4.5 meet all obligations imposed by Relevant Legislation and any General Tenancy Agreement entered into by the Lessor with a Tenant;
- 4.6 unless otherwise stated in Items F and G of the Schedule, pay all charges, levies, premiums, rates or taxes for the Property other than a service charge;  
**For example:** Body Corporate levies, council general rates, sewerage charges and environment levies and land tax;

- 4.7 pay all commissions, fees and expenses specified in Items C, D and E of the Schedule to the Agent.
  - 4.7.1 with respect to the commission payable for the letting of the Property, upon the Lessor's entry into a tenancy agreement for the Property with a Tenant procured by the Agent; and
  - 4.7.2 with respect to the commission, fees and expenses payable for the rent collection and management of the Property, when the rent, to be collected by the Agent, periodically falls due to be paid by the Tenant.
- 4.8 pay for the installation of the first telephone line to the Property;
- 4.9 pay for all repairs and maintenance;
- 4.10 promptly give instructions to the Agent when requested to do so by the Agent;
- 4.11 immediately notify the Agent of any changes to the contact details specified in Part 1 of the Appointment of Agent;
- 4.12 supply and maintain all locks necessary to ensure the Property are reasonably secure, and at the Lessor's cost, provide a key for each lock to the Tenant and Agent, and if there is more than one tenant, provide to each further Tenant a key for each lock that secures an entry to the Property or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Property are situated;
- 4.13 observe the terms of any General Tenancy Agreement made by the Agent on behalf of the Lessor;
- 4.14 have the Property treated for pests as required (no more than annually) at the Lessor's cost;
- 4.15 obtain and maintain insurance policies for:
  - 4.15.1 public liability providing cover to a minimum of \$10 million;
  - 4.15.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.15.1;
- 4.16 if the Lessor decides to sell the Property, advise the Agent in writing that the Property is for sale and identify the real estate agent/s with whom the Property is listed for sale;
- 4.17 negotiate with the Body Corporate to ensure full co-operation with and access by the Agent to the building for the purposes of managing and letting the Property;  
**For example:** ensure the Body Corporate provides the Agent with a copy of the Body Corporate by-laws and provide the agent with confirmation of body corporate (as the regulated pool owner) compliance with pool safety requirements;
- 4.18 if the Property includes an outdoor swimming pool, provide and keep the swimming pool, pool fencing, pool gate and pool lock in good repair and in compliance with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time.
- 4.19 If there is a regulated pool owned by the Client (e.g. non-shared), including a portable pool with a depth of 300mm or greater, the Client must ensure that a pool safety certificate is in effect prior to a tenancy agreement commencing.  
In accordance with Relevant Legislation the pool safety certificate is to be obtained, maintained and renewed and a compliant fence is to be erected and maintained, as required by Relevant Legislation (as defined in the REIQ Property Management Schedule at Clause 3.7).

## 5. WHAT HAPPENS IF THE LESSOR IS IN DEFAULT UNDER A TENANCY AGREEMENT

- 5.1 If a General Tenancy Agreement is terminated due to the Lessor's breach, the Lessor must pay the Agent, as liquidated damages, an amount equal to the commissions and fees set out in Items C and D of the Schedule that would have been paid had the General Tenancy Agreement been duly completed, in addition to any other amount ordinarily payable to the Agent under this Agreement.

## 6 LESSOR'S WARRANTIES

### The Lessor warrants that:

- 6.1 the Lessor is the registered proprietor of the Property or is in the process of becoming the registered proprietor of it and has authority to enter into this Agreement;
- 6.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 6.3 the Lessor has not withheld any information that might have caused the Agent not to enter this Agreement;
- 6.4 any outdoor swimming pool, pool fencing, pool gate and pool lock are in good condition and comply with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 6.5 that the Property has been fitted with a safety switch (or switches) in accordance with the requirements of the *Electrical Safety Regulation 2002 (Qld)*;
- 6.6 That the Property has been fitted with compliant smoke alarm(s) as required by the *Fire and Rescue Service Act 1990 (Qld)* and the Lessor will:
  - 6.6.1 maintain the smoke alarm(s) installed at the Property by cleaning and testing them 30 days before the start of a tenancy (including tenancy renewals); and
  - 6.6.2 replace all batteries in the smoke alarm(s) if, at the time of cleaning and testing, the batteries are flat or almost flat; and
  - 6.6.3 replace all smoke alarm(s) at the Property before they reach the end of their service life.

