

# MANAGEMENT INSPECTION REPORT

Schedule 2, Part 2 of the *Property, Stock and Business Agents Regulation 2014* applies to this Management Inspection Report

## Item

## Item Schedule

### 1. OWNER / LANDLORD

Name/s: .....  
 Business Name: .....  
 Address: ..... ACN: .....  
 ..... ABN: .....  
 Phone: ..... Mobile: .....  
 Email: ..... GST Registered: ☐ Yes ☐ No

### 2. AGENT *\*(Where the Agent trades as a corporation, include the corporation's licence number)*

Name: **Cloud9 Homes Pty Ltd T/as Cloud 9 Homes** .....  
 Address: **Suite 6, 4A Meridian Place** ..... ACN: .....  
**Bella Vista NSW 2153** ..... ABN: **77634044616** .....  
 Phone: **02 -90563378** ..... Mobile: **0426 990 799** .....  
 Email: **info@cloud9homes.com.au** .....  
 Licence Number/s\*: **20234520** ..... GST Registered: ☐ Yes ☐ No

### 3. PROPERTY

Address: .....

Property Details/Characteristics:

Description of Condition of the Property including Fittings and Fixtures:

Interior:

Exterior:

Included Fittings/  
Furnishings:

Details of any work still to be completed by the Owner of the Property:

Smoke alarms **are / are not** installed in accordance with Part 9, Division 7A of the *Environmental Planning and Assessment Regulation 2000*.

(a) Smoke alarms last tested and cleaned: ..... / ..... / ..... (b) Date batteries last changed: ..... / ..... / .....

{Owners of all houses and units dwellings in NSW must install and maintain smoke alarms in compliance with the *Environmental Planning and Assessment Regulation 2000* as amended}

An Electrical Safety Power Switch **is / is not** installed for general purpose socket outlets.

### 4. SIGNATURE

The Agent must, as soon as practicable after entering into an agency agreement in respect of the management of property, prepare and give to the Owner the Management Inspection Report for the Property in accordance with Schedule 2, Part 2, Clause 10 of the *Property, Stock and Business Agents Regulation 2014*.

Signature of Agent: ..... Report Date: ..... / ..... / .....

# EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (Residential)

*The Property, Stock and Business Agents Act 2002 and Regulations*

## Item

## Item Schedule

### A. OWNER / LANDLORD

Name/s: .....  
 Business Name: .....  
 Address: ..... ACN: .....  
 ABN: .....  
 Phone: ..... Mobile: .....  
 Email: ..... GST Registered: ☐ Yes ☐ No

### B. AGENT *\*(Where the Agent trades as a corporation, include the corporation's licence number)*

Name: **Cloud9 Homes Pty Ltd T/as Cloud 9 Homes**  
 Address: **Suite 6, 4A Meridian Place** ACN: .....  
**Bella Vista NSW 2153** ABN: **77634044616**  
 Phone: **02 -90563378** Mobile: **0426 990 799**  
 Email: **info@cloud9homes.com.au**  
 Licence Number/s\*: **20234520** GST Registered: ☐ Yes ☐ No

### C. PROPERTY

*Clause 1.1(16)*

Address: .....  
 Permitted number of Occupants: .....  
 Pets Permitted: ☐ Yes ☐ No Details (if any): .....

### D. AGREEMENT

*Clauses 3 and 12*

This Agreement is effective from ..... / ..... / ..... and can be terminated thereafter by either party on the giving of not less than **0** days' notice in writing.

### E. AGENT'S AUTHORITY

*Clauses 1.1(2), 1.1(3), 1.1(9), 1.1(10), 1.1(13), 3, 4, 8.1 and 10.1*

1. The Owner authorises the Agent to undertake the following management, administration and/or leasing services:  
*[Tick authorised option/s - if an option is not ticked it is not authorised]*
  - (1) ☐ Obtain and verify references from prospective tenants
  - (2) ☐ Arrange inspections of the Property by prospective tenants under the following circumstances:
    - (a) Where the Property is not tenanted, in accordance with the Owner's instructions
    - (b) Where the Property is tenanted, in accordance with the Owner's instructions and subject to the provisions of the Tenancy Agreement
  - (3) ☐ Choose Tenant/s
  - (4) ☐ Enter into and sign Tenancy Agreements
  - (5) ☐ Collect rent in accordance with the Tenancy Agreement
  - (6) ☐ Issue receipts for monies received from the Tenants pursuant to Tenancy Agreements
  - (7) ☐ Receive, lodge, claim and disburse Rental Bonds in accordance with the provisions of the *Residential Tenancies Act 2010*
  - (8) ☐ Provide tax invoices and receipts when required in accordance with the Tenancy Agreement
  - (9) ☐ Review rent in accordance with any existing Tenancy Agreement and with respect to any new or renewed Tenancy Agreements
  - (10) ☐ Serve notices in relation to any breach or termination of a Tenancy Agreement and as may otherwise be required
  - (11) ☐ Forward to the Owner copies of any documentation signed by the Agent on behalf of the Owner
  - (12) ☐ Effect repairs and maintenance to the Property to a Maximum Pre-approved Maintenance Expenditure not greater than .....
  - (13) ☐ From time to time engage tradespersons as may be necessary
  - (14) ☐ Prepare and maintain an inventory of fixtures, fittings and chattels

