

Property occupations Form 6



Queensland
Government

Appointment and reappointment of a real estate agent, resident letting agent or auctioneer

Residential 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 Heather Johnson

ABN

ACN

Are you registered for GST? ☐ Yes ☒ No

Address 13/45 Lakeside Village Circuit

Suburb Coomera

State QLD

Postcode 4209

Phone 0428938475

Fax

Mobile

Email address h.johnson@iinet.com.au

Client 2

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

Client name Randall Johnson

ABN

ACN

Are you registered for GST? ☐ Yes ☒ No

Address 13/45 Lakeside Village Circuit

Suburb Coomera

State QLD

Postcode 4209

Phone 0459687788

Fax

Mobile

Email address rj_87@hotmail.com

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 REIQ Realty

Licensee name (corporation, if applicable)

REIQ Real Estate Pty Ltd

ABN 49 029 662 287

ACN

Licence number 4893373

Expiry 11 / 06 / 2026
DD MM YYYY

Address 50 Smith Street

Suburb Cannon Hill

State QLD

Postcode 5000

Phone 07 3249 7342

Fax

Mobile

Email address sales@reiqrealty.com.au

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 120 Apple Street

Suburb Cannon Hill

State QLD

Postcode 4170

Lot 123

Plan SP203942

Title reference 50326474

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 / / (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 22 / 06 / 2025 End 19 / 09 / 2025
DD MM YYYY 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
- \$ Offers over \$1,200,000
- 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

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

Date / /
DD MM YYYY

Client

Date / /
DD MM YYYY

Agent

Date / /
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:

2.5% of the actual sale price (including GST)

[Example figure only]

When commission is payable

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

☒ Other
Refer to clause 5 of the REIQ Residential Sales Schedule and 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.

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.

See attached Marketing Proposal

Authorised amount \$ 6,000

When payable 29 / 06 / 2025
DD MM YYYY

Section 2 Repairs and maintenance (if applicable)

Residential Sales

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

Property Management

Routine Repairs

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

Emergency Repairs (s214 of the *Residential Tenancies and Rooming Accommodation Act 2008*)

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*).

Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

Description

Amount

When payable

Form 2 Service Fee

\$XXX.XX

within 7 days of Appointment

Total Search Fee (see annexed

\$XXX.XX

within 7 days of Appointment

Search Authority)

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

Service

Source

Estimated amount

Conveyancer

Cannon Hill Conveyancing

\$XX per referral

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. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at www.qld.gov.au/fairtrading or phone on 13 QGOV (13 74 68).

Client 1	Full name Signature D D / M M / Y Y Y Y
Client 2	Full name Signature D D / M M / Y Y Y Y
Agent 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 Signature D D / M M / Y Y Y Y
Schedules and attachments List any attachments.	1. REIQ Residential Sales Schedule and Essential Terms and Conditions 2. Disclosure Instructions and Search Authority 3. Marketing Proposal

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

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

Appointment of Real Estate Agent

Residential Sales Schedule

NOTE TO CLIENT: Please take a moment to complete this Schedule. This information will help the Agent to gain a thorough understanding of the Property noting the important statutory requirements under the:

- *Property Occupations Act 2014;*
- *Property Occupations Regulation 2014;*
- *Property Law Act 2023; and*
- *Property Law Regulation 2024.*

Item 1 CLIENT INFORMATION

The Client is:

- ☒ the registered owner of the Property
- ☐ legally authorised to act on behalf of the registered owner of the Property

If you are an authorised representative, please provide details of your authority to deal with the Property:

(for example: under a power of attorney, executor of deceased estate, director of a company, trustee acting on behalf of a trust)

VERIFICATION OF IDENTITY

Please provide a copy your original photo identification (eg. driver's licence, passport, proof of age card). The Agent is required to take reasonable steps to verify your identity under section 19 of the *Property Occupations Regulation 2014 (Qld)*.

SOLICITOR'S DETAILS

If you have appointed a solicitor, please provide their contact details:

NAME: Cannon Hill Conveyancing

CONTACT: Tonia Rain

ADDRESS: Level 5, 193 Breeze Street

SUBURB: Cannon Hill

STATE: QLD POSTCODE: 4170

PHONE: 1300 573 736 EMAIL: train@chconvey.com.au

TAXATION DETAILS

NOTE TO CLIENT: The following information is required to assist the Agent with preparing a contract of sale. If you are unsure of an answer, you can tick 'unknown' and provide your written instructions to the Agent at a later date. You may wish to seek advice from your accountant and/or solicitor about these matters.

