

## Appointment to act as pastoral house

Property Agents and Motor Dealers Act 2000

This form is effective from 1 July 2009

ABN: 97 406 359 732

Department of **Employment, Economic  
Development and Innovation (DEEDI)**

### WARNING

The client is advised to seek independent legal advice before signing this form.

A pastoral house ('pastoral house') must not act for a client ('client') unless the client first appoints the pastoral house by signing this appointment. The pastoral house must give a copy of this signed appointment to the client.

For sale of property: If the client proposes to appoint the pastoral house on the basis of a sole or exclusive agency, the client must sign a PAMD Form 25 'Sole or exclusive agency notice' **BEFORE** the client signs this appointment. If this is not done, then this appointment for a sole or exclusive agency will be ineffective.

### Instructions

Please complete in **BLOCK** letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form, please contact the Office of Fair Trading on 13 13 04.

### Part 1—Client details

#### 1.1 Client name and address

Preferred title  Mr  Mrs  Ms  Miss Other (specify) .....

First name ..... Last name .....

Address .....

Suburb ..... State  Postcode

#### 1.2 Client contact details

Phone ( ) ..... Fax ( ) .....

Phone (home) ( ) ..... Mobile .....

Email address .....

### Part 2—Pastoral house details

#### 2.1 Pastoral house name and address

Name .....

ABN:

Address .....

Suburb ..... State  Postcode

#### 2.2 Pastoral house contact details

Phone ( ) ..... Fax ( ) .....

Mobile .....

Email address .....

#### 2.3 Pastoral house licence details

Licence number .....

Licence expiry date  /  /   
D D / M M / Y Y Y Y

## Part 3—Property details

### 3.1 Property details

Address .....

Suburb ..... State  Postcode

Lot ..... Plan .....

Title reference .....

## Part 4—Appointment for sale of property

### 4.1 Type of appointment

Tick whichever applies.

For sale of property, the appointment will be for:

an open listing       a sole agency       an exclusive agency

For more information about an open listing, a sole agency and an exclusive agency, please refer to the notes on page 6.

### 4.2 Commencement of appointment

Unless otherwise stated, the commencement date for the appointment will be the date on which both the client and the pastoral house sign this appointment.

(If the client and the pastoral house sign this appointment 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 pastoral house sign this appointment, please state that date:

Commencement date:  /  /   
D D M M Y Y Y Y

### 4.3 End of appointment

You only need to state the date that this appointment ends in two situations:

- (i) If you are appointing a pastoral house **to sell property** and you have chosen to appoint the pastoral house on the basis of **sole or exclusive agency** (not an open listing), then you must have already signed a *Form 25 'Sole or exclusive agency notice'*.

The end date for the sole or exclusive agency (as stated in the Form 25)

is:  /  /   
D D M M Y Y Y Y

(If you are appointing a pastoral house to sell property on the basis of an open listing, the appointment can be ended at any time by the client or the pastoral house. You may choose to end the appointment by giving a signed written notice to the agent.)

(If you are appointing a pastoral house to sell property on the basis of an open listing, the appointment can be ended at any time by the client or the pastoral house. You may choose to end the appointment by giving a signed written notice to the pastoral house.)

- (ii) If you are appointing the pastoral house on the basis of a **continuing appointment**, you must state the date that the appointment will end.

An appointment may be for a particular service (a 'single appointment'), such as a sale or purchase of a property, or for a number of services over a period (a 'continuing appointment').

Please note that if you enter a continuing appointment and wish to terminate the appointment before the end date, you must give the pastoral house a signed written notice and up to 90 days notice, unless you and the pastoral house agree to a shorter notice period (of not less than 30 days).

The date this continuing appointment ends is:  /  /   
D D M M Y Y Y Y  
 (If applicable)

Otherwise, you may state the date the appointment ends:  /  /   
D D M M Y Y Y Y



**Part 6—Commission continued**

**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 or chattel 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**

Please state when commission is payable.

.....   /   /      
D D / M M / Y Y Y Y

**Part 7—Fees and charges**

**7.1 Amount payable**

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

The client and the pastoral house agree that fees and charges to be charged for the service are:

(Please specify the items and amounts being charged) .....

.....

.....

.....

.....

.....

