



# APPOINTMENT OF REAL ESTATE AGENT (SALES AND PURCHASES)

**WARNING THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.**

This Form must be completed and given to the Client before the Agent performs any services for the Client. Failure to do so may result in a penalty and loss of commission.

This Form enables a person (the "Client") to appoint a Real Estate Agent for the sale or purchase of property, land and businesses.

## 1. CLIENT

Name:

Address:

Telephone no:

Mobile telephone no:

ABN:

Facsimile no:

Email:

Registered for GST:  YES  NO

## 2. AGENT

Name:

ABN:

Address:

Telephone no:

Mobile telephone no:

Licence no:

Facsimile no:

Email:

Licence expiry date:

## 3. PROPERTY

Address:

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## 4. APPOINTMENT of AGENT

The Client appoints the Agent to perform the following service/s:

**Sale of:**

(e.g. place of residence, land, business)

**Purchase of:**

**Sale by auction**

The Client does/does not *[delete as appropriate]* authorise the Agent to sell by auction.  
Refer Item E in Items Schedule.

### 4.1 Performance of Service

**To the Agent:** State how you will perform the service AND any conditions, limitations or restrictions on the performance of the service. (e.g. holding of open house, performing service as multi-list or conjunction sale, when and how auction to be conducted) *If space is insufficient, please attach additional sheet.*

### 4.2 Reserve or listing price:

*or Marketing Terms (e.g. Price Range)*

### 4.3 Single or Continuing Appointment

The Appointment is a:

- Single appointment (for a particular service)  
 Continuing appointment (for a number of services over a period)

End of continuing appointment:

**To the Client:** If the appointment is a continuing appointment, you may revoke it by giving 90 days notice in writing to the Agent, unless you and the Agent agree to a shorter notice period (but it must not be less than 30 days).

## 5. OPEN LISTING, SOLE AGENCY or EXCLUSIVE AGENCY

You may appoint an Agent to sell a property on the basis of an Open Listing or a Sole Agency or an Exclusive Agency.

### Open Listing

You appoint the Agent to sell the property, but retain the right to appoint other agents on similar terms, without penalty. The Agent's appointment can be ended by either you or the Agent at any time.

### Sole Agency and Exclusive Agency

You appoint the Agent for a specified term. For sales of up to 3 residential properties, the term is negotiable up to a maximum term of 60 days, after which the Agent can be reappointed for one or more further terms. In the case of 3 or more residential properties, the 60 day limit does not apply.

If you are dissatisfied with your Agent's service and want to appoint a new agent during the existing Agent's term, and your property is sold during that term, you may have to pay:

- (a) **two commissions** or a commission to each agent  
 (b) **damages for breach of contract** arising under the existing Agent's appointment.

### When You Must Pay the Agent

The table below shows when you will have to pay the Agent, if the property is sold during the term of the Agent's appointment.

Open Listing	Sole Agency	Exclusive Agency
<b>You must pay the Agent if:</b>	<b>You must pay the Agent if:</b>	<b>You must pay the Agent if:</b>
✗ You sell	✗ You sell	✓ You sell

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**5.1 Open Listing, Sole Agency or Exclusive Agency**

The appointment will be for a:

Open Listing

Sole agency

Exclusive agency

Commencement of Appointment - Refer to Item G in Items Schedule

Start date

Start date

End date

End date

For the sale of residential property, the term of a Sole or Exclusive Agency is negotiable between the Client and the Agent up to a maximum term of 60 days.

**5.2 End of Sole/Exclusive Agency: Option to continue as open listing**

**To the Client:** At the end of the Sole/Exclusive Agency, you may elect to continue the appointment of the Agent as an Open Listing, which may be ended at any time by you or the Agent.

The appointment will continue as an Open Listing until

(insert date)

The appointment will NOT continue as an Open Listing.

**6. COMMISSION**

**TO THE CLIENT:** The Property Agents and Motor Dealers Regulation 2001 sets a maximum amount of commission chargeable by your Agent for residential property.

**Please note you have a right to negotiate an amount lower than this amount of commission.**

**In any other transaction the fees and services are negotiable.**

**6.1 Agreed Commission**

The Client and the Agent agree that the total commission and GST payable for the service to be performed by the Agent is:

TOTAL COMMISSION \$  
GST \$  
TOTAL PAYMENT \$

**To the Client:** **Percentage** - Commission expressed as a percentage is worked out only on the actual sale price.

**Amount** - Commission expressed as an amount represents the commission payable if the property is sold at the listed price (see section 4.2 above). If the property is actually sold at a higher or lower price, the amount of commission payable may vary from the amount stated.