Is/will GST be applicable to the sale of the property?

☐ Yes ☒ No ☐ Unknown

Do you pay land tax on the property?

☐ Yes ☒ No ☐ Unknown

If either of the above questions are answered 'yes' or 'unknown', the Agent will require full instructions from the Client regarding GST/land tax prior to the preparation of a contract of sale.

PUBLIC LIABILITY INSURANCE

CLIENT'S INSURER:

CH Insurance

AMOUNT OF COVER:

\$ 20,000,000

POLICY NUMBER:

ABC123456

EXPIRY DATE:

17 June 2027

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

000000110723

Item 2 PROPERTY DETAILS

ADDRESS: 120 Apple Street
SUBURB: Cannon Hill STATE: QLD POSTCODE: 4170
DESCRIPTION: Lot: 123 Plan: SP203942 Title Reference: 50326474
AREA: TBC Sold as: ☒ Freehold ☐ Leasehold
PRESENT USE: Residential
LOCAL GOVERNMENT: Brisbane City Council

ELECTRICAL SAFETY SWITCH

Is there a compliant electrical safety switch installed in the Property? ☐ Yes ☐ No ☒ Unknown

SMOKE ALARMS

Are compliant smoke alarms installed at the Property? ☒ Yes ☐ No ☐ Unknown

NOTE: If compliant smoke alarms are not installed in the premises by settlement, the buyer may be entitled to a penalty of 0.15% of the purchase price under the terms of the REIQ contract. If unknown, the Client should arrange for a smoke alarm specialist to inspect the Property to confirm if compliant smoke alarms have been installed.

RESIDENTIAL TENANCIES AND ROOMING ACCOMODATION

Is the Property being sold subject to a tenancy? ☒ Yes ☐ No

If yes,

TENANTS NAME:

Judy Simons

TERM AND OPTIONS (including option to renew):

12 months

VACANT POSSESSION:

N/A

START DATE OF TERM:

20 September 2024

END DATE OF TERM:

19 September 2025

CURRENT RENT:

\$ 500

PER:

week

BOND:

\$ 2,000

PAST RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION (Complete this section even if the Property is being sold with vacant possession)

Has the Property been let within the past 12 months? ☒ Yes ☐ No

If yes, what is the date of the last rent increase? 20 September 2024

NOTE: If applicable, evidence of the last rent increase will be required to be provided to the buyer at settlement under the terms of the REIQ contract.

MANAGING AGENT

AGENCY: Cannon Hill Realty

PROPERTY MANAGER: Sally Smalls

ADDRESS: 30 Bramble Avenue

SUBURB: Cannon Hill

STATE: QLD

POSTCODE: 4170

PHONE: 0732857362

EMAIL: ssmall@chrealty.com.au

Item 3 AGENCY APPOINTMENT DETAILS**PRIOR APPOINTMENT**

Prior to accepting this appointment, the Agent is required under section 21 of the *Property Occupations Regulation 2014 (Qld)* to take reasonable steps to find out whether the Client has already appointed another property agent to perform the services listed in this Appointment of Property Agent.

Please confirm if you have appointed another agent to provide the abovenamed services: (select one)

☒ The Client warrants that another property agent **has not** been appointed to perform the services.

☐ The Client confirms that another property agent **has been** appointed to perform the services. The Client acknowledges receipt of the attached Prior Appointment Statement provided by the Agent.

NOTE: a copy of the Prior Appointment Statement must be attached.

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

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MARKET PRICE

The Client may request information about the market price for the Property. If the Client requests information about the market price for the Property, and the Agent provides a comparative market analysis or written explanation showing how the market value of the Property was decided, the Agent must provide this to the Client in accordance with statutory requirements.

- ☐ The Client have not requested information about the market price for the Property and acknowledge that the Client will not receive any advice from the Agent in relation to the market price for the Property, unless the Client later provide written instructions to the Agent to provide advice in relation to the market price for the Property.
- ☒ A comparative market analysis is ~~attached to this appointment~~ / was provided to the Client on 17/06/2025
- ☐ A written explanation showing how the Agent decided the market price for the Property is attached to this appointment / was provided to the Client on _____

DISCLOSURE OF PRICE GUIDE

Note: If a property is marketed without a price and/or the property is to be sold by auction, the Agent must not disclose a price guide for the property, or disclose what the Agent considers is a price likely to result in a successful bid for the property. With your written consent, the Agent may disclose a comparative market analysis or written explanation showing how the agent decided the market value.

