



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

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address

Suburb State Postcode

Phone Fax Mobile

Email address

Client 2

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

Client name

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address

Suburb State Postcode

Phone Fax Mobile

Email address

Part 2—Licensee details

Licensee type

More than one box may be ticked if appropriate.

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

Licensee name

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

☒ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name McGRATH GOLD COAST

Licensee name (corporation, if applicable) AGENT PRO PTY LTD IN CONJUNCTION WITH RLS ESTATE TRUST T/AS McGRATH GOLD COAST

ABN 74625856340

ACN 625856340

Licence number 4218271

Expiry

1	5
D	D

 /

0	6
M	M

 /

2	0	2	7
Y	Y	Y	Y

Address 155 FERRY ROAD

Suburb SOUTHPORT State

Q	L	D
---	---	---

 Postcode

4	2	1	5
---	---	---	---

Phone 07 5570 7000 Fax 07 5570 7099 Mobile 0405 109 520

Email address richardsnowden@mcgrath.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 PROPERTY

Address

Suburb State QLD Postcode

Lot Plan.....

Title reference

Part 4—Appointment of property agent

Section 1

Performance of service

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

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

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

Section 2

Term of appointment

Sole and exclusive appointments: for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

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

Section 3

Price

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

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

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

Section 4

Instructions/conditions

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

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

Part 5—Termination of appointment

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 1

Date / /
D D M M Y Y Y Y

Client 2

Date / /
D D M M Y Y Y Y

Agent

Date / /
D D M M Y Y Y Y

Part 7—Commission

To the client

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

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

To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission **including GST payable** for the service to be performed by the agent is:

2.5% OF THE PURCHASE PRICE PLUS GST EQUALS 2.75% INCLUSIVE OF GST

When commission is payable

- ☐ For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.
- ☒ Other Commission is payable as per Section 5 of 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.

PLEASE SEE ATTACHED MARKETING SCHEDULE (IF APPLICABLE)

AML IDENTIFICATION CHECK \$143 INCLUDING GST

Authorised amount \$

When payable / /
D D / M M / Y Y Y Y

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 \$.0

Property Management

Routine Repairs

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$.0

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

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

Section 4

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

Service

Source

Estimated amount

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

This area has been intentionally left blank.

Part 9—Signatures

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

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the ‘agent’) for the sale, letting/management, collection of rent, auction or purchase of real property. 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 / /

Client 2

Full name.....
.....

Signature / /

Agent

A registered real estate salesperson working for an agency or an authorised representative of a corporate entity, in accordance with the *Corporations Act 2001* (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

..... (the agent) to / /

Client's name.....
.....

Signature / /

Client's name.....
.....

Signature / /

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: _____

CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ EMAIL: _____

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:

AMOUNT OF COVER:

_____ \$

POLICY NUMBER:

EXPIRY DATE:

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

Item 2 PROPERTY DETAILS

ADDRESS: _____
SUBURB: _____ STATE: QLD POSTCODE: _____
DESCRIPTION: Lot: _____ Plan: _____ Title Reference: _____
AREA: m2 Sold as: ☒ Freehold ☐ Leasehold
PRESENT USE: RESIDENTIAL PROPERTY
LOCAL GOVERNMENT: GOLD COAST CITY

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 ACCOMMODATION

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

If yes,

TENANTS NAME: _____

TERM AND OPTIONS (including option to renew): _____

VACANT POSSESSION: _____

START DATE OF TERM: _____	END DATE OF TERM: _____	CURRENT RENT: _____	PER: _____	BOND: _____
		\$ _____		\$ _____

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? _____

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: _____
PROPERTY MANAGER: _____
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
PHONE: _____ EMAIL: _____

SALE OF LOTS IN BODY CORPORATE SCHEMES

If the Property is a lot in a community titles scheme or a lot in a parcel under the Building Units and Group Titles Act, additional information will be required for the Agent to prepare a Contract of Sale.

