



## 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

Are you registered for GST? ☐ Yes ☐ No

Address .....

Suburb ..... State    Postcode

Phone ..... Fax ..... Mobile .....

Email address .....

#### Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address .....

Suburb ..... State    Postcode

Phone ..... Fax ..... Mobile .....

Email address .....

### Part 2—Licensee details

#### Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

#### 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.

☐ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name .....

Licensee name (corporation, if applicable)

ABN

ACN

Licence number ..... Expiry .....

Address .....

Suburb ..... State    Postcode

Phone ..... Fax ..... Mobile .....

Email 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.

Description **Refer Item C (Property Selection Criteria) of the attached Item Schedule** .....

Address .....

Suburb ..... State  Postcode

Lot ..... Plan.....

Title reference .....

### Part 4—Appointment of property agent

#### Section 1

##### Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

- ☐ Sale ☐ Purchase ☐ Letting / collection of rent / management
- ☐ Leasing (Commercial agents)
- ☐ Auction Auction date  /  /  (must be completed)
- ☐ Other (please specify) .....

#### 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.

- ☐ Single appointment for a particular service or services
- Start  /  /  End  /  /
- ☐ Continuing appointment for a service or a number of services over a period
- Start  /  /

#### 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.

- ☐ Reserve ☐ List ☐ Letting
- \$.....
- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
  - For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* 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

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

## 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 D M M Y 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.

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:

**Refer Item A (Commission) of the attached Item Schedule**

### 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:

**Refer Item Schedule Item A and Terms of Appointment Clause 5**

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 *authorised amount* must be written here.

Authorised amount \$ .....

When payable .....

### Section 2 Repairs and maintenance (if applicable) Property management

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

### Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

#### Description

#### Amount

#### When payable

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

### Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

#### Service

#### Source

#### Estimated amount

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

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](http://www.qld.gov.au/fairtrading) 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"/>
<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"/>
<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"/>
<b>Schedules and attachments</b> List any attachments.	<b>Refer attached 'Item Schedule' and 'Terms of Appointment'</b>

## 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 .....
	..... (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"/>
	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"/>
	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"/>

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.**

## Item Schedule - Buyer's Agent

(being a schedule to and forming part of the approved Property Occupations Form 6)

### Item

#### A. COMMISSION (Payable in accordance with Property Occupations Form 6 Part 7)

Clause 5

The Agent's Commission on purchase of a property will be calculated using one of the Commission Methods set out in Item A(2):

1. Estimated Purchase Price: \$ ..... Including GST (if applicable)
2. Commission Method: (tick only one)
  - ☐ ..... % (incl. GST) of the Purchase Price
  - ☐ ..... % (incl. GST) of the first \$ ..... of the Purchase Price plus ..... % (incl. GST) of the balance
  - ☐ Fixed Amount of \$ ..... (incl. GST)
  - ☐ Other: .....
3. Commission Amount: \$ ..... plus GST of \$ ..... **Total Payable:** \$ ..... (incl. GST)

**Note:** Where the Commission Method is expressed as a percentage (Item A(2)) the Commission Amount (Item A(3)) is an estimated amount calculated on the Estimated Purchase Price (Item A(1)) and the actual commission for this service will be worked out only on the actual purchase price.

#### B. ADDITIONAL FEES FOR SERVICES

Clauses 1(11) and 6

Note: Fees below are in addition to any stated in Part 8.3 of Property Occupations Form 6.

1.	Fee Type	Fee* (GST Inclusive) (Specify \$ or %)	When Payable
(a)	.....	.....	.....
(b)	.....	.....	.....
(c)	.....	.....	.....
(d)	.....	.....	.....

\*A fee may be expressed as either: (a) Fee + GST Amount = GST inclusive Fee OR (b) single GST inclusive figure.

2. Where a Retainer Fee is specified in either Part 8.3 of Property Occupations Form 6 or Item B(1) above and Commission is payable, the Retainer Fee will be offset against the Commission: ☐ Yes ☐ No

#### C. PROPERTY SELECTION CRITERIA

1. Type of Property: .....
2. Location/s: .....
3. Property Description (e.g. size, improvements):  
.....  
.....  
.....

4. Additional Instructions (e.g. vacant possession):  
.....  
.....  
.....

#### D. AUTHORISED PRICE

Client's authorised Maximum Price or Price Range for a property similar to the property described in Item C is:

Maximum Price: ..... OR Approx. Price Range: ..... to .....  
(including GST if applicable)



#### E. CLIENT'S SOLICITOR

Name: .....  
Address: .....  
ABN: ..... Phone: ..... Mobile: .....  
Email: .....