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.

AUCTION

If this item is completed, the Client instructs and authorises the Agent to sell the Property by public auction. If this item is completed, Clause 11 of this Agreement will apply.

- (1) Date of Auction: _____
- (2) Place of Auction: _____
- (3) Time of Auction: _____
- (4) Fee for Auctioneer: \$ _____
- (5) Terms of Sale: _____
- ☐ To be advised by the Client prior to the Date of Auction.

PRIVACY

Please read the Agent's privacy policy, notice and/or consent:

- ☐ Attached to this Appointment of Property Agent; or
- ☒ At this website: www.reiqrealty.com/privacy [example url only]

By entering into this Appointment of Property Agent, the Client acknowledges that they been provided with the Agent's privacy policy, notice and/or consent, and understand that the collection and use of personal information by the Agent (including in this Appointment of Property Agent) is in accordance with the Agent's privacy policy, notice and/or consent provided to the Client.

SOLE OR EXCLUSIVE AGENCY

This notice is provided by the Agent in accordance with section 103 of the *Property Occupations Act 2014 (Qld)*.

- ☒ The Client acknowledges the Agent has discussed with the Client **before** signing this Appointment of Property Agent:
- (a) whether the Appointment of Property 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

Item 4 DISCLOSURE INFORMATION

IMPORTANT NOTE: From 1 August 2025, a new statutory seller disclosure regime will apply to the sale of residential property in Queensland. Please read the attached Factsheet and note that you will be required to disclose information about the Property in a Seller Disclosure Statement, which must be given to a buyer before they sign a contract.

The buyer may be entitled to terminate a contract if a Seller Disclosure Statement is not provided or if a Seller Disclosure Statement is given which is inaccurate or incomplete in relation to a material matter affecting the Property that impacts a buyer's decision to purchase the Property. If authorised and instructed to prepare the Seller Disclosure Statement on your behalf, the Agent is entitled to rely on the truth and accuracy of your instructions provided in this Appointment of Property Agent.

The Agent cannot provide advice to a seller about what is required to be disclosed. If a seller has any questions about whether a matter needs to be disclosed, they should seek legal advice.

AUTHORITY TO PREPARE SELLER DISCLOSURE STATEMENT

The Client may authorise and instruct the Agent to prepare the Seller Disclosure Statement and undertake searches on the Client's behalf. The Client may also choose to:

- prepare the Seller Disclosure Statement themselves; or
- engage a solicitor or other third party to prepare the Seller Disclosure Statement on their behalf.

The Client confirms their instructions as follows (*select one*):

☐ The Client will provide a completed and signed Seller Disclosure Statement to the Agent by: _____

NOTE: Clause 8.3 will apply.

OR

☒ The Client authorises and instructs the Agent to prepare the Seller Disclosure Statement using the information:

- (a) provided by the Client in the **Disclosure Instructions and Search Authority**; and
- (b) obtained by undertaking the searches as authorised by the Client in the **Disclosure Instructions and Search Authority**.

NOTE: Clause 8.4 will apply.

If this item is completed, the Client acknowledges that:

- the Agent may engage a third party service provider to provide services to the Agent including the preparation of the Seller Disclosure Statement and obtaining searches in accordance with the Agent's obligations and authority under this Appointment of Property Agent; and
- any fees associated with the Agent engaging a third party service provider will be stated in Part 8 of the Appointment of Property Agent.

AUTHORITY TO SIGN SELLER DISCLOSURE STATEMENT

Is the Agent authorised to sign the Seller Disclosure Statement on behalf of the Client? (*select one*)

- ☐ No
- ☐ Yes - **WARNING:** It is recommended that the Agent **does not** sign the Seller Disclosure Statement on behalf of the Client. If the Client authorises the Agent to sign the Seller Disclosure Statement on behalf of the Client, the Client **must review and approve** the Seller Disclosure Statement in writing prior to the Agent signing the Seller Disclosure Statement.
- NOTE:** Clause 8.4.8 will apply.

