

## Property occupations

## Form 6

Queensland  
GovernmentAppointment and reappointment of a real estate  
agent, resident letting agent or auctioneerResidential sales and purchase, leasing and property management  
Property Occupations Act 2014

This form is effective from 1 May 2024

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 property that is to be sold or may be a prospective buyer seeking to purchase a property.

Client name David Robert Wixey

ABN ..... ACN .....

Are you registered for GST?  Yes  No

Address .....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile 0426 626 959

Email address dave.wixey@gmail.com

## 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.

 Real estate agent  Resident letting agent  Property auctioneer

Trading name NGU Real Estate Brisbane

Licensee name (corporation, if applicable)

NGU Real Estate East Brisbane Pty Ltd / Jason Yang Property Pty Ltd

ABN 41 614 138 779 / 62 659 689 273

ACN 614 138 779 / 659 689 273

Licence number 4043841 / 4621079

Expiry 25 / 08 / 2024  
DD MM YYYY

Address 37A Archer Street

Suburb Toowong State QLD Postcode 4066

Phone 07 3103 0723 Fax ..... Mobile 0403 217 009

Email address jason.yang@ngurealestate.com.au

## 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.



### Part 3—Details of property that is to be sold, let, purchased or managed

Please provide details of the property or land as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description Residential Dwelling

Address 269 Waterworks Road

Suburb Ashgrove State QLD Postcode 4060

Lot Lot 23 Plan RP 18732

Title reference 12727069

### 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

Auction Auction date TBC / / (must be completed)  
DD MM YYYY

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 19 / 06 / 2024  
DD MM YYYY

End 16 / 09 / 2024  
DD MM YYYY

Continuing appointment for a service or a number of services over a period

Start / /  
DD MM YYYY

#### Section 3

##### Price

State the price for which the property is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

Reserve

List

Letting

\$ AUCTION .....

- 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

\$ ~~1,000,000~~ 1,075,000 to establish a search criteria.

#### Section 4

##### Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.



## Part 5—Termination of appointment

### Residential sales of 1 or 2 properties only

**Open listing:** You may terminate in writing at any time.

**Sole or exclusive:** The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.

### Open listing

You may terminate an open listing for residential property sales at any time.

### Other fixed term appointments

(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.

### Continuing appointments

(for example: letting, collection of rents etc)

You may terminate in writing with 30 days notice, or less if both parties agree.

## Part 6—Property sales: open listing, sole agency or exclusive agency

### To the client

You may appoint an agent to sell a property 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, 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.)

The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under section 103 of the *Property Occupations Act 2014* (QLD):

(1) The agent has discussed with the client:

- a) whether the appointment of agent is to be for a sole agency or exclusive agency; and
- b) the proposed term of the appointment; and
- c) the consequences for the client if the property is sold by someone other than the agent during the term of the appointment.



### 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 *JR Wang*

Date 19 / 06 / 2024  
DD MM YYYY

Client .....

Date / /  
DD MM YYYY

DocuSigned by:  
Agent *Jason Yang*

352D9EDC16D84BD...  
Date 23-06-2024  
DD MM YYYY

### Part 7—Commission

#### To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

#### To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *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:  
3% - 3.3% (INCLUDING GST) of the contract price to be decided by the vendor at unconditional contract.

#### When commission is payable

For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

Other PLEASE REFER TO CLAUSE 5 OF THE ATTACHED ESSENTIAL TERMS AND CONDITIONS

(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

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.