**E. AGENT'S AUTHORITY (Continued)**
*Clauses 1.1(2), 1.1(3), 1.1(9), 1.1(10), 1.1(13), 3, 4, 8.1 and 10.1*

- (15) ☐ Carry out inspections of the Property as appropriate but not less than every .....
- (16) ☐ Advertise the Property for letting or re-letting in accordance with Item F
- (17) ☐ In respect to each Tenancy Agreement, do all things and make such applications as may be necessary for the recovery of possession from Tenants, and the recovery of monies due
- (18) ☐ Respond to and represent the Owner where applications are made and/or proceedings are brought by a Tenant before the Civil and Administrative Tribunal
- (19) ☐ In respect to smoke alarms installed on the Property, carry out, or appoint a contractor to carry out the Owner's installation and maintenance obligations under the *Environmental Planning and Assessment Regulation 2000* as amended. (see Clause 4.16)
- (20) ☐ At the end of the Tenancy Agreement re-let the Property in accordance with the Owner's instructions

**2. Tenancy**

Term of Tenancy: ..... Proposed Rent: ..... per **week / fortnight / month**

Payment Details: .....

Rental Bond: **\$0.00** or equivalent to ..... weeks rent.

**3. Other authorisations/limitations****F. LEASE ADVERTISING**
*Clause 10.1(1)*
**1. The Property is to be advertised/promoted in the following way:****2. Signage advertising the Lease of the Property is permitted to be used during the term of this Agreement:** ☐ Yes ☐ No

**G. FEES FOR SERVICES**
*Clauses 1.1(2), 1.1(3), 1.1(9), 1.1(10), 1.1(13), 4.10, 4.11(2), 8 and 10.1, Items E.1(9), E.1(10), E.1(12) and E.1(18)*

A fee may be expressed as either: (a) Fee + GST Amount = GST inclusive Fee OR (b) single GST inclusive figure

1. Description of Service/Fee	Fee (GST Inclusive)	Due and Payable
Management Fee (cl 1.1(13))		
Letting Fee (cl 1.1(10))		
Lease Renewal Fee (cl 1.1(9))		
Administration Fee (cl 1.1(3))		
<b>Additional Services Fees (cl 1.1(2))</b>		
Tenancy Agreement Preparation Fee		
Determination/Review of Rent (Item E.1(9))		
Attend Court or Tribunal (Item E.1(18))		
Service of Notices (Item E.1(10))		
Overseeing Maintenance and Repairs (Item E.1(12))		
Matters Necessary to Facilitate Insurance Claims		

**G. FEES FOR SERVICES (Continued)** *Clauses 1.1(2), 1.1(3), 1.1(9), 1.1(10), 1.1(13), 4.10, 4.11(2), 8 and 10.1, Items E.1(9), E.1(10), E.1(12) and E.1(18)*  
A fee may be expressed as either: (a) Fee + GST Amount = GST inclusive Fee OR (b) single GST inclusive figure

**2. Explanation of Fees:** *(Where the Agent has inserted non-standard fees explanatory details should be inserted)*

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**H. CHARGES AND EXPENSES** *Clauses 4.10, 4.11(2), 8.1, 8.2, 8.3, and 14.2*

The Owner shall reimburse the Agent for the following authorised Expenses incurred during the Management of the Property:

Description of Expense	Amount (GST Inclusive)	Due and Payable
Letting Advertising		
Office and Clerical Expenses		
Travel and Out of Pocket Expenses		
Bank Charges		
Tribunal Outlays if Applicable		

**I. AGENT'S DISCLOSURE** *Clause 15*

The Agent shall be entitled to retain Rebates, Discounts and/or Fees as disclosed below:

Source and details of Rebates, Discounts and Fees	Estimated Amount

**J. PROPERTY MAINTENANCE CONTRACTS** *Clause 4.4(3)*

- (1) .....
- (2) .....
- (3) .....
- (4) .....

# K. PAYMENTS BY AGENT

Clauses 4.4, 4.10, 5.5, 5.6 and 5.10

The Owner authorises and directs the Agent to pay from rental the items marked to be paid.

(Note: The Agent is not authorised to acquire financial or insurance products or advise on such products {unless licensed to do so in accordance with the Financial Services Reform Act 2001})

## 1. Insurance (List all insurance policies for Property)

	To Pay	Insurer/Detail	Policy Number	Expiry
(1) Building	<input type="checkbox"/>	.....	.....	/ /
(2) Contents	<input type="checkbox"/>	.....	.....	/ /
(3) Household/Fire	<input type="checkbox"/>	.....	.....	/ /
(4) Plate Glass	<input type="checkbox"/>	.....	.....	/ /
(5) Public Liability	<input type="checkbox"/>	.....	.....	/ /
(6) Loss of Rent	<input type="checkbox"/>	.....	.....	/ /
(7) Landlord Protection	<input type="checkbox"/>	.....	.....	/ /
(8) .....	<input type="checkbox"/>	.....	.....	/ /
(9) .....	<input type="checkbox"/>	.....	.....	/ /

## 2. Caretaking/Maintenance

(1) Gardening	<input type="checkbox"/>	.....
(2) Pool	<input type="checkbox"/>	.....
(3) Pest	<input type="checkbox"/>	.....
(4) Cleaner	<input type="checkbox"/>	.....
(5) Repairs and Maintenance	<input type="checkbox"/>	.....
(6) .....	<input type="checkbox"/>	.....
(7) .....	<input type="checkbox"/>	.....