OTHER DISCLOSURE MATTERS

Any matters that are material to a prospective buyer's decision to purchase the Property must be disclosed. The Client discloses the following material matters:

N/A

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

000000110723

SIGNATURE OF PARTIES

Client 1: _____

Date: _____

Client 2: _____

Date: _____

Client 3: _____

Date: _____

Client 4: _____

Date: _____

Agent: _____

Date: _____

EXAMPLE ONLY

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

000000110723

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 **"Disclosure Instructions"** means the Disclosure Instructions provided by the Client to the Agent in the annexure to this Appointment of Property Agent, or as otherwise provided to the Agent from the Client during the term of this Appointment;
- 1.8 **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign.
- 1.9 **"Property"** means the property described in Part 3 of the Appointment of Property Agent.
- 1.10 **"Property Information"** means the particulars of the Property listed in Item 2 and 4 of the Schedule, Disclosure Instructions and any annexures to the Schedule, including but not limited to, the Marketing Information annexure.
- 1.11 **"REIQ"** means The Real Estate Institute of Queensland.
- 1.12 **"Search Authority"** means the authority provided by the Client to the Agent to undertake searches on their behalf, annexed to this Appointment of Property Agent;
- 1.13 **"Seller Disclosure Statement"** means the *Property Law Act 2023* Form 2 Seller disclosure statement, including any prescribed certificates required to be given to a buyer under the *Property Law Act 2023* (Qld) and *Property Law Regulation 2024* (Qld).
- 1.14 **"Schedule"** means the Residential Sales Schedule annexed to the Appointment of Property Agent forming part of this Agreement.
- 1.15 **"Term"** means the term specified in Part 4, Section 2 of the Appointment of Property Agent.
- 1.16 **"Total Search Fee"** means the total amount the Agent is authorised to incur on behalf of the Client to undertake searches as authorised under the Search Authority.

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 terminated by the Buyer in accordance with section 104 of the *Property Law Act 2023* and the termination arises from or in connection with any act, error or omission of the Client where the Client:
 - (a) elects to provide a completed and signed Seller Disclosure Statement prepared by the Client, their solicitor or other third party (other than the Agent); or
 - (b) provides inaccurate or incomplete information in the Property Information; or
 - 5.1.4 the Contract of Sale is not completed and the whole or part of the deposit paid is liable to be forfeited; or
 - 5.1.5 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. SELLER DISCLOSURE OBLIGATIONS

- 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:
- the ownership of the Property; and
 - 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 If the Client elects to provide a completed and signed Seller Disclosure Statement to the Agent under Item 4 of this Schedule, then the following terms apply:
- 8.3.1 the Client acknowledges that the Agent is under no obligation to take any steps to verify the information contained in the Seller Disclosure Statement; and
- 8.3.2 the Client authorises the Agent to give a copy of the completed and signed Seller Disclosure Statement to a prospective buyer.
- 8.4 If the Client authorises and instructs the Agent to prepare a Seller Disclosure Statement under Item 4 of this Schedule, then the following terms apply:
- 8.4.1 The Client authorises the Agent to:
- prepare the Seller Disclosure Statement;
 - undertake searches with third party search providers in accordance with the Client's instructions contained in the Search Authority; and
 - give a copy of the completed Seller Disclosure Statement to a prospective buyer, once it has been signed by or on behalf of the Client.
- 8.4.2 The Client acknowledges that the Seller Disclosure Statement will be prepared relying on:
- the information provided to the Agent from the Client in the Property Information; and
 - information about the Property received by the Agent from third party search providers, as instructed by the Client in the Search Authority; and
 - if required following the receipt of information about the Property from third party search providers, the Client's further written instructions to the Agent.
- 8.4.3 The Client acknowledges that the Agent may arrange for searches to be obtained (as authorised in the Search Authority) from a third party search provider.
- 8.4.4 The Client acknowledges that the Agent may, at the Agent's sole discretion, subcontract to a third party service provider to:
- prepare the Seller Disclosure Statement; and
 - undertake searches with third party search providers in accordance with the Client's instructions contained in the Search Authority.
- 8.4.5 If the Agent engages a third party service provider under clause 8.4.4, then the Client is responsible to pay for the amount as specified in Part 8 of the Appointment of Property Agent as a fee for the third party service provider's services (if applicable).
- 8.4.6 The Client is responsible for all costs and expenses incurred by the Agent in undertaking searches as instructed by the Client in the Search Authority, up to a maximum of the amount of the Total Search Fee stated in the Search Authority. The Client agrees that the Total Search Fee is a fee payable under Section 3, Part 8 of the Appointment of Property Agent.
- 8.4.7 The Agent does not give any warranties or make any representations as to the correctness, accuracy or completeness of the Seller Disclosure Statement where the Agent has relied on information provided by the Client or third party search providers.
- 8.4.8 If the Client authorises and instructs the Agent to sign the Seller Disclosure Statement on behalf of the Client, the Client must review a copy of the Seller Disclosure Statement and verify with the Agent that the Client is satisfied with its contents prior to the Agent signing the Seller Disclosure Statement.
- 8.5 This Clause 8 does not oblige the Agent to undertake searches with public authorities other than those included in the Search Authority.
- 8.6 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.
- 8.7 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.