## 7. LESSOR'S ACKNOWLEDGEMENTS

### The Lessor acknowledges that:

- 7.1 All communications under this Agreement must be given in writing to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 or 2 of the Appointment of Agent;
- 7.2 The Lessor consents to the use of email and facsimile 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)*;
- 7.3 the Agent's contractual obligations are limited to those contained in this Agreement;
- 7.4 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 7.5 the Agent gives no warranty as to the creditworthiness, character, suitability or fitness of any Tenant;
- 7.6 the Agent is not responsible to the Lessor for any default in payment of rent or otherwise on the part of the Tenant or for any damage done by or any unsatisfactory conduct on the part of any Tenant and whether or not such Tenant was approved by the Agent;
- 7.7 the Agent gives no warranty that the Property is clean and fit to live in nor safe to live in nor in a good state of repair nor that it complies with any building or pool safety requirements;
- 7.8 the Agent assumes no liability for the state or manner of construction of the Property at the time of entry into this Agreement or subsequently;
- 7.9 the Agent is not a licensed engineer, architect, builder, pool safety certifier or any other type of professional or tradesperson and is only responsible to report to the Lessor on matters that are readily apparent on a visual inspection undertaken in accordance with Clause 8.10 or which are reported to the Agent in writing by a third party in accordance with Clause 8.11;
- 7.10 without limiting the generality of Clause 7.9, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or for the maintenance or cleaning of a floor surface in the Property;

- 7.11 the Agent gives no warranty that any animal to be kept at the Property will not cause any harm, loss or damage or that the Property is suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Lessor for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal;
- 7.12 The agent gives no warranty that any regulated pool on the premises, including a portable pool of a depth of 300mm or greater and/or as prescribed by relevant legislation, will not cause any harm, loss or damage or that the premises are suitable for a regulated pool, including a portable pool, and the agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the pool.

## 8. AGENT'S AUTHORITY

### The Lessor authorises the Agent:

- 8.1 to deduct any monies due and payable to the Agent from the Lessor pursuant to this Agreement from any monies received by the Agent for and on behalf of the Lessor;
- 8.2 to pay from any monies received by the Agent, on behalf of the Lessor, any disbursements referred to in Item F of the Schedule or other expenses, including contractors' and trades peoples' fees, incurred by the Agent on behalf of the Lessor in the management of the Property;
- 8.3 to let the Property, and if necessary from time to time to re-let the Property, for a rental that is in accordance with the instructions of the Lessor or in the absence of specific instructions, for a rental which is reasonably obtainable;
  - 8.3.1 to relet the property at market rental for a fixed term (such as a 6 or 12 month term or other fixed term) unless otherwise advised in writing by the Lessor.
- 8.4 to advertise the Property as available for rental, at the Lessor's expense, as specified in Part 7 of the Appointment of Agent;
  - 8.4.1 the Agent is not permitted to provide keys to prospective tenants to inspect the property unsupervised unless authorised to do so in writing by the Lessor.
- 8.5 to communicate to the Lessor an expression of interest whether written or oral, about the letting of the Property, at the Agent's sole discretion;
- 8.6 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective tenant(s) to meet the Tenant's obligations as specified in the General Tenancy Agreement current at the time the Lessor enters into this Agreement;
- 8.7 to negotiate and settle the terms of the General Tenancy Agreement with the Tenant in conformity with Relevant Legislation;
- 8.8 to accept and sign the General Tenancy Agreement and ancillary documents as Agent for the Lessor;
- 8.9 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Lessor from a Tenant(s) as and when these monies are due for payment and to pay bond money to the Residential Tenancies Authority in accordance with the Relevant Legislation;
- 8.10 to the extent permitted by the Relevant Legislation, to inspect the Property at least once during each 6 monthly period, unless otherwise expressly agreed and specified in the Schedule, and where the Agent considers reasonably necessary, to report as to the outcome of those inspections to the Lessor;
- 8.11 to give notice to the Lessor, in the manner specified in Clause 7.1 on receipt of a complaint or notification of any serious safety risk relating to the Property. The giving of notice pursuant to this clause is the extent of the Agent's authority;
- 8.12 to arrange for repairs and maintenance as authorised by the Lessor in writing (including the authorisation contained in Part 6.3 of the Appointment of Agent and in accordance with section 27 of the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001*). Emergency repairs are to be dealt with immediately and all other repair and maintenance requests are to be dealt with in a timely fashion;