<p><b>Section 1</b> <b>Advertising/marketing</b></p> <p><b>To the client</b></p> <p>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.</p>	<p>Pre Market/Off Market:</p> <p>Title Search - \$26.00  <del>Social Media Marketing - \$500.00</del>                  Pre launching portal - \$99.00</p> <p>Total - <del>\$625.00</del> <b>\$125.</b></p> <p>On the Market:                  Refer to Annexure A - Marketing Costs  <i>Social Media Marketing = \$500.</i></p> <p style="text-align: right;"><b>\$125</b></p> <p>Authorised amount \$ Pre Market/Off Market - <del>\$625.00</del>, On the Market - \$6542.55. Total - \$7167.55.....</p> <p>When payable     /     /                       DD   MM   YYYY</p>															
<p><b>Section 2</b> <b>Repairs and maintenance</b> (if applicable)</p>	<p><b>Residential Sales</b></p> <p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$NIL.....</p> <p><b>Property Management</b></p> <p>Routine Repairs</p> <p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$NIL.....</p> <p><b>Emergency Repairs (S214 of the Residential Tenancies and Rooming Accommodation Act 2008)</b></p> <p>For residential rental properties, the value for Emergency Repairs is 4 weeks rent per property (s219A of the Residential Tenancies and Rooming Accommodation Act 2008).</p>															
<p><b>Section 3</b> <b>Other</b></p> <p>Description of fees and charges.</p> <p>The agent may either complete this section or attach annexures.</p>	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%; text-align: left;">Description</th> <th style="width:20%; text-align: left;">Amount</th> <th style="width:30%; text-align: left;">When payable</th> </tr> </thead> <tbody> <tr> <td>NIL.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Description	Amount	When payable	NIL.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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<p><b>Section 4</b> <b>Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service</b></p>	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%; text-align: left;">Service</th> <th style="width:20%; text-align: left;">Source</th> <th style="width:40%; text-align: left;">Estimated amount</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Service	Source	Estimated amount	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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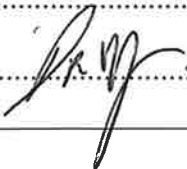
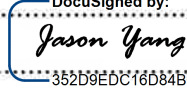
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## Part 9—Signatures

### 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. 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 David Robert Wixey Signature  19 / 06 / 2024 D D / M M / Y Y Y Y
<b>Client 2</b>	Full name Signature ..... D D / M M / Y Y Y Y
<b>Agent</b> A registered real estate salesperson working for an agency or an authorised representative of a corporate entity, in accordance with the <i>Corporations Act 2001</i> (Cth) can sign this form on behalf of the licensed agent.	Full name Jason Yang DocuSigned by:  Signature ..... 23-06-2024 / D D / M M / Y Y Y Y
<b>Schedules and attachments</b> List any attachments.	REIQ residential sales schedule and essential terms and conditions.

## 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 D D / M M / Y Y Y Y Client's name ..... Signature ..... D D / M M / Y Y Y Y Client's name ..... Signature ..... D D / M M / Y Y Y Y
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This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

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REIQ Accredited Agency

## Appointment of Real Estate Agent

### Residential Sales

#### SCHEDULE

##### A PRIOR APPOINTMENT

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

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

(select one)

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

**OR**

- The Client is not able to warrant that another property agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent and the Client acknowledges that a statement in accordance with section 21 (4) of the *Property Occupations Regulation 2014* (Qld) (**Prior Appointment Statement**) has been provided by the Agent.

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

##### B MARKET PRICE

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

- No – the Client acknowledges they will not receive any advice from the Agent in relation to the market value of the Property, unless the Client later provides written instructions to the Agent to provide advice in relation to the market value of the Property.
- Yes (select one)
- The Client acknowledges receipt of a comparative market analysis attached to this Appointment of Property Agent
- The Client acknowledges receipt of a comparative market analysis provided by the Agent digitally on: \_\_\_\_\_
- The Client acknowledges receipt of the written explanation showing how the Agent decided the market value of the Property.

##### DISCLOSURE OF PRICE GUIDE

**Note: Pursuant to sections 214 and 216 of the Property Occupations Act 2014 (Qld), where the Property is to be marketed without a price and/or the Property is residential property to be sold by auction, the Agent must not disclose a price guide for the Property or what the Agent considers is a price likely to result in a successful or acceptable bid for the Property.**

However, the Agent may give a person a comparative market analysis, or the written explanation showing how the Agent decided the market value of the Property, if the Client provides written consent.

The Client:

- Authorises
- Does not authorise

the Agent to give a person the comparative market analysis or the written explanation showing how the Agent decided the market value of the Property.

##### C PUBLIC LIABILITY

CLIENT'S INSURER:

AMOUNT OF COVER:

POLICY NUMBER:

EXPIRY DATE:

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

000033914234

PREP

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**D AUCTION**

The Client instructs and authorises the Agent to sell the Property by public auction.