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:
- agree to enter into this Agreement in electronic form; and
 - 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 3 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 3 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.

NEW DISCLOSURE OBLIGATIONS FOR SELLERS IN QUEENSLAND

Factsheet

The laws regulating property sales in Queensland have changed. From 1 August 2025, a seller must give a disclosure statement to a buyer before they **sign** a contract to purchase property.

The disclosure statement must:

- be in the approved form (Form 2 Seller Disclosure Statement under the *Property Law Act 2023* (Qld))
- be completed with information required under the law;
- have prescribed certificates/documents attached to the statement;
- be signed by the seller/s; and
- be given to the buyer in a way that complies with the legislation.

You can view a copy of the approved form here:

<https://www.publications.qld.gov.au/dataset/property-law-act-2023-forms/resource/7a1be178-d2d5-4744-9147-9699c04ee8d8>

You can find more information about the seller disclosure regime and disclosable information here:

<https://www.reiq.com/articles/property-sales/Seller-Disclosure-in-Queensland-General-Information-for-Sellers>

Frequently Asked Questions

Who prepares the disclosure statement?

Either the seller, their agent or their solicitor can prepare the disclosure statement. It is the seller's decision as to who will prepare the disclosure statement on their behalf. Please note, real estate agents are legally permitted to prepare the disclosure statement on behalf of a seller, if authorised to do so. Agents are limited to inserting information that has been provided by the Client or received by the Agent from a third party search provider, if the Client has instructed the Agent to undertake searches on the Client's behalf.

Where do you find the information that is needed to prepare a disclosure statement?

Most of the information required should be within the seller's knowledge or possession. There are some items that will require searches to be undertaken, and the seller will need to pay for those searches.

Information that will generally be within the seller's knowledge includes:

- if there is a swimming pool and current compliance certificate
- if there is an unregistered lease or agreement (in writing or verbal) that impacts the property
- information about residential tenancy or rooming accommodation agreements
- if the seller has received a transport infrastructure proposal or notice of intention to resume
- if building work has been undertaken on the property under an owner-builder licence in the past 6 years
- if the seller has received a show cause notice, enforcement notice or any other type of notice/order from the government or an authority (eg. QBCC), requiring work to be done or money spent in relation to the property (for example, getting a structure approved by council)
- the current rates and water service information

NOTE: The Agent cannot provide advice to a seller about what is required to be disclosed. If a seller has any questions about whether a matter needs to be disclosed, they should seek legal advice.

When should the disclosure statement be prepared?

Unless an exemption applies, a contract should not be signed if the disclosure statement has not been provided to the buyer. If searches are needed, some may take several weeks to return. It is best practice to start preparing the disclosure statement as soon as the seller has appointed the agent, to ensure that a contract is not delayed once the property is listed.

NOTE: The Agent cannot provide advice to a seller about what is required to be disclosed. If a seller has any questions about whether a matter needs to be disclosed, or notices to be provided, they should seek legal advice.

Disclosure Instructions and Search Authority

INSTRUCTIONS:

- The **Disclosure Instructions and Search Authority** should be completed if the Client has authorised and instructed the Agent to prepare the Seller Disclosure Statement under Item 4 of the Appointment of Property Agent.
- Only the Client should complete the Disclosure Instructions and Search Authority.
- If the answer to a question is 'unknown' and a search is available, please indicate if the Agent is authorised to conduct the relevant search as shown in the authority.
- If an answer is 'unknown' and a search is **not available**, the Client should seek legal advice about what information is required to be included in the Seller Disclosure Statement.
- If the Client is not sure of how to answer a question or whether a particular arrangement or encumbrance needs to be disclosed, the Client should seek legal advice. The Agent cannot provide advice to the Client about what matters need to be disclosed in a Seller Disclosure Statement. The Agent is limited to inserting information as provided by the Client in this document, and received by the Agent from third party search providers as shown in the authority.