**6.2 When Payable**

[Agent to insert when commission is payable]

Refer Clause 2.1 of the Terms & Conditions

**7. FEES and CHARGES**

Please note that fees and charges chargeable under this Appointment are inclusive of Goods and Services Tax (GST).

The Client and the Agent agree that fees and charges to be charged for the Service are: [Please specify the items and amounts being charged].

**7.1 Amounts payable**

The Termination Penalty calculated in accordance with clause 12 of the Terms & Conditions.

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## 8. EXPENSES

### 8.1 Authorisation to incur expenses

The Client authorises the Agent to incur the following expenses in relation to the performance of the service/s: *[Agent to complete in relation to each service or category of service]*

#### 8.1.1 Advertising/Marketing (if any):

*Advertising (by any means) including those listed in the attached Advertising Program to the extent of \$ \_\_\_\_\_ ; or as listed below. \*Attach Advertising Program.*

*Marketing (by any means) including those listed in the attached Marketing Program to the extent of \$ \_\_\_\_\_ ; or as listed below. \*Attach Marketing Program.*

#### 8.1.2 Other [e.g. photocopying, telephone calls, facsimile transmissions, bank charges, postage, auctioneer's travel costs] *[please specify nature and amount of expenses]* and

*to be an amount not exceeding \$ \_\_\_\_\_ ; and*

*Refer expenses incurred in accordance with clause 7.2 of the Schedule; and clause 11.4 of the Schedule if the Appointment includes sale by auction.*

### 8.2 Agent's rebate, discount, commission or benefit

**To the Agent:** State the source and the estimated amount or value or any rebate, discount, commission or benefit that you may receive in relation to any expenses that you may incur in connection with the performance of the service:

Source	Estimated Amount (\$)/ Value (%)
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## 9. SIGNATURES

**To the Client:** If you want more information before you sign this form, you can visit the Office of Fair Trading's website at [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)

### Client

Name: ..... Name: .....

Signature: ..... Signature: .....

Date: ..... Date: .....

### Agent

Name: .....

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When performing this service, the Agent must comply with the code of conduct for Agents as set out in the *Property Agents and Motor Dealers (Real Estate Agency Practise Code of Conduct) Regulation 2001*. You can obtain a copy of this Code of Conduct on the Office of Fair Trading's website at [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au), from your local Office of Fair Trading (see White Pages) or by phoning 13 13 04.

## SCHEDULES OR ATTACHMENTS (if applicable)

### SCHEDULE

#### APPOINTMENT OF REAL ESTATE AGENT (SALES AND PURCHASES)



The Real Estate Institute  
of Queensland

Non Member Office

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##### ITEMS SCHEDULE

###### A. Advice as to Market Price

[Cross Applicable Box]

- The Client acknowledges that the Agent **has not** given the Client a market price in obtaining an initial listing for the Property.
- The Client acknowledges that the Agent **has** given the Client a market price in obtaining an initial listing of the Property in the following range:

[Insert Range]

The material facts which the Agent took into account in arriving at the Property market price are:

[Cross Applicable Box]

- listed in the attached competitive marketing analysis [attach analysis]
- listed below:

(Example: comparable sales in the vicinity)  
[If additional space is needed, please supply these details in an Annexure]

###### B. Conjunctions

The client instructs the Agent to accept conjunctural arrangements for a Conjunction Sale of the Property with other agents during the term of this appointment:

[Cross Applicable Box]

- Yes Appointer's Commission is:  
Appointed Agent \_\_\_\_\_ % /Conjuncting Agent \_\_\_\_\_ %
- No

###### C. Managing Agent for Tenant

Name:

ABN:

Address:

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**D. Solicitors Details for Client**

Name:

Address:

Telephone no:

Facsimile no:

Email:

**E. Auction**

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

[Cross Applicable Box]

- No Clause 11 of this Schedule will not apply.
- Yes Clause 11 of this Schedule will apply and the following details must be completed.

- (1) Date of Auction
- (2) Place of Auction
- (3) Time of Auction
- (4) Fee for Auctioneer
- (5) Terms of Sale:

[Cross Applicable Box]

- Cash, with settlement 30 days from the date of the Contract
- Other [please specify]

**F. Multilist - (An Exclusive Agency as nominated in Clause 5.1)**

[Cross if applicable]

- (1) The Client authorises the Agent to immediately list the Property through the Multiple Listing Service of Queensland.
- (2) The Client authorises the Agent to give particulars of this listing and any subsequent sales details to any person, including participants of the Multiple Listing Service of Queensland.
- (3) The Client authorises the Agent to place this listing on the Internet.