#### F. PRIOR APPOINTMENT *Property Occupations Regulation 2014 (QLD) - section 21* (The Client MUST read and complete this Item before signing this Appointment)

1. ☐ The Client confirms being satisfied the Agent has taken reasonable steps to ascertain whether the Client has already appointed another agent to provide the services as outlined in this Appointment.
2. **The Client warrants:** *(Tick one box only)*
- a) ☐ **No other Appointment** of Property Agent is current for the services outlined in this Appointment.  
OR
- b) ☐ **Another Appointment** of Property Agent is current for the services outlined in this Appointment.
3. **Section 21(4) Statement to Client:** If you have already appointed another property agent (*existing agent*) to provide the services as outlined in this Appointment, by signing this Appointment you may have to pay the following:
- a) a commission under each appointment; and
- b) damages for breach of contract under the existing agent's appointment.

#### G. AGENCY TYPE *(Where Item G is not completed the Agency Type will be an Exclusive Agency)*

*Clause 3*

☐ Open Agency ☐ Sole Agency ☐ Exclusive Agency

You may appoint the Agent to purchase a property on the basis of an open, sole or exclusive agency.

At the end of the term of a single appointment (Part 4.2 of Property Occupations Form 6) for an exclusive or sole agency the parties **agree / do not agree** that the Appointment will become a continuing appointment as an open agency.

#### H. AUCTIONS

*Clause 7*

The Client **does / does not** authorise the Agent to bid at auction on behalf of the Client for suitable properties agreed upon between the parties.

#### I. CAPITAL GAINS WITHHOLDING PAYMENT

**Note:** For properties with a market value of, at or more than, \$750,000 a buyer must withhold 12.5% of the purchase price and pay such monies to the Australian Taxation Office (ATO) on or before settlement, unless the seller has obtained a Clearance Certificate from the ATO (*Taxation Administration Act 1953 (Cth) - Subdivision 14-D*).

#### J. GST WITHHOLDING

All sales of 'residential property' require the seller to complete and the buyer to be provided with a notice in accordance with section 14-255 of the *Taxation Administration Act 1953 (Cth)*.

*Note: Professional advice should be sought for sales of non-residential property.*

#### K. SIGNATURES

**WARNING:** By signing this Appointment the parties confirm that no legal advice as to the conditions contained herein was provided by the Agent. The parties have been advised to seek legal advice with respect to this Appointment.

##### Client A

Name: .....

Signature: .....

Date:        /        / .....

##### Agent

Name: .....

Signature: .....

Date:        /        / .....

##### Client B

Name: .....

Signature: .....

Date:        /        / .....



## Terms of Appointment - Buyer's Agent

(being a schedule to and forming part of the approved Property Occupations Form 6)

### 1. Definitions

In this Schedule the following terms mean:

- (1) **Act:** means *Property Occupations Act 2014* and Regulations thereto.
- (2) **Appointment:** this Appointment, consisting of:
  - (a) Property Occupations Form 6 Appointment of a Property Agent; and
  - (b) the Item Schedule - Buyer's Agent; and
  - (c) the Terms of Appointment; and
  - (d) any additional annexures, schedules or documents that may be attached.
- (3) **Conduct Standards:** the Conduct Standards for Licensees and Real Estate Salespersons set out in the Act and Regulations.
- (4) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (5) **Electronic Document:** means any electronic communication (including Notices) as defined in the *Electronic Transactions (Queensland) Act 2001* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (6) **GST:** has the meaning used in the *A New Tax System (Goods and Services Tax) Act 1999* and "GST" includes any applicable rulings issued by the Commissioner of Taxation.
- (7) **Introduced:** means where a property has been presented, shown or offered by any medium, to the Client.
- (8) **Item:** means an Item in the attached Item Schedule forming part of this Appointment.
- (9) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (10) **Related Document:** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (11) **Retainer Fee:** a non-refundable fee paid to the Agent, where provided for in either Part 8.3 of the attached Property Occupations Form 6 or Item B for the provision of services under this Appointment.

### 2. Appointment of Agent

- 2.1 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 locate and present potential properties for the Client based on the criteria outlined in this Appointment. Authority vested in the Agent by this Appointment shall be deemed to be vested in the Agent's authorised employees.
- 2.2 The start date of this Appointment will be that set out in Part 4.2 of the attached Property Occupations Form 6 or if no date is inserted the later of the dates either the Client or the Agent signed this Appointment.
- 2.3 Where details as to the term of appointment are not completed in Part 4.2 of the attached Property Occupations Form 6 this Appointment is a continuing appointment.

### 3. Agency Type

Part 6 of the attached Property Occupations Form 6 relates to property sales only. The Agency Type (open, sole or exclusive) is as specified in Item G.