NOTE: By completing this Authority, the Client:

- authorises the Agent to carry out the searches stated in the Search Authority on their behalf; and
- agrees to pay the Total Search Fee estimated in the Search Authority.

Please complete the below information about the Property. This information will be used to prepare a Seller Disclosure Statement

PART 1 - SELLER AND PROPERTY DETAILS

Seller name:	<input checked="" type="checkbox"/> Heather Johnson Randall Johnson <input type="checkbox"/> Other: _____		
Property address	120 Apple Street Cannon Hill	QLD	4170
Lot on plan	Lot 123 Description Residential dwelling	Plan SP203942	Title reference 50326474
Is the Property included in:	<input type="checkbox"/> a community titles scheme <input type="checkbox"/> a Building Unit and Group Titles Act 1980 (BUGTA) scheme <i>If either option is applicable, Part 6 must be completed.</i>		

PART 2 - TITLE DETAILS, ENCUMBRANCES AND RESIDENTIAL TENANCY OR ROOMING ACCOMMODATION AGREEMENT

A Title Search and copy of the registered Survey Plan must be attached to the Seller Disclosure Statement. **Please complete the Search Authority (item 2.1 and 2.2).**

Unregistered Leases / Residential Tenancy or Rooming Accommodation Agreement

If a residential tenancy or rooming accommodation agreement will continue to apply to the Property after settlement, the Agent will complete the relevant details using the information in Item 2 of the Schedule.

Unregistered Agreements (written or oral)

The following types of unregistered agreements (written or oral) need to be disclosed if they will continue to apply to the Property after settlement:

- Access agreement, opt-out agreement, deferral agreement or conduct and compensation agreement under the *Mineral and Energy Resources (Common Provisions) Act 2014*; or
- Unregistered charge, mortgage, easement or profit a prendre known, or reasonably expected to be known, to the Seller.

If the above unregistered agreements apply to the Property, the Client provides the following disclosure information:

Agreements in writing

☐ a copy of the agreement, together with any relevant plans (if any), has been/will be provided to the Agent

Verbal (oral) agreements *(attach annexure if more room needed)*

Names of the parties to the agreement:

Term of the agreement: _____

Any amounts payable by the owner of the Property: _____

NOTE: The Agent cannot provide advice to the Client about what unregistered encumbrances must be disclosed. If the Client is unsure of whether a matter needs to be disclosed, the Client should seek legal advice.

Statutory Encumbrances

A 'statutory encumbrance' means:

- A statutory charge over land arising from the non-payment of money to the Commonwealth, a State or local government; or
- A statutory right to keep infrastructure on the lot; or
- A statutory right to access land to repair or maintain infrastructure on the lot (for example, an easement for a local government facility, including, for example, sewerage pipes, under the *Local Government Act 2009*, section 144. A power to enter land for a telecommunications facility under the *Telecommunications Act 1997* (Cwlth), schedule 3.

NOTE: If a statutory encumbrance applies to the property, the Client must provide a description of the encumbrance and a copy of any plan showing the location of relevant infrastructure (if available).

The Client confirms that there are statutory encumbrances that affect the Property:

☐ No

☐ Yes

The Client will provide a copy of any relevant infrastructure plan (if available)

☒ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 2.3).

If Yes, insert description of the statutory encumbrance:

NOTE: If the Client does not:

- know if there is a statutory encumbrance that affects the Property that is required to be disclosed; or
- have a copy of any relevant infrastructure plan,

then it is recommended that a search is undertaken. **Please complete the Search Authority (item 2.3).**

NOTE: The Agent cannot provide advice to the Client about what statutory encumbrances must be disclosed. If the Client is unsure of whether a matter needs to be disclosed, the Client should seek legal advice.

PART 3 – LAND USE, PLANNING AND ENVIRONMENT

Zoning

All zoning of the Property must be disclosed.

☐ Zoning (if known by the Client): _____

☒ The Agent is authorised to obtain a search as outlined in the Search Authority (item 3.1).

Transport Infrastructure Proposal

Has a notice been issued to the Client by a Commonwealth, State or local government entity about a transport infrastructure proposal to locate transport infrastructure on the Property or to alter the dimensions of the Property? *(select one)*

☒ No

☐ Yes

The Client will provide a copy of any document received (including a notice, order, proposal or correspondence) to the Agent

☐ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 3.2).

