Form 6



ABN: 13 846 673 994

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

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	Client name
the owner) of the property that is to be sold or may be a	Are you registered for GST? Yes No
prospective buyer seeking to purchase a property.	Address
	Suburb State DD Postcode DDD
	Phone Mobile
	Email address
Client 2 Note: Annexures detailing	Client name
additional clients may be attached if required.	
	Are you registered for GST? Yes No
	Address
	Suburb State Postcode
	Phone Mobile
	Email address
Part 2—Licensee details	
Licensee type More than one box may be ticked if appropriate.	Real estate agent Resident letting agent Property auctioneer
	Trading name
Note: Annexures detailing conjuncting agents may be	Licensee name (corporation, if applicable)
attached if required.	
Licensee name	
Where a corporation licensee is to be appointed, state the corporation's name and licence number.	Licence number Licence number Licence number Licence number D D M M
	Address
Where a sole trader is to be appointed, state the	Suburb State Postcode
individual's name and licence number.	Phone Mobile

Email address.....

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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 Address Suburb	
Part 4—Appointment of J	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 Auction Letting / collection of rent / management Auction Auction date D D M M Y Y <	
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 / / / Y End / / / Y Y Continuing appointment for a service or a number of services over a period Start / / Y Y Y 	
Section 3 Price State the price for which the	Reserve List Letting	
 property is to be sold or let. Note: Bait advertising is an offence under the Australian Consumer Law. For residential property auctions an the client agrees to marketing via a disclose to the <i>electronic listing property</i>. 	 For auctions: If a reserve price is unknown at the time of appointment, it can be advised <i>in writing</i> at a later date. For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an <i>electronic listing provider</i>, the client agrees for the agent to disclose to the <i>electronic listing provider</i> a price or price range of 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 <i>Property Occupations Act 2014</i> (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 \square \square \square $/$ \square \square $/$ \square \square $/$ \square \square \square \square \square			
	Agent			
	Date $\square \square / \square \square / \square \square / \square \square $			
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: When commission is payable For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs. Other			
٦	nis 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 <i>authorised amount</i> must be written here.	·····			
	Authorised amount \$			
	When payable $\square \square / \square \square / M M$			
Section 2	Residential Sales			
Repairs and maintenance (if applicable)	The maximum value of repairs and	d maintenance to be paid by the	agent without prior approval by	
	the client is \$			
	Property Management			
	Routine Repairs			
	The maximum value of repairs and	d maintenance to be paid by the	agent without prior approval by	
	the client is \$			
	Emergency Repairs (S214 of the R	esidential Tenancies and Roomin	g Accommodation Act 2008)	
	For residential rental properties, th (s219A of the <i>Residential Tenancie</i>			
Section 3	Description	Amount	When payable	
Other Description of fees and				
charges.				
The agent may either complete this section or attach annexures.				
	- ·	•		
Section 4	Service	Source	Estimated amount	
Agent's rebate, discount, commission or benefit				
incurred in the provision of or performance of the service				

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 $D D / M M / Y Y Y$
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
Schedules and attachments List any attachments.	
Part 10—Reappointment	
Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends—not before. Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint
	Signature
	Signature D D / M M / Y Y Y Y
	wad form Plaase note, any annoyures (schedules form part of the annointment contract

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