**Client please note:** Multiple Listing is not available under an Exclusive Agency Agreement. Your attention is directed to the clauses in this form which specify the events in which you are liable to pay commission. If you have previously listed the Property with other agents, you should advise them immediately of the Multiple Listing.

**Agent please note:** To Multilist please ensure that Exclusive Agency is selected under Clause 5.1 of the Appointment. Multilist Agent must forward pages 1-7 of this Agreement to Multilist.

**G. Open Listing (as per clause 5.1) - Commencement of Appointment**

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

Commencement date:

**SIGNATURE OF PARTIES**

[Signature lines for parties]

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# PROPERTY DESCRIPTION DETAILS

<b>RES</b>	<b>Property Type</b> (Check One) <input type="checkbox"/> House <input type="checkbox"/> Townhouse <input type="checkbox"/> Unit <input type="checkbox"/> Acreage <input type="checkbox"/> Duplex <input type="checkbox"/> Farm <input type="checkbox"/> Apartment <input type="checkbox"/> Vacant Land <input type="checkbox"/> Mobile home	<b>For sale at price \$</b> OR <input type="checkbox"/> Auction <b>Search Price Indicator</b> <input type="checkbox"/> Tender      Min \$ <input type="text"/> <input type="checkbox"/> Negotiation      Max \$ <input type="text"/>	<b>Agency Period</b> From <input type="text"/> to <input type="text"/> <i>(enter expiry date of listing agreement)</i>
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**Address**

<b>Room details</b> (Total number of) Bedrooms <input type="text"/> Bl <input type="text"/> Lounge <input type="text"/> Dining <input type="text"/> Lounge/Dining Comb <input type="text"/> Rumpus/Family <input type="text"/> Media room <input type="text"/> Bathroom <input type="text"/> Kitchen <input type="text"/> Dining/Kitchen Comb <input type="text"/> Pantry <input type="text"/> Ensuite <input type="text"/> Separate toilets <input type="text"/> Separate shower <input type="text"/> Laundry <input type="text"/> Study/Office <input type="text"/> G/shed/Shed/Stables <input type="text"/> Other rooms <input type="text"/>  <b>Construction</b> (check as applies) <input type="checkbox"/> Brick <input type="checkbox"/> Timber <input type="checkbox"/> Concrete <input type="checkbox"/> Hardiplank <input type="checkbox"/> Fibro <input type="checkbox"/> Rendered <input type="checkbox"/> Cladding <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Block  <b>Roof</b> (check one) <input type="checkbox"/> Tiles <input type="checkbox"/> Fibro <input type="checkbox"/> Iron <input type="checkbox"/> Colorbond  <b>Style</b> (check one) <input type="checkbox"/> Colonial <input type="checkbox"/> Contemporary <input type="checkbox"/> Brick and tile <input type="checkbox"/> Federation <input type="checkbox"/> Mediterranean <input type="checkbox"/> Pole home <input type="checkbox"/> Queenslander <input type="checkbox"/> Post War	<b>Type</b> (check one) <input type="checkbox"/> Highset <input type="checkbox"/> Lowset <input type="checkbox"/> Splitlevel <input type="checkbox"/> Double storey <input type="checkbox"/> Multilevel  <b>Services</b> (check as applies) <input type="checkbox"/> Town water <input type="checkbox"/> Sewered <input type="checkbox"/> Septic <input type="checkbox"/> Gas in street <input type="checkbox"/> Cable in street  <b>Car Parking</b> (# of spaces) Garage <input type="text"/> Carport <input type="text"/> Other <input type="text"/>  <b>Interior Walls</b> (check as applies) <input type="checkbox"/> Plasterboard <input type="checkbox"/> Timber <input type="checkbox"/> Brick <input type="checkbox"/> Block <input type="checkbox"/> Fibro  <b>Appliances</b> (check as applies) <input type="checkbox"/> Gas stove <input type="checkbox"/> Electric stove <input type="checkbox"/> Oven <input type="checkbox"/> Hot Plate <input type="checkbox"/> Rangehood <input type="checkbox"/> Microwave <input type="checkbox"/> Refrigerator <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal Unit <input type="checkbox"/> Washing machine <input type="checkbox"/> Dryer <input type="checkbox"/> Vacuum  <b>Hot Water System</b> (check as applies) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<b>Features</b> (Check or number as applies) <input type="checkbox"/> Cable TV <input type="checkbox"/> Fireplace <input type="checkbox"/> Air conditioned <input type="checkbox"/> Ducted <input type="checkbox"/> Split systems <input type="checkbox"/> Heated <input type="checkbox"/> Verandah/Deck <input type="checkbox"/> Entertaining area/Pergola <input type="checkbox"/> Terrace/Paved <input type="checkbox"/> B.B.Q. <input type="checkbox"/> Bar <input type="checkbox"/> In-ground pool <input type="checkbox"/> Above-ground pool <input type="checkbox"/> Fence <input type="checkbox"/> Includes fence <input type="checkbox"/> Tennis court <input type="checkbox"/> Water storage <input type="checkbox"/> Water access <input type="checkbox"/> Jetty <input type="checkbox"/> Sauna <input type="checkbox"/> Gym <input type="checkbox"/> Ceiling fans <input type="checkbox"/> Security system <input type="checkbox"/> Intercom system  <b>Community Facility</b> (close by) Primary school <input type="text"/> m Secondary school <input type="text"/> m Bikeway <input type="text"/> m Park <input type="text"/> m Sporting facilities <input type="text"/> m  <b>Transport</b> (close by) Bus <input type="text"/> m Train <input type="text"/> m Ferry <input type="text"/> m  <b>Outlook</b> (check 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	<b>Age</b> <input type="text"/> (years) <b>Land</b> <input type="text"/> (approx m2) <input type="text"/> (approx HA) <b>R.P.D.</b> <input type="text"/>  <b>Electrical Safety Switch</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Encumbrances</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Zoning</b> <input type="text"/> <b>Rates \$</b> <input type="text"/> <input type="checkbox"/> Qtr <input type="checkbox"/> Half year <input type="checkbox"/> Year  <b>Vacant Possession</b> <input type="text"/> days  <b>Tenanted</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Inspection</b> <input type="checkbox"/> Call Listing Agent <input type="checkbox"/> 24hrs notice required <input type="checkbox"/> Specify <input type="text"/>  <b>UNIT USE ONLY</b>  <b>Body Corporate Fees</b> (Inc Sink Fund) \$ <input type="text"/> Period <input type="text"/>  <b>Floor Level</b> <input type="text"/>  <b>Lift</b> (check one) <input type="checkbox"/> Yes <input type="checkbox"/> No
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**Remarks**