(Select applicable box)

No - Clause 11 of this Agreement will not apply.

Yes - Clause 11 of this Agreement will apply and the following details must be completed.

(1) Date of Auction: TBC

(2) Place of Auction: ONSITE

(3) Time of Auction: TBC

(4) Fee for Auctioneer: \$ 700 cash paid directly to the auctioneer or \$880 for bank transfer

(5) Terms of Sale:  Cash, with settlement 30 days from the date of the Contract ← Select applicable box

Other (please specify): To be confirmed based on the executed contract

**E PRIVACY**

The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at: ngurealestate.com.au

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

**F REQUIREMENTS FOR SOLE OR EXCLUSIVE AGENCY**

The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under section 103 of the *Property Occupations Act 2014 (Qld)*:

(1) The Agent has, in accordance with the requirements of the *Property Occupations Act 2014*, discussed with the Client:

- (a) whether the Appointment of Agent is to be for a sole agency or an exclusive agency; and
- (b) the proposed term of the appointment; and
- (c) for an appointment for the sale of residential property other than a commercial scale appointment, the Client's entitlement to negotiate a term of the appointment up to a maximum of 90 days; and
- (d) the consequences for the Client if the Property is sold by someone other than the Agent during the term of the appointment.

**(Note: The Client should refer to Clause 5 of the Essential Terms and Conditions)**

The Client acknowledges that the above matters have been discussed before signing the Appointment of Property Agent.

**G VERIFICATION OF IDENTITY / AUTHORITY TO DEAL**

**Note: Under section 19 of the *Property Occupations Regulation 2014*, the Agent must, before listing a property for sale, take reasonable steps to find out or verify ownership of the property they are selling.**

Identification:

Has the Agent sighted original photo identification of the Client/s (for example, drivers licence, passport, proof of age card)?

Yes  No

Authority:

Has the Client/s provided the Agent with proof of ownership or authority to deal with the Property?

Yes  No

**If the Client is:**

- a company or trust
- acting pursuant to a power of attorney
- a personal representative of a deceased estate

**the Agent should request verification that the person is an authorised representative and is authorised to deal with the Property on behalf of the registered owner.**

**H FACTS MATERIAL TO THE SALE OF THE PROPERTY**

The Client/s acknowledge that any material matters that must be disclosed under section 20 of the *Property Occupations Regulation 2014* has/have been disclosed in the Property Details and Disclosure Annexure to this Appointment of Property Agent.

Yes  No

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

000033914234





**I PROPERTY INFORMATION**

**POOL COMPLIANCE & QBCC NOTIFICATION**

Is there a non-shared pool on the land?  yes  no

If yes:

Is there a Pool Compliance Certificate?

yes - a copy must be provided to the buyer/s prior to settlement

no - a Form 36 Notice of No Pool Safety Certificate must be provided to the prospective buyer **before they enter the contract**

**Does the Client authorise the Agent to prepare the Form 36 and provide a copy of the signed Form 36 to QBCC prior to settlement?:**

yes - clause 8.5 applies  no - clause 8.5 does not apply

**PROPERTY DETAILS AND DISCLOSURE**

Annexed to this Appointment of Property Agent

**MARKETING INFORMATION**

Annexed to this Appointment of Property Agent

**COMMENTS**

[Empty comment box]

**SIGNATURE OF PARTIES**

Client 1: 

Date: 19/06/2024

Client 2: \_\_\_\_\_


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

Client 3: \_\_\_\_\_

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

Client 4: \_\_\_\_\_

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

Agent:   
352D9EDC16D84BD...