- 8.13 to exercise the Lessor's rights to vary or terminate any General Tenancy Agreement with a Tenant(s) to the extent permitted by the Relevant Legislation;
- 8.14 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Lessor of any unremedied breach by the Tenant(s) of the terms of his/her General Tenancy Agreement with the Lessor;
- 8.15 to complete and sign on behalf of the Lessor and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;
- 8.16 to demand and receive from the Residential Tenancies Authority, a Tenant's bond money to the extent of unpaid rent or other monies payable by that tenant under his/her General Tenancy Agreement with the Lessor;
- 8.17 to obtain from the Body Corporate and to provide to the tenant(s), access to a copy of the Body Corporate by-laws upon signing the Tenancy Agreement.

**9. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS**

- 9.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Lessor, to recover monies due from a tenant, with prior written approval of the Lessor.

**10. AGENT'S OBLIGATIONS**

**The Agent must:**

- 10.1 account to the Lessor in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 10.2 notify the Lessor of the Property becoming vacant.

**11. INDEMNITY BY LESSOR**

- 11.1 The Lessor indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Lessor.
- 11.2 Without limiting the generality of Clause 11.1, the Lessor indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Lessor's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority.

**12. TERMINATION**

- 12.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 4.2 of the Appointment of Agent. If Part 4.2 is not completed, Part 4.2 is deemed to provide that this Agreement ends on the date when one of the following happens:
  - 12.1.1 either the Lessor or the Agent exercise the option to revoke the Appointment of Agent under Section 133(4)(b) of the *Property Agents and Motor Dealers Act 2000 (Qld)*, in which case the party exercising the option must give the other party 90 days notice unless the Lessor and the Agent agree on some lesser period (but not less than 30 days); or
  - 12.1.2 the Lessor signs a transfer of, or contract to sell, the Property in which case the Lessor must give the Agent 90 days notice unless the Lessor and the Agent agree on some lesser period (but not less than 30 days);
  - 12.1.3 the Lessor must give the notice referred to in Clause 12.1.2 above on the day that the Lessor signs the transfer of, or contract to sell, the Property.
- 12.2 The Lessor must pay to the Agent, all commissions and fees to which the Agent is entitled during the notice period specified in Parts 5 and 6 of the Appointment of Agent.
- 12.3 Any termination does not effect either party's pre-existing rights and obligations.

**13. LESSOR AND AGENT'S ACKNOWLEDGEMENT**

**The Lessor and the Agent acknowledge that they:**

- 13.1 have received a copy of the PAMD Form 20a Appointment of Agent - Letting and Property Management, the Property Management Schedule and these Essential Terms and Conditions;
- 13.2 have read and fully understood the PAMD Form 20a Appointment of Agent - Letting and Property Management, the Property Management Schedule and these Essential Terms and Conditions, including the warranties and indemnities contained therein and agree to be fully bound by them.



The Real Estate Institute of Queensland

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# Pool Safety Annexure to PAMD Form 20a Appointment of Agent

Approval for a pool, including a portable pool

Client name/s: ADAM JOZEF POSTULA

Property Address: 20 BALMAIN TCE, RED HILL 4059

**1. Where there is a proposed lease of a property with a regulated pool that is a shared pool;**

Where there is an existing pool at the premises, has the Client obtained from the pool owner and supplied to the agent a valid pool safety certificate for the pool or provided a notice in the approved form that a pool safety certificate will not be provided prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in the terms and conditions of the REIQ Property Management Schedule at Clause 3.7)?

Yes  No

Conditions (if any):

**2. Where there is a proposed lease of a property with a regulated pool that is not a shared pool;**

Where there is an existing pool at the premises, has the client obtained and supplied to the agent a valid pool safety certificate for the pool prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in the terms and conditions of the REIQ Property Management Schedule at Clause 3.7)?

Yes  No

Conditions (if any):

**3. Where there is a proposed lease of a property with no existing regulated pool and a proposal by a/the tenant to erect a portable pool with a depth of 300mm or greater;**

The Client permits the Tenant to have a portable pool at the property with a depth of 300mm or greater in accordance with the Relevant Legislation (as defined in the terms and conditions of the REIQ Property Management Schedule at Clause 3.7).

Yes  No

Conditions (if any):

**Signatures**

Client 1: ..... Date: .....

Client 2: ..... Date: .....

Agent: ..... Date: .....