Seller (optional)  
 Phone       Mobile       Email

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**1. PRICE**

1.1 The Client instructs the Agent that the Price at which the Agent must offer to sell the Property will be the Price stated in Clause 4.2 of the Appointment.

**2. ENTITLEMENT TO COMMISSION**

2.1 The Client agrees to pay the Agent commission as specified in the Appointment 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:

- (1) the Contract of Sale of the Property is completed; or
- (2) the Client defaults under the Contract of Sale and that Contract is terminated by reason of or following that default; or
- (3) the Contract of Sale is not completed and the whole or part of the deposit paid is liable to be forfeited; or
- (4) the Contract of Sale is terminated by mutual agreement of the Client and the buyer.

2.2 For the purposes of clause 2.1 a Relevant Person is, where the Appointment is for:

- (1) an Exclusive Agency, any person (including the Client); or
- (2) a Sole Agency, any person other than the Client; or
- (3) an Open Listing, the Agent only.

**3. AUTHORITY TO PAY COMMISSION**

3.1 The Client:

- (1) authorises the Agent, and
- (2) authorises and directs the deposit holder or another 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 Appointment and this Schedule or a copy of them.

3.2 The Client agrees that the Agent's receipt for the payment of commission under clause 3.1 completely discharges the deposit holder from any duty to pay to the Client for the commission paid to the Agent.

**4. COMMUNICATION OF EXPRESSIONS OF INTEREST**

4.1 The Client acknowledges that, but for this Schedule or unless otherwise agreed by the Client in writing, S.11(2) of the Code of Conduct would require the Agent to immediately communicate to the Client each expression of interest, whether written or oral, about the sale.

4.2 Despite S.11 of the Code of Conduct, the Client:

- (1) only requires the Agent to communicate to the Client:

- (2) acknowledges that by signing this Schedule, the Client is taken to have directed in writing that S.11(2) of the Code of Conduct does not apply to this Appointment.

**5. CONJUNCTIONS**

5.1 If the Property is a place of residence, business or land, the Client acknowledges that before accepting the Appointment, the Agent:

- (1) explained to the Client:
  - (a) general issues about a Conjunction Sale; and
  - (b) issues about a Conjunction Sale relevant to the sale of this Property, if the sale is to be a Conjunction Sale; and
- (2) disclosed to the Client the Agent's policy about Conjunction Sales.

5.2 If the Agent is to accept conjunctional arrangements, the percentage application of commission between agents will be as specified in Item B of the Items Schedule.

**6. SOLICITOR DETAILS FOR CLIENT**

6.1 The Client states that details of the Client's solicitor are as stated in Item C of the Items Schedule.

**7. DISCLOSURE OF RELEVANT FACTS (PROPERTY FORM)**

7.1 The Client states that:

- (1) the Property is the Client's own property;
- (2) the Agent is entitled to sell the Property on behalf of the Client; and
- (3) the particulars about the Property contained in the Property Description Details are correct.

7.2 The Client authorises the Agent at the Client's cost to:

- (1) take reasonable steps to find out or verify:
  - (a) the ownership of the Property; and
  - (b) the description of the Property; and
- (2) take such other reasonable steps to find out or verify the facts material to the sale or exchange that a prudent 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.

7.3 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 7.

7.4 This clause 7 does not oblige the Agent to undertake searches with public authorities.

**8. NOTIFICATION OF SALE TO TENANT**

8.1 If the Property is a place of residence or business that is

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8.2 The Client acknowledges that in accordance with the Code of Conduct, where the Agent accepts an appointment to sell a property that is a place of residence or business that is tenanted:

- (1) The Agent must immediately give written notice of the appointment to any managing agent of the Property; and
- (2) The managing agent must immediately give the tenant notice of the appointment of the Agent to sell the Property.

## 9. NO PRIOR APPOINTMENT OF ANOTHER AGENT

The Client states that there are no unexpired sole agencies or exclusive agencies for the sale of the Property.

**(Note: If this statement is not correct, this clause must be deleted and the Client must sign a written statement in accordance with the Code of Conduct acknowledging the appointment of another agent under the sole agency or exclusive agency prior to entering into the appointment.)**

## 10. WARNING STATEMENTS

10.1 The Client authorises the Agent to give on behalf of the client any warning statement, disclosure statement or other notice that may be required to be given by the Client in accordance with any law.

10.2 Nothing in this clause 10 requires the Agent to give the warning statement, disclosure statement or other notice on behalf of the Client. The Agent may require the Client to sign the warning statement, disclosure statement or other notice on the Client's own behalf.

## 11. AUCTION

11.1 The Reserve Price shall be the amount specified in Clause 4.2 of the Appointment or as instructed to 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 Item E of the Items Schedule or as otherwise agreed with the Client in writing prior to the time.

11.3 The general conditions of sale shall be those set out in:

- (1) the Conditions of Sale by Public Auction Real Property adopted by the REIQ;
- (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 this Schedule.

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

## 12. AGENTS ENTITLEMENT TO TERMINATION PENALTY

12.1 In this clause 12:

- (1) "Relevant Contract" means a relevant contract as defined in the Act; and
- (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:

- (1) the Contract of Sale is a Relevant Contract; and
- (2) the buyer validly terminates the contract at any time before the cooling-off period ends in accordance with the Act; and
- (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:

- (1) authorises the Agent; and
- (2) authorises and instructs the deposit holder or any other person to whom any deposit is paid under a Contract

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 Appointment and this Schedule or a copy of them.

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. DEFINITIONS

In this Schedule:

- (1) "**Act**" means the Property Agents and Motor Dealers Act 2000;
- (2) "**Agent**" means the party named as Agent in item 2 of the Appointment;
- (3) "**Appointment**" means the PAMD Form "22a" Appointment to Act as Real Estate Agent appointment form prescribed under the Act;
- (4) "**Client**" means the party named as Client in item 1 of the Appointment;
- (5) "**Code of Conduct**" means the Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001;
- (6) "**Commission**" means the commission stated in item 6 of the Appointment;
- (7) "**Conjunction Sale**" means a sale conducted in conjunction with other agents;
- (8) "**Items Schedule**" means the Items Schedule forming part of this Schedule;
- (9) "**Property**" means the property described in item 3 of the Appointment;
- (10) "**Property Description Details**" means the particulars listed in the Property Description Details annexed to this

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