Date: 23-06-2024





## ESSENTIAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 **"Act"** means the *Property Occupations Act 2014* (Qld).
- 1.2 **"Agent"** means the party described in Part 2 of the **Appointment of Property Agent**.
- 1.3 **"Appointment of Property Agent"** means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These Essential Terms and Conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.4 **"Client"** means the party described in Part 1 of the Appointment of Property Agent.
- 1.5 **"Commission"** means the commission stated in Part 7 of the Appointment of Property Agent.
- 1.6 **"Conjunction Sale"** means a sale conducted in conjunction with other property agents.
- 1.7 **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign.
- 1.8 **"Property"** means the property described in Part 3 of the Appointment of Property Agent.
- 1.9 **"Property Information"** means the particulars of the Property listed in Item 1 of the Schedule and any annexures to the Schedule, including but not limited to, the Property Details and Disclosure and Marketing Information annexures.
- 1.10 **"REIQ"** means The Real Estate Institute of Queensland.
- 1.11 **"Schedule"** means the Residential Sales Schedule annexed to the Appointment of Property Agent forming part of this Agreement.
- 1.12 **"Term"** means the term specified in Part 4, Section 2 of the Appointment of Property Agent.

### 2. WHAT MAKES UP THIS AGREEMENT

This Agreement comprises the following parts:

- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

### 3. CLIENT APPOINTS AGENT

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

### 4. PRICE

- 4.1 The Client instructs the Agent that the Price at which the Agent must offer to sell the Property will be:
  - 4.1.1 the price stated in Part 4, Section 3 of the Appointment of Property Agent; or
  - 4.1.2 any variation to the price stated in Part 4, Section 3 of the Appointment of Property Agent as instructed by the Client in writing during the Term.

### 5. ENTITLEMENT TO COMMISSION

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

5.1.4 the Contract of Sale is terminated by mutual agreement of the Client and the Buyer.

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

### 6. AUTHORITY TO PAY COMMISSION

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

### 7. COMMUNICATION OF EXPRESSIONS OF INTEREST

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

### 8. DISCLOSURE OF RELEVANT FACTS

- 8.1 The Client warrants that:
  - 8.1.1 the Property is the Client's own property;
  - 8.1.2 the Agent is entitled to sell the Property on behalf of the Client;
  - 8.1.3 the particulars about the Property contained in the Property Information are correct; and
  - 8.1.4 the Property is safe and free from any defects for the purposes of a property inspection.
- 8.2 The Client authorises the Agent at the Client's cost to:
  - 8.2.1 take reasonable steps to verify:
    - (a) the ownership of the Property; and
    - (b) the description of the Property;
  - 8.2.2 take such other reasonable steps to find out or verify the facts material to the sale, exchange or lease that a prudent property agent would find out or verify in order to avoid error, omission, exaggeration or misrepresentation. These steps may be taken before listing the Property and afterwards as the occasion arises;
- 8.3 The Client will produce to the Agent, at the Agent's request, such information as required by the Agent to satisfy the Agent of the matters referred to in this Clause 8.
- 8.4 This Clause 8 does not oblige the Agent to undertake searches with public authorities.
- 8.5 If a Form 36 Notice of No Pool Safety Certificate is required to be provided to a prospective buyer and QBCC under the *Building Act 1975*, the Client authorises the Agent to do so at the relevant notification time/s.



**9. NOTIFICATION OF SALE TO TENANT**

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

**10. ELECTRONIC SIGNING, COMMUNICATION AND NOTICES**

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

**11. AUCTION**

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

**12. AGENT'S ENTITLEMENT TO TERMINATION PENALTY**

- 12.1 In this Clause 12:
- 12.1.1 **Relevant Contract** means a relevant contract as defined in the Act; and

12.1.2 **Termination Penalty** means the amount of 0.25% of the Purchase Price under the Contract of Sale as defined in the Act.

12.2 If:

- 12.2.1 the Contract of Sale is a Relevant Contract; and
- 12.2.2 the Buyer validly terminates the contract at any time before the cooling-off period ends in accordance with the Act; and
- 12.2.3 the Client is entitled to retain from the deposit the Termination Penalty,
- the Client agrees that the Termination Penalty will be divided equally between the Client and the Agent.

12.3 The Client:

- 12.3.1 authorises the Agent; and
- 12.3.2 authorises and directs the deposit holder or any other person to whom any deposit is paid under a Contract of Sale,
- to pay to the Agent, the Agent's share of the Termination Penalty to which the Agent is entitled in accordance with the Clause 12.2 immediately upon production of the Agreement or a copy of the Agreement.
- 12.4 The Client agrees that the Agent's receipt for the payment of one half of the Termination Penalty under Clause 12.2 completely discharges the deposit holder from any duty to account to the Client for the Agent's share of the Termination Penalty paid to the Agent.