### 3.1 Exclusive Agency

If this Appointment is an Exclusive Agency (Item G):

- (1) the Client will for the duration of this Appointment refer any prospective properties of which the Client becomes aware to the Agent;
- (2) if during the term of this Appointment the Client undertakes to perform any of the services to be performed by the Agent as set out in this Appointment, the Client will still be responsible for Commission and/or Fees to the Agent for those services; and
- (3) if during the term of this Appointment 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 for those services.

### 3.2 Sole Agency

If this Appointment is a Sole Agency (Item G) and during the term of this Appointment 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 for those services.

### 3.3 Open Agency

If this Appointment is (or becomes) an Open Agency (Item G), then during the term of the Open Agency the Client will be responsible for Commission and/or Fees to the Agent as outlined in this Appointment, and for all services provided by the Agent in respect of this Appointment.

### 4. Reappointment

- 4.1 Where the Appointment is not a continuing appointment (refer Part 4.2 of the attached Property Occupations Form 6), then subject to Clause 4.2 the Client may reappoint the Agent, in the approved form, for a further period under the same terms and conditions by completing Part 10 (Reappointment) of their copy of this Appointment and providing it to the Agent.
- 4.2 The Client must provide the Reappointment to the Agent not more than 14 days prior to the expiry of this Appointment.
- 4.3 Where the Client has reappointed the Agent in the approved form, the Parties agree that the Agent has the right to end or revoke the Reappointment by giving written notice to the Client within 7 days after receiving the Reappointment.
- 4.4 Where the Agent ends or revokes the Reappointment the Appointment will end:
  - (1) where this Appointment has not ended, in accordance with the terms and conditions of the Appointment; and
  - (2) where this Appointment has ended and the Reappointment commenced, on service of the written notice required in accordance with Clause 4.3.
- 4.5 Where the Agent does not serve a notice in accordance with Clause 4.3 this will be confirmation of the Agent's acceptance of Reappointment.

### 5. Commission

- 5.1 The Client acknowledges the Agent is entitled to commission if a binding contract for the purchase of a property is entered into:
  - (1) during any exclusive period of this Appointment;
  - (2) during any sole period of this Appointment except where the Client has, exclusive of the Agent, entered into the contract privately and the Agent is not the effective cause of the purchase;
  - (3) during any open period of this Appointment where:
    - (a) the Agent Introduced the property to the Client and is the effective cause of the purchase; or
    - (b) where the Client was Introduced to the property during any exclusive period of this Appointment and the Agent is the effective cause of the purchase; or