- ☐ The Client authorises and instructs the Agent to request from the body corporate the relevant information for the seller warranties and contractual rights in the Contract of Sale.
- ☐ The Client will provide the relevant information to the Agent to complete the seller warranties and contractual rights in the Contract of Sale. If the Client is providing this information, please complete the attached Additional Contract Information Annexure.

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

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.

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 has not requested information about the market price for the Property and acknowledges that the Client will not receive any advice from the Agent in relation to the market price for the Property, unless the Client later provides 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 _____
- ☐ 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: \$ 990 _____
- (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: mcgrath.com.au/privacy

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.

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

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.

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

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:

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

IMPORTANT NOTE: From 1 July 2026, mandatory statutory obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) will commence and apply to the real estate profession in Australia. The Agent can only provide the services detailed within this agreement for legitimate purposes for Clients and where customer due diligence is completed.

WARNING: The Agent is not obligated, and may be unable, to provide any advice or respond to the Client about the customer due diligence, including the risk assessment undertaken or the outcome. Clients should seek independent legal advice should they have any questions about the Agent's statutory obligation.

The Client acknowledges and agrees that in order for the Agent to comply with its obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the associated rules, the Agent may require the Client (or anyone of whose behalf the Client is acting) to provide information and documents the Agent reasonably requires to carry out customer due diligence. If the requested information is not provided to the Agent or cannot be verified, the Agent may be unable to provide the services under this agreement.

The Client expressly consents to:

- the collection and verification of personal and sensitive information on the Client for the purposes of customer due diligence. Where the Agent collects personal and sensitive information about a person associated with the Client or on whose behalf the Client is acting, the Agent will use that information solely for compliance with the Agent's legal obligations. The Client agrees to inform the person of this and the existence of the Agent's privacy policy, notice and/or consent;
- be invoiced for any costs and expenses incurred as detailed in Part 8 of the Form 6 Appointment of Property Agent, and as varied by annexure A AML/CTF Costs Variation (if applicable) for the purposes of:
 - independently verifying information about the Client, persons associated with the Client or anyone of whose behalf the Client is acting as part of customer due diligence; and
 - all other AML/CTF administrative and compliance related costs and expenses reasonably incurred by the Agent as part of the Agents AML/CTF compliance obligations.
- the use of the information by the Agent to comply with its AML / CTF legal and regulatory obligations; and
- the disclosure of this information to third parties, including but not limited to external AML/CTF service providers, other reporting entities, identity verification providers, professional advisers, government authorities (including AUSTRAC) and other real estate professionals (to the extent they act on behalf of a counterparty to an executed contract of sale), where necessary for AML/CTF compliance purposes or any other disclosures permitted or required by law .

Consent:

- ☐ Yes - The Client consents to the collection disclosure of Client Data
- ☐ No - The Client does not consent to the disclosure of Client Data

SIGNATURE OF PARTIES

Client 1:	_____	Date:	_____
Client 2:	_____	Date:	_____
Client 3:	_____	Date:	_____
Client 4:	_____	Date:	_____
Agent:	_____	Date:	_____

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

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 “**AML/CTF Laws**” means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Anti-Money Laundering and Counter-Terrorism Financing Rules 2025 (Cth) and any other anti-money laundering or counter-terrorism financing laws, rules or regulations including any laws, rules or regulations imposing “know your customer” or other identification checks or procedures, that apply to the Agent, in connection with this Appointment.
- 1.4 “**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.
- 1.5 “**Client**” means the party described in Part 1 of the Appointment of Property Agent.
- 1.6 “**Commission**” means the commission stated in Part 7 of the Appointment of Property Agent.
- 1.7 “**Conjunction Sale**” means a sale conducted in conjunction with other property agents.
- 1.8 “**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;
- 1.9 “**Electronic Signature**” means an electronic method of signing that identifies the person and indicates their intention to sign.
- 1.10 “**Property**” means the property described in Part 3 of the Appointment of Property Agent.
- 1.11 “**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.
- 1.12 “**REIQ**” means The Real Estate Institute of Queensland.
- 1.13 “**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;
- 1.14 “**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 Regulations 2024* (QLD).
- 1.15 “**Schedule**” means the Residential Sales Schedule annexed to the Appointment of Property Agent forming part of this Agreement.
- 1.16 “**Term**” means the term specified in Part 4, Section 2 of the Appointment of Property Agent.
- 1.17 “**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 of 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.