**13. INDEMNITY**

- 13.1 The Client shall be liable for and shall indemnify and defend the Agent, its directors, officers, employees, and agents from and against any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:
- 13.1.1 injury, bodily or otherwise, to or death of any person;
- 13.1.2 loss, damage to or destruction of property, whether real or personal, belonging to the Client, the Agent or others; and
- arising from or in connection with any act or omission or negligence of the Client or any other person (other than the Agent) or arising out of or in connection with the Property or this Appointment of Property Agent.
- 13.2 Without limiting the generality of Clause 13.1, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages, and expenses arising out of or in respect of the Client's breach of obligations or warranties expressed in this Agreement.

**14. CLIENT AND AGENT'S ACKNOWLEDGEMENTS**

**The Client and the Agent acknowledge that:**

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

**15. ENTIRE AGREEMENT**

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



REIQ Accredited Agency

## Property Details and Disclosure

### Annexure to Appointment of Real Estate Agent (Residential Sales) Schedule

#### PROPERTY DESCRIPTION DETAILS

**Note: Under section 19 of the Property Occupations Regulation 2014, the Agent must, before listing a property for sale, take reasonable steps to find out or verify ownership of the property they are selling.**

Is the Agent authorised to order a Title Search for the Property (the fees for which will be a recoverable fee under Part 8 Section 3 of the Appointment of Property Agent).

Yes  No

If the Client has authorised the Agent to order a Title Search, complete the following details:

Seller's Name (as it appears on the Title Search) David Robert Wixey

NOTE: Check Seller's name matched ID, is there a Trust?

ADDRESS: 269 Waterworks Road

SUBURB: Ashgrove

STATE: QLD POSTCODE: 4060

Description: Lot: Lot 23 On: RP 18732 Title Reference: 12727069

Area: 417m2  more or less Land sold as:  Freehold  Leasehold  if neither is selected, the land is treated as being freehold

Present Use: Residential Dwelling

Local Government: Brisbane City

#### Electrical Safety Switch

Is there a compliant electrical safety switch installed on the Land?

Yes  No

#### Smoke Alarms

Is there a compliant smoke alarm installed at the Property?

Yes  No

If no, the Buyer may be entitled to penalty of 0.15% of purchase price if not done by settlement under the terms of the REIQ Contract.

**NOTE: Please ensure the information provided is correct so that any certificates which need to be annexed to the Contract are included, to eliminate potential termination rights or other recourse the Buyer may be entitled to against the Seller.**

#### Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 disclosures:

Is the Land affected by an application to, or order made by, QCAT in relation to a tree or fence on the Land?

Yes  No

#### Tenancies:

##### Disclosure - Residential Tenancies and Rooming Accommodation (applicable for all sales)

Note: Under the Residential Tenancies and Rooming Accommodation Act 2008, a property owner must not increase rent within 12 months of the date of the last rent increase for the property, regardless of a change of owner or tenant. If a property has been subject to a residential tenancy agreement or rooming accommodation agreement within 12 months of the Contract Date, then:

- the day of the last rent increase must be disclosed in the Contract; and
- evidence of the day of the last increase must be provided to the buyer at settlement.

Has the Property been let within the past 12 months  Yes  No

Date that rent was last increased for the Property: \_\_\_\_\_

Evidence of the last rent increase for the Property: \_\_\_\_\_

Is the Property subject to a tenancy?  No  Yes, list details below:

TENANTS NAME:

NIL

TERM AND OPTIONS:

VACANT POSSESSION:

\_\_\_\_\_ days

STARTING DATE OF TERM: \_\_\_\_\_

ENDING DATE OF TERM: \_\_\_\_\_

RENT:

BOND:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

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

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**Managing Agent:**

AGENCY:

Nil

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

Inspection:  Call listing agent  24hrs notice required  Specify: \_\_\_\_\_**MATTERS AFFECTING THE PROPERTY****Registered encumbrances (on the Title Search):**

Easements

Registered Writ / Charge

Caveat

Administrative Advice

Other

**Unregistered encumbrances:**

Stigmatised property

Owner builder work

Other

**Disclosure for Seller's Warranties under the REIQ Contract for Sale (select as applies)**

Under the terms of the standard REIQ Residential Contract, the Seller is required to provide various warranties. If the Seller is aware of any issues where the warranties are not correct, the Seller should obtain legal advice about any obligations prior to submitting a Contract to a Buyer.