- (4) within 1 month of the expiry of this Appointment the Client purchases a property and:
- the Client was Introduced to the property during any exclusive or sole period of this Appointment where the Agent has been the effective cause of the purchase; or
  - the Client was Introduced to the property by the Agent and the Agent has been the effective cause of the purchase.
- 5.2 Where the Agent is entitled to a commission in accordance with Clause 5.1 the Client agrees Commission will be due and payable:
- on settlement of the binding contract; or
  - as detailed in Part 7 (When Commission is Payable), of the attached Property Occupations Form 6; or
  - forthwith where the binding contract is not completed due to:
    - any act or omission of the Client; or
    - the Client, as buyer, releasing the seller (by mutual agreement or otherwise) from the seller's contractual obligations.
- 5.3 Where the Agent is entitled to a commission in accordance with Clause 5.1 and completion does not take place due to the seller's default, no commission will be payable.
- 6. Fees, Charges and Expenses**
- The Client will pay all Fees, Charges, Expenses and other outlays owing to or incurred by the Agent in association with this Appointment, as detailed and referred to in Part 8 of the attached Property Occupations Form 6 or Item B. Where 'when payable' is not completed payment will be within 7 days of receipt by the Client of an invoice.
- 7. Auctions**
- This Clause 7 applies where the Agent is authorised to bid on the Client's behalf at an auction of a property as indicated in Item H or otherwise in writing by the Client.
- 7.1 Where the Agent is authorised to bid at auction for a property, the Client must provide proof of identification to complete the bidder's record in accordance with the requirements of the Act.
- 7.2 If the bidding at an auction exceeds the maximum or agreed price fixed by the Client, the Agent must not continue bidding without the express authorisation of the Client or Client's representative.
- 7.3 Should the Agent become the successful bidder at the auction, the Client must forthwith provide a cheque payable to the seller's agent for the amount of the deposit.
- 7.4 Where the property is passed in, the Agent is authorised to negotiate in terms of this Appointment with the sellers to purchase the property.
- 7.5 The Agent is directed by the Client to notify the auctioneer that the Agent is bidding on behalf of the Client.
- 8. Agent's Responsibilities and Authority**
- 8.1 In compliance with the Client's instructions and in accordance with the attached Property Occupations Form 6, the appointed Agent must keep the Client informed of any issues or other information relevant to the locating and presenting of potential properties.
- 8.2 Should the Agent act in conjunction with other agents to effect a purchase, only one Commission Fee will be payable.
- 8.3 In negotiations for the purchase of a property, the Agent must not exceed the maximum or agreed price fixed by the Client without the express authorisation of the Client or the Client's representative.
- 8.4 The Agent must keep the Client informed of each stage of the negotiation of a purchase price, as instructed by the Client. This clause 8.4 does not apply to bids made in the course of an auction.
- 8.5 The Agent must act in accordance with the Client's instructions unless such instructions are contrary to the Conduct Standards prescribed in the Regulations to the Act.
- 8.6 The Agent will use its best efforts to obtain the best possible purchase price, without breaching standards of ethical conduct or engaging in conduct that is contrary to good agency practice.
- 9. Indemnity**
- The Agent having complied with its obligations under this Appointment and not having been negligent, the Client indemnifies the Agent, its officers and employees, from and against all liabilities, actions, claims, demands, losses, costs (on an indemnity basis), damages and expenses arising out of or in respect of this Appointment from:
- the Client's failure to comply with this Appointment; or
  - the Client's failure to give the Agent appropriate authority or instruction; or
  - the Agent acting on behalf of the Client under this Appointment; or
  - the Client's failure to disclose required information relevant to this Appointment.
- 10. Termination**
- 10.1 Either party may terminate this Appointment by giving notice in accordance with Part 5 of the attached Property Occupations Form 6 for the time specified therein.
- 10.2 Any Termination shall be without prejudice to either party's rights under this Appointment.
- 10.3 Upon Termination of this Appointment the Client must pay, within the time period specified in Part 5 of the attached Property Occupations Form 6, to the Agent all Fees and Commission then due and owing to the Agent.
- 11. Execution and Confirmations**
- 11.1 By signing this Appointment, the parties acknowledge:
- having received a copy for perusal prior to signing;
  - being provided with the opportunity to obtain independent legal advice; and
  - agree they are bound by the terms of this Appointment.
- 11.2 The Agent must provide the Client with a signed copy of this Appointment, after signing by all parties, in accordance with the Act.
- 12. Special Conditions**
- 12.1 Any Special Conditions to this Appointment shall form part of this Appointment. Should there be inconsistency between these Terms of Appointment and a Special Condition, the Special Condition will apply. All Special Conditions must be in compliance with all relevant legislation.
- 12.2 Special Conditions to this Appointment where inserted at the direction of the Client were prepared by the Client or an Australian Legal Practitioner instructed by the Client and not by the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.
- 13. Privacy**
- 13.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- 13.2 The Privacy Policy outlines how the Agent collects and uses Personal Information provided by you as the Client, or obtained by other means, to provide the services required by you or on your behalf.
- 13.3 You as Client agree the Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- potential sellers, to the extent required to prepare a contract for the purchase of the property; and/or
  - Body Corporates and financial institutions; and/or
  - other third parties as may be required by the Agent for the purposes of marketing, promotion and administration relating to the use of the Agent's products and services, but must do so in compliance with legislative and regulatory requirements.

- 13.4 Documents or copies of documents provided to establish the identity of the Client or persons entitled to deal on behalf of the Client, will be retained by the Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- 13.5 Without provision of certain information the Agent may not be able to act effectively or at all on the Client's behalf.
- 13.6 The Client has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 13.7 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

**14. Data Collection**

Upon signing this Appointment the parties agree the Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Appointment and any subsequent sales contract.

**15. Related Documents / Notices / Electronic Communication**

- 15.1 The parties agree and confirm any documents or communications in relation to this Appointment may be forwarded electronically and where this Appointment has been forwarded electronically (either for signing or otherwise) the party receiving the Appointment confirms having consented to the delivery of the Appointment (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- 15.2 A Related Document to be served on any party under this Appointment shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
  - (2) by leaving it for the party at that party's address as stated in this Appointment; or
  - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Appointment; or
  - (4) by electronic communication to the party at the appropriate electronic address as stated in this Appointment; or
  - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 15.2(1) to (4) above.
- 15.3 A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- 15.4 A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the *Electronic Transactions (Queensland) Act 2001*.
- 15.5 Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- 15.6 Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- 15.7 The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- 15.8 The parties agree and consent to execution, by any party, of documents electronically using a method provided by an electronic signing service provider.

**16. Using this Form**

Where information is required to be entered on the approved form, information contained in any attached annexures or schedules referred to in the approved form, including the Item Schedule and the Terms of Appointment, shall apply to the approved Property Occupations Form 6.