3A. TERMINATION BY AGENT

If:

- 3A.1.1 the Client fails to provide information and documents the Agent reasonably requires to carry out customer due diligence under the AML/CTF Laws;
 - 3A.1.2 the Agent is concerned (acting reasonably) that the Agent is or may be unable to meet their obligations under the AML/CTF Laws; or
 - 3A.1.3 in the reasonable opinion of the Agent, it is or may be impracticable for the Agent to meet their obligations under the AML/CTF Laws,
- the Agent may terminate this Appointment by notice to the Client and the Client will have no claim against the Agent for such termination.

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:
 - (a) the ownership of the Property; and
 - (b) the description of the Property;
 - 8.2.2 take such other reasonable steps to find out or verify the facts material to the sale, exchange or lease that a prudent property agent would find out or verify in order to avoid error, omission, exaggeration or misrepresentation. These steps may be taken before listing the Property and afterwards as the occasion arises;
- 8.3 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:
 - (a) prepare the Seller Disclosure Statement;
 - (b) undertake searches with third party search providers in accordance with the Client's instructions contained in the Search Authority; and
 - (c) 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:

- (a) the information provided to the Agent from the Client in the Property Information; and
 - (b) information about the Property received by the Agent from third party search providers, as instructed by the Client in the Search Authority; and
 - (c) 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:
 - (a) prepare the Seller Disclosure Statement; and
 - (b) 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:
 - (a) agree to enter into this Agreement in electronic form; and
 - (b) consent to either or both parties signing the Agreement using an Electronic Signature.
- 10.4 The Client authorises the Agent to give on behalf of the Client any statement or other notice that may be required to be given by the Client in accordance with any law.
- 10.5 Nothing in this Clause 10 requires the Agent to give a statement or other notice on behalf of the Client. The Agent may require the Client to sign the statement or other notice on the Client's own behalf.

11. AUCTION

- 11.1 The Reserve Price shall be the amount specified in Part 4, Section 3 of the Appointment of Property Agent or as instructed by the Client in writing prior to the time of Auction.
- 11.2 The date, place and time for the Auction shall be as specified in Part 4, Section 1 of the Appointment of Property Agent and Item 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
 - 13.1.3 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.

Privacy Collection Statements & Consent

Important note: please read the information below before signing this form.

REIQ – Privacy Collection Statement & Consent

1. This document has been prepared using the REIQ Forms platform ("**Platform**") provided by the Real Estate Institute of Queensland ("**REIQ**"), which is subject to the Realworks Terms of Use and REIQ Privacy Policy available on REIQ's website.
2. The Platform uses products and/or software of third parties that are integrated with the Platform. This includes, without limitation, certain software provided by Land Services SA Operating Pty Ltd ("**LSSA**").
3. By signing this document, you confirm you have read and understood the information set out on this page and provide informed consent that REIQ, LSSA and other third parties approved by REIQ whose products and/or services are integrated with the Platform:
3.1 will have access to data (including personal information) contained in this document; and 3.2 can use and retain such data:
 - (a) to provide and improve their products and/or services associated with the Platform;
 - (b) to create and use de-identified data on an aggregated or non-aggregated (but de-identified) basis, including to provide property information products and reports showing market insights, comparisons and trends in sales figures, rental turnover or property attributes, to create automated valuations models, to train artificial intelligence models, and to deliver tools, reports and products for real estate agencies and other commercial businesses for use in their business; and
 - (c) for any purpose ancillary or associated with the above.
4. If you would like more information about how REIQ will handle personal information, how you can request that we amend or correct your personal information, how you can complain about REIQ's handling of personal information, and REIQ's contact details, please visit <https://www.reiq.com/about-us/policies/privacy-policy>.