**7.2 When payable**

**Please note** that expenses can only be charged on the actual cost of expenses incurred.

Please state when fees and charges are payable .....

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*(If additional space is needed, please supply these details in the Schedule)*

**Part 8—Expenses**

Tick whichever applies.

The pastoral house is authorised by the client to incur the following expenses for the service:

- Advertising                       Marketing                       Travelling
- Other expenses (please specify) .....
- .....

The pastoral house  will  will not receive a rebate, discount, commission, or benefit in relation to incurring these expenses.

If a rebate, discount, commission or benefit is to be received by the pastoral house, the source and estimated amount or value of any such rebate, commission or benefit is/ are:

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## Part 9—Declaration and signatures

### 9.1 Client's signature

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

Signature .....

Signatory (print name) .....

Date signed   /   /      
D D M M Y Y Y Y

Signature .....

Signatory (print name) .....

Date signed   /   /      
D D M M Y Y Y Y

### 9.2 Pastoral house signature

Signature .....

Signatory (print name) .....

Date signed   /   /      
D D M M Y Y Y Y

## Part 10—Open listing, sole agency or an exclusive agency for sale of property only

You may have to pay the pastoral house the commission, fees and charges (which will be set out in the Form 26 'Appointment') if the property is sold during the term of the appointment even if the pastoral house does not sell the property depending on whether you, the pastoral house or another person is the **effective cause of sale** of the property and what type of appointment you have, an open listing, a sole agency or an exclusive agency.

The table below shows the circumstances in which **you will have to pay** the pastoral house's commission, fees and charges.

Opening listing	Sole agency	Exclusive agency
Clients sells	Clients sells	Clients sells <input checked="" type="checkbox"/>
Another person sells	Another person sells <input checked="" type="checkbox"/>	Another person sells <input checked="" type="checkbox"/>
Pastoral House sells <input checked="" type="checkbox"/>	Pastoral House sells <input checked="" type="checkbox"/>	Pastoral House sells <input checked="" type="checkbox"/>

#### Open listing:

If you have an open listing appointment with a pastoral house, you (the client), a relative or another person can sell the property and you do **NOT** have to pay the pastoral house any commission. The pastoral house is only entitled to be paid commission if the pastoral house is the effective cause of sale of the property. The appointment can be ended at any time by the client or the pastoral house.

#### Sole agency:

If you have a sole agency appointment with a pastoral house and you (the client) sell the property yourself during the term of the sole agency you will **NOT** have to pay the pastoral house any commission. However, if any other person (not you, the client) sells the property during the term of the sole agency, such as your relative, you will still have to pay the pastoral house their commission.

#### Exclusive agency:

If you have an exclusive agency appointment with a pastoral house, you will have to pay the pastoral house if the property is sold during the term of the exclusive agency regardless of whether or not another person (not the pastoral house) sells the property. For example, if you (the client) sell the property yourself or a relative sells your property during the term of the exclusive agency, you will still have to pay the pastoral house their commission.

(If you would like further information about the differences between these types of appointment please refer to sections 16 and 19 of the Act.)

**Notes on maximum commission rates chargeable by pastoral houses for residential property transactions under the *Property Agents and Motor Dealers Regulation 2001***

**(a) For Selling a residential property**

- S.30 (a) If the purchase or sale price is not more than \$18,000 - 5% of the price; or
- S.30 (b) If the purchase or sale price is more than \$18,000 -
  - (i) \$900; and
  - (ii) 2.5% of the part of the price that is more than \$18,000.

**(b) For sale of freehold rural land**

- S.34 (a) If the sale price is not more than \$18,000 - 5% of the price; or
- S.34 (b) If the sale price is more than \$18,000 -
  - (i) \$900; and
  - (ii) 2.5% of the part of the price that is more than \$18,000.

**(c) For sale of leasehold rural land**

- S.35 (a) If the sale price is not more than \$1,000 - 10% of the price; or
- S.35 (b) If the sale price is more than \$1,000 -
  - (i) \$100; and
  - (ii) 5% of the part of the price that is more than \$1,000 and not more than \$5,000; and 2.5% of the part of the price that is more than \$5,000.

For commission rates for other services performed by pastoral houses please refer to Schedule 1 of the Regulation.

**Schedule**