*Is the Property:*On a state, national or world heritage list?  Yes  NoOn the Contaminated Land Register?  Yes  NoOn the Environmental Management Register?  Yes  NoAny facts or circumstances that may result in the Property being classified as contaminated land/notifiable activities under the *Environmental Protection Act 1994*?  Yes  NoIs there an unregistered lease, easement or other right capable of registration including which may affect common property or assets of the body corporate?  Yes  NoIs the present use of the land unlawful?  Yes  NoIf in Gold Coast Regional Council, does Local Law 17 apply? (seller should seek legal advice)  Yes  No*Have you received:*Any notice, proposal or communication from any authority about the Property or which may affect the property?  Yes  NoAny actual or threatened claims of proceedings which may affect the Property?  Yes  No

If Yes to any of the above, the Seller should seek legal advice before submitting a Contract to a Buyer to ensure that correct disclosure is provided in the Contract and given to the Buyer before they sign. Otherwise the Buyer may be able to terminate the Contract. It may be necessary for the Seller to undertake searches to confirm the details of any of these disclosable matters before the Contract is presented to the Buyer. See Seller's Contract Preparation Checklist.

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



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**FINANCIAL DETAILS**

NOTE: The Seller should obtain legal and financial advice about GST to avoid potential financial consequences.

**GST**

Has the Seller obtained financial advice as to whether GST is applicable?  Yes  No

Has the Seller confirmed GST is applicable?  Yes  No

**SOLICITOR'S DETAILS FOR CLIENT**

NAME:

TBC

REF: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

To be provided to the Agent by the Client at a later date as not known by the Client when entering into this Agreement.

**UNIT USE ONLY**

Body Corporate Fees (Inc Sink Fund): \$ \_\_\_\_\_

Period: \_\_\_\_\_

Floor level: \_\_\_\_\_

Lift:  Yes

No

(select one)

Section 206 Disclosure Statement has been requested by Client from the body corporate/manager, or will be at a later date prior to the buyer signing a contract.





REIQ Accredited Agency

# Marketing Information - Residential Sales

## Annexure to Appointment of Real Estate Agent (Residential Sales) Schedule

**Property type** (select one)

 House
  Apartment
  Acreage
  Unit
  Farm
  Duplex
  Townhouse
  Vacant Land

**Construction** (select as applies)

 Brick  
 Timber  
 Concrete  
 Hardiplank  
 Fibro  
 Rendered  
 Cladding  
 Brick Veneer  
 Block

**Appliances** (select as applies)

 Gas stove  
 Electric stove  
 Oven  
 Hot Plate  
 Rangehood  
 Microwave  
 Refrigerator  
 Dishwasher  
 Disposal Unit  
 Washing machine  
 Dryer  
 Ducted vacuum

**Style** (select one)

 Colonial  
 Contemporary  
 Brick and tile  
 Federation  
 Mediterranean  
 Pole home  
 Queenslander  
 Post War

**Type** (select one)

 Highset  
 Lowset  
 Split-level  
 Double storey  
 Multilevel

**Roof** (select one)

 Tiles  
 Fibro  
 Iron  
 Colorbond

**Room details** (Total number of rooms)

Bedrooms	_____	BI	_____
Lounge	_____		_____
Dining	_____		_____
Lounge/Dining Comb	_____		_____
Rumpus/Family	_____		_____
Media room	_____		_____
Bathroom	_____		_____
Kitchen	_____		_____
Dining/Kitchen Comb	_____		_____
Pantry	_____		_____
Ensuite	_____		_____
Separate toilets	_____		_____
Separate shower	_____		_____
Laundry	_____		_____
Study/Office	_____		_____
G/shed/Shed/Stables	_____		_____
Other rooms	_____		_____