Notice of Intention to Resume

Is the Property affected by a notice of intention to resume the Property or any part of the Property? *(select one)*

☒ No

☐ Yes

The Client will provide a copy of any document received (including the notice, order, proposal or correspondence) to the Agent.

☐ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 3.3).

Contamination and Environmental Protection

Is the Property recorded on the Environmental Management Register or Contaminated Land Register? (select one)

☒ No

☐ Yes

☐ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 3.4).

Contaminated Land Notices

Please select if any of the following notices are, or have been given:

☐ A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).

☐ A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).

☐ A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).

Note: If one or more of the above options is selected, the Client should seek legal advice about their obligations under the Environmental Protection Act 1994 (Qld). The Agent cannot provide advice about the above notices or how disclosure must be given.

Tree Orders and Applications

Is the Property affected by an application to Queensland Civil and Administrative Tribunal (QCAT), or order made by QCAT in relation to a tree on the land? (select one)

☐ No

☐ Yes

The Client will provide a copy of **any** document received (including the order or application) to the Agent.

☒ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 3.5)

Heritage

Is the Property heritage listed in Queensland or on the World heritage list? (select one)

☒ No

☐ Yes

☐ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 3.6).

PART 4 – BUILDINGS AND STRUCTURES

Pools

Is there a pool on the Property?

☒ Yes ☐ No

If the Property is a lot in a Community Titles Scheme or BUGTA scheme, is there a shared pool?

☐ Yes ☐ No

If there is a pool on the Property select one:

☒ A pool compliance certificate is available and will be provided by the Client to the Agent

☐ A pool compliance certificate is available and the Client authorises the Agent to obtain a copy of the pool compliance certificate as outlined in the Search Authority (item 4.1)

☐ A notice of no pool safety certificate will be given by the Client

Unlicensed Building Work

Has building work been carried out on the Property within the last 6 years under an owner builder permit? (select one)

☒ No

☐ Yes

The Client should seek legal advice about giving a notice under section 47 of the *Queensland Building and Construction Commission Act 1991*.

☐ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 4.2).

Notices and Orders

Is there an unsatisfied show cause notice or enforcement notice under sections 246AG, 247 or 248 of the *Building Act 1975* or under sections 167 or 168 of the *Planning Act 2016*? (select one)

☐ No

☐ Yes

The Client will provide a copy of the notice or order to the Agent.

☒ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 4.3).

Have you received a notice or order, that remains in effect, from the Commonwealth, State or local government, a court or tribunal or other competent authority, that requires work to be done or money to be spent in relation to the Property? (select one)

☒ No

☐ Yes

The Client will provide a copy of the notice or order to the Agent.

☐ **Unknown/Search Required**

The Agent is authorised to obtain a search as outlined in the Search Authority (item 4.3).

PART 5 – RATES AND SERVICES

Rates

Please confirm, from your last rates notice:

Amount of rates in that notice (without any applicable discounts): \$ 560

Date range for that notice: 01/01/2025-31/03/2025

OR (select one)

- ☐ the Property is currently a rates exempt lot
- ☐ no separate assessment of rates is issued by a local government for the Property
- ☐ the Agent is authorised to obtain a search as outlined in the Search Authority (item 5.1)

Water Service Charges

Please confirm, for your last water services notice:

Amount of charges for water services for the Property: \$ 80

Date range for that notice: 01/01/2025-31/03/2025

If there is no separate water services notice issued for the lot, please provide an estimate of the total amount payable for water services: \$ _____ and date range: _____

- ☐ the Agent is authorised to obtain a search as outlined in the Search Authority (item 5.2)

Note: the Client is required to disclose the total amount of **water service charges** payable for the property (not including water consumption) as stated in the **most recent water notice** from a **registered water service provider**. For rural properties, you can check if a water supplier is a registered water service provider on the Queensland Open Data website here: [List of Registered Service Providers](#)

PART 6 – COMMUNITY TITLES SCHEME AND BUGTA SCHEME (if applicable)

Community titles scheme

The following documents must be attached to the Seller Disclosure Statement:

- a copy of the community management statement; and
- body corporate certificate OR explanatory statement

The Client confirms their instructions as follows (select one):

- ☐ The Client will provide a copy of the community management statement and body corporate certificate OR explanatory statement by: _____

OR

- ☐ The Client authorises and instructs the Agent to:
- (a) obtain a search of the community management statement as outlined in Search Authority (item 6.1); and
 - (b) request the body corporate certificate in accordance with the **attached** Client Authority: Body Corporate Certificate.