LSSA – Privacy Collection Statement

5. Land Services SA Operating Pty Ltd ACN 618 229 815 ("**LSSA**") provides REIQ with products and services related to the Platform, and in doing so, collects the information (including personal information) uploaded to the Platform ("**Data**"). LSSA uses the Data to manage and provide the Platform, and for the further purposes described below.
6. LSSA will also collect, hold, use, and disclose this personal information to analyse the Data alone and in combination with other data, to derive insights and analysis. That Data, derived data, insights and analysis will be used to develop, offer and provide data products and services with REIQ to real estate institutes, real estate agents and other third parties interested in the residential and commercial property market. The nature of these data products and services will change over time depending on customer needs and preferences but may include reports available online that summarise property trends (such as trends in rental turnover by suburb, or trends in property sales turnover by suburb). If you would like more information about LSSA will handle the personal information, how you can seek or request correction of personal information, how you can complain about LSSA's handling of personal information and LSSA's contact details, please visit <https://www.landservices.com.au/privacy>.
7. LSSA will generally disclose this personal information to third parties who provide products and services to LSSA (where disclosure may be necessary to provide such products and services) and where personal information is included in the Data for the products and services described above, to LSSA's customers of those products and services. Generally, LSSA will not disclose any personal information outside of Australia.
8. If you do not provide LSSA with the personal information requested through the platform, you may be unable to use the Platform to submit your application, enquiry, request or other matter contemplated by the form.
9. The statement above has been prepared and authorised by LSSA.

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

Things you should know.

Our Pay Now and Pay Later solutions have many benefits. Depending on your choice, different features and obligations will apply.

If you choose to Pay Now

- > Payment is due prior to your advertising commencing.
- > Payment can be made through our secure payment gateways, including EFT, BPAY, VISA, MasterCard, Amex, Apple Pay, UnionPay or Google Pay.
- > For Apple Pay and Google Pay, standard charges of 1.1% apply.
- > For Credit Card payments, standard charges of 1.1% apply for Visa/MasterCard, and 2.0% for Amex and UnionPay. Standard charges of 0.5% apply for Debit Cards.
- > For International Credit Card payments, standard charges of 3.3% apply for Visa/MasterCard, and standard charges of 3.3% apply for Debit Cards.

If you choose to Pay Later

- > You are entering into a contract with CampaignAgent for the payment of your marketing.
- > We will provide funds to your agent on your behalf.
- > Then, you pay us on the earlier of settlement, early deposit release, withdrawal, or the Pay Later Date (6 months from loan commencement).
- > If your property has not settled by the Pay Later Date, you must still pay CampaignAgent by this date.
- > Pay Later campaigns incur a flat 7.65% fee, with no penalty interest.
- > In the event that the full amount of the funding and fees is not paid in full, CampaignAgent reserves the right to place a caveat on the property.
- > Advertising funds can be spent on marketing, styling and cosmetic improvements. You can borrow up to \$25,000 or 2% of the estimated sale price – whichever's greater. Subject to eligibility criteria, assessment and approval. Terms and conditions apply.

What are the eligibility requirements for Pay Later?

The Pay Later option is only available for Australian residents. The property must have a certificate of occupancy if it is a new build, off-the-plan sales are not eligible for Pay Later funding.

Do I have to sign off on any Terms and Conditions if I want to Pay Now?

No! By selecting Pay Now you are simply using CampaignAgent to securely process the payment of your marketing campaign.

How is the funding provided?

CampaignAgent will provide the funding for your marketing campaign directly to your real estate agent.

For Pay Later, when do I have to pay?

Payment is due on the earlier of settlement, early deposit release, withdrawal, expiration of your agent's sales authority, or the Pay Later Date (6 months from loan commencement).

Who actually organises my marketing campaign?

Your marketing campaign will be arranged by your real estate agent, with payment provided via CampaignAgent.