**Car Parking** (# of spaces)

Garage	_____
Carport	_____
Other	_____

**Features** (select as applies)

 Cable TV  
 Fireplace  
 Air conditioned  
 Ducted  
 Split Systems  
 Heated  
 Veranda/Deck  
 Entertaining area/Pergola  
 Terrace/Paved  
 BBQ  
 Bar  
 In-ground pool  
 Above-ground pool  
 Fenced  
 Sides fenced  
 Tennis court  
 Water frontage  
 Water access  
 Jetty  
 Spa  
 Sauna  
 Gym

 Ceiling fans  
 Security system  
 Window and Door security screens  
 Window Locks  
 Intercom system  
 Rain water tank  
 Bore  
 Solar electricity system

Number of kilowatts \_\_\_\_\_

**Community Facilities** (close by)

Primary school	_____	m
Secondary school	_____	m
Bikeway	_____	m
Park	_____	m
Sporting facilities	_____	m

**Transport** (close by)

Bus	_____	m
Train	_____	m
Ferry	_____	m

**Hot water system** (select as applies)

 Gas  
 Electric  
 Solar

**Interior Walls** (select as applies)

 Plasterboard  
 Timber  
 Brick  
 Block  
 Fibro

**Services** (select as applies)

 Town water  
 Sewered  
 Septic  
 Gas in street  
 Cable in street

**Outlook** (select one direction)

<input type="checkbox"/> North	<input type="checkbox"/> East
<input type="checkbox"/> South	<input type="checkbox"/> West
<input type="checkbox"/> North-east	<input type="checkbox"/> South-east
<input type="checkbox"/> South-west	<input type="checkbox"/> North-west

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



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**ANNEXURE A**

Pre-Market		On-Market	
Marketing Options	Agreed Investment	Marketing Options	Agreed Investment
<b>Social Media - Targeted Advertisement</b> (Jason will cover \$500. Total = \$1000)	\$500	<b>Realestate.com.au</b> - Unlimited Premiere Listing Package	\$2,999
<b>Title Search</b>	\$26	- E-Brochure	\$0
<b>Pre portal launching</b>	\$99	- Audience Maximiser (Guarantees a reach of 35,000)	\$399
<b>Database</b> - Email Notifications - Text Notifications - Notifications to Buyer's Agents - Direct Calls to Under-Bidders and Suitable Buyers	\$0	For more information - Audience Maximiser: <a href="#">CLICK HERE</a>	
<b>Asian Market Targeting</b> - Exclusive Chinese Advertising on WeChat platform - The realestate.com.au ad professionally translated into Chinese + introduction to the suburb, local schools, amenities, etc.  Advertised on my exclusive Asian market database	\$0	<b>Domain.com.au</b>	\$1,124
		<b>Photography and floorplan</b> 24 Photography (Twilight) + Textured Floor Plan + Drone Photo & POI + Sky Replacement & Digital Editing	\$695
		<b>Video Media Kit -Property Video Packages</b> Premium Video (drone video pending CASA approval)	\$895
<b>Coming Soon Advertisements</b>  Realestate.com.au - Coming soon post with property attributes and short advertising text  Domain - Off-market opportunity post	\$0	<b>Signboard</b> - Customised Pictorial Signboard with QR Code	\$275
		<b>Brochure Pack x 50</b>	\$155.55
		<b>500 Just Listed Flyer Drops</b> (Jason will cover \$500)	\$0
		<b>500 Auction Invites Flyer Drops</b> (Jason will cover \$500)	\$0
<b>Total</b>	<b>\$625.00</b>	<b>Total</b>	<b>\$6542.55</b>
<b>Grand Total</b>	<b>\$7167.55</b>		

**Optional Features**

<b>Auction</b>	\$880; or \$700 cash directly to the auctioneer
- Auctioneer Fee	

NGU Real Estate East Brisbane Pty Ltd retains ownership of all marketing materials listed in the Annexure A at all times and may use said marketing materials at their sole discretion during and/or after the expiration of this appointment. Subject to the above, the seller may request a copy of the marketing materials.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

DocuSign

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