If the Client authorises the Agent to request the body corporate certificate, the Client must complete the attached Client Authority.

BUGTA scheme

A body corporate certificate OR explanatory statement must be attached to the Seller Disclosure Statement.

The Client confirms their instructions as follows (select one):

- ☐ The Client will provide a copy of body corporate certificate OR explanatory statement by: _____

OR

- ☐ The Client authorises and instructs the Agent to request the body corporate certificate in accordance with the **attached** Client Authority: Body Corporate Certificate.

If the Client authorises the Agent to request the body corporate certificate, the Client must complete the attached Client Authority.

SEARCH AUTHORITY

This Search Authority states the relevant searches that the Client is authorising the Agent and/or third party service provider to undertake.

NOTE: The Client is responsible to pay the Total Search Fee in accordance with clause 8.4.6 of the Essential Terms and Conditions of the Appointment of Property Agent.

Search	Details/Source	Estimated Return Time	Search Fee	Client Authority
2.1 Title Search (mandatory)	Securexchange Seller Disclosure Tool - Title Search	1 days	\$ xxx	<input checked="" type="checkbox"/>
2.2 Survey Plan (mandatory)	Securexchange Seller Disclosure Tool - Plan of Survey	1 days	\$ inc 2.1 fee	<input checked="" type="checkbox"/>
2.3 Statutory encumbrances	Securexchange Seller Disclosure Tool - PelicanCorp Utility Plans	3 days	\$ xxx	<input checked="" type="checkbox"/>
		days	\$	<input type="checkbox"/>
3.1 Zoning	Zoning search (Brisbane City Council website)	1 days	\$ Free	<input checked="" type="checkbox"/>
	Priority Development Area search (EDQ website)	1 days	\$ Free	<input checked="" type="checkbox"/>
3.2 Transport Infrastructure Proposal	Securexchange Seller Disclosure Tool - Department of Transport and Main Roads Property Search	1 days	\$ xxx	<input checked="" type="checkbox"/>
		days	\$	<input type="checkbox"/>
3.3 Notice of Intention to Resume	Securexchange Seller Disclosure Tool - Department of Transport and Main Roads Property Search	1 days	\$ inc 3.2 fee	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
3.4 Contaminated Land Register / Environmental Management Register	Securexchange Seller Disclosure Tool - Contamination Report	1 days	\$ xxx	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
3.5 Tree Order/ Application	Securexchange Seller Disclosure Tool - QCAT Tree Register search	1 days	\$ xxx	<input checked="" type="checkbox"/>
		days	\$	<input type="checkbox"/>
3.6 Heritage Listing	Securexchange Seller Disclosure Tool - Heritage Overlay search	1 days	\$ xxx	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
4.1 Pool Compliance Certificate	Securexchange Seller Disclosure Tool - QBCC pool register search	1 days	\$ xxx	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
4.2 Owner Builder Permit	Securexchange Seller Disclosure Tool - QBCC owner builder permit search	1 days	\$ xxxx	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
4.3 Notices and Orders	Securexchange Seller Disclosure Tool - Brisbane City Council notices search	1 days	\$ xxxx	<input checked="" type="checkbox"/>
		days	\$	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
5.1 Rates Search	Securexchange Seller Disclosure Tool - Brisbane City Council rates search	1 days	\$ xxxx	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
5.2 Water Service Search	Securexchange Seller Disclosure Tool - Urban Utilities water search	1 days	\$ xxxx	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
6.1 Community Management Statement	Securexchange Seller Disclosure Tool - Titles Office search	1 days	\$ xxxx	<input type="checkbox"/>
		days	\$	<input type="checkbox"/>
Total Search Fee			\$ xxx.xx	

Example Only. The names of searches, return times and costs are fictitious, for example purposes only. Details will vary depending on the relevant third party search provider and the local government area in which the property is located.

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 3 BI 2
 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 _____

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)*

☐ North ☐ East
☐ South ☐ West
☒ North-east ☐ South-east
☐ South-west ☐ North-west

Car Parking *(# of spaces)*

Garage 1
 Carport _____
 Other _____

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

000000110723