## 3. Rates/Utilities

(1) Council	<input type="checkbox"/>	.....
(2) Electricity	<input type="checkbox"/>	.....
(3) Water and/or Sewerage	<input type="checkbox"/>	.....
(4) .....	<input type="checkbox"/>	.....

## 4. Owner's Corporation Levies

(1) .....	<input type="checkbox"/>	.....
(2) .....	<input type="checkbox"/>	.....

## 5. Other

(1) .....	<input type="checkbox"/>	.....
(2) .....	<input type="checkbox"/>	.....

# L. RENT AND STATEMENTS

Clauses 4.8 and 4.11

Where there is more than one recipient in respect of rent payments or provision of statements additional fees may be incurred.

Rent is to be disbursed and statements issued:

☐ as indicated below **OR** ☐ as per attached Rent and Statements Schedule

**Rent** Payment Period: .....

Pay by (tick only one):

☐ EFT Bank: ..... Branch: ..... BSB: ..... | | | | |

Account Name: ..... Account No.: ..... | | | | |

☐ Cheque Payable To: .....

Address: .....

**Statements** Issue Period: .....

☐ Owner Issue By: ☐ Post ☐ Email

☐ Other Name: .....

Address / Email .....

## M. UNIT LEVIES

Strata Plan No.: \_\_\_\_\_ Lot No.: \_\_\_\_\_ Garage Lot No.: \_\_\_\_\_  
 Strata Management Agent: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Email: \_\_\_\_\_

## N. WATER EFFICIENT PREMISES AND WATER CONSUMPTION CHARGES

A Tenant can only be charged the full Water Consumption Charges if the Property contains the prescribed water efficiency measures detailed in Section 11 of the *Residential Tenancies Regulation 2010*.

Tick the option that will apply to Tenants renting the Property:

- ☐ The Tenant is required to pay the Water Consumption Charges for the Property  
*(this can only be ticked if the following points are true):*
- The Property is separately metered or the Property is not connect to a water supply service and water is delivered by vehicle; and
  - The Property contains Water Efficiency measures (see the *Residential Tenancies Regulation*); and
  - The charges do not exceed the amount payable by the Landlord for water used by the Tenant.
- ☐ The Tenant is not required to pay the Water Consumption Charges for the Property

## O. SWIMMING POOL

*Clauses 5.1, 5.7 and 6.1(6)*

Swimming Pool: ☐ Yes ☐ No If 'Yes' ► Swimming Pool Registered: ☐ Yes ☐ No  
 Valid Certificate of Compliance/Occupation: ☐ Yes ☐ No

## P. LANDLORD'S DISCLOSURE (Note: Landlord must complete this Item)

*Clauses 1.1(11), 1.1(12) and 7*

Section 26(1) of the *Residential Tenancies Act 2010* provides that a Landlord or Landlord's Agent must not induce a Tenant to enter into a residential tenancy agreement by any statement, representation or promise that the Landlord or Agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the regulations. (See Item P(2))

### 1. Disclosures Required under Section 26(2) of the *Residential Tenancies Act 2010*:

- (1) Any proposal to sell the Property: if 'yes' when: \_\_\_\_\_ ☐ Yes ☐ No  
 (2) Has a contract to sell the Property already been prepared: \_\_\_\_\_ ☐ Yes ☐ No  
 (3) Has a mortgagee taken action for possession of the Property: \_\_\_\_\_ ☐ Yes ☐ No  
 (4) Has the mortgagee commenced proceedings in a court to enforce a mortgage over the Property: \_\_\_\_\_ ☐ Yes ☐ No

### 2. In accordance with section 26(1) of the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2010* prescribe the following as Material Facts:

- (1) the Property has been subject to flooding or bush fire in the preceding 5 years: ☐ Yes ☐ No  
 (2) the Property is subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the Property: (eg. Asbestos, lead paint, presence of mould) ☐ Yes ☐ No  
 (3) the Property (of which the residential premises are a part) is listed in the LFAI Register: ☐ Yes ☐ No  
 (4) the Property has been the scene of a serious violent crime within the preceding 5 years: ☐ Yes ☐ No  
 (5) council waste services will be provided to the Tenant on a different basis than is generally applicable to residential premises within the area of the council: ☐ Yes ☐ No  
 (6) that because of the zoning of the land, or other laws applying to development on the land, the Tenant will not be able to obtain a residential parking permit (in an area where