What if I choose to withdraw my property from sale?

For Pay Later, the full amount borrowed (plus fees) must be immediately repaid by you to CampaignAgent.

What if my settlement date extends beyond the Pay Later Date?

You must still pay by the Pay Later Date.

Can I add more marketing after the campaign commences?

Yes! It's easy to add more marketing. Your agent can submit a digital request for the additional spend, and you can choose to Pay Now or Pay Later.

What are the fees for Pay Later?

Pay Later campaigns incur a flat 7.65% fee, with no penalty interest.

Need to know more?



1300 882 622



info@campaignagent.com.au



campaignagent.com.au

Campaign[®] Agent

Pay Now, Pay Later Real Estate.

Excellent 
★ Trustpilot | Rated 4.5 out of 5



Property marketing

Empowered

The leading provider in Pay Now, Pay Later Real Estate.

**Campaign[®]
Agent**

Pay Now, Pay Later Real Estate.



Manage your marketing costs.

Over 450,000 vendors have used CampaignAgent's Pay Now or Pay Later options to manage the cost of property marketing through leading real estate agencies across Australia. That's why more vendors choose CampaignAgent than any other provider in real estate.

How it works

Once you have agreed your marketing strategy with your real estate agent, you can choose to Pay Now or Pay Later for the marketing costs.

Pay Now

- > Pay upfront with Amex, Visa/MasterCard, Apple/Google Pay, UnionPay, PayID, BPAY or Debit Card.

Pay Later

- > Borrow up to \$25,000 or 2% of the estimated sale price – whichever's greater[#]
- > Get fast funding for marketing, staging, and cosmetic improvements
- > Relax with up to 6 months to repay^{*}
- > Enjoy a Flat 7.65% fee - No interest!
- > Say No - No waiting, no messing around.

*Pay Later is a credit product issued by CampaignAgent Pty Ltd. Pay Later (VPAPay) loans incur a flat 7.65% fee, with no penalty interest. In the event that the full amount of the funding and fees is not paid in full, CampaignAgent reserves the right to place a caveat on the property. [#]You can borrow up to \$25,000 or 2% of the estimated sale price – whichever's greater. Loan repayment is due on the earlier of settlement, early deposit release, withdrawal from sale, or the Pay Later Date (6 months from loan commencement). Subject to eligibility criteria, assessment and approval. Terms and conditions apply.

Homeowners who choose Pay Now

Can select any applicable payment method to pay upfront and complete their transaction. Funds are then sent to their agent.

Homeowners who choose to Pay Later

Can defer payment for their real estate marketing until their property has sold and reached settlement, subject to terms and approval criteria.*

Put your property in the spotlight

Our pay later option can be used to fund stylists, tradesmen and hire services (through your agency) now, and pay later, just like you can with your marketing.

What people say

Excellent



★ Trustpilot | Rated 4.5 out of 5[^]

Need to know more?



1300 882 622



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**Campaign[®]
Agent**

Pay Now, Pay Later Real Estate.

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FORM 2 & BUILDING & PEST

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Queensland's Property Law Act 2023 requires a signed Form 2 before contracts are signed.

Service	Price
Building & Pest	\$439
Form 2	\$400*
Bundle Saving	-\$100
Bundle Price	\$739**

*If a property is a community title cost is \$600 inc GST. Total would be \$939
**\$200 vendor refund upon successful buyer

4 good reasons to get a report before you go to market



MITIGATE RISKS

Identify issues with your property upfront and fix if required. Your agent can remain in control while negotiating.



INSTILL BIDDER CONFIDENCE

Potential buyers may not feel confident about making an offer if relevant reports are not available - they could be your ideal purchaser.



IDENTIFY SERIOUS BUYERS

Your agent can track who is genuinely interested in your property. The successful buyer will be changed for the report if viewed on request.



AVOID DELAYS

Don't risk losing a sale because potential buyers lose interest, change their mind or end up finding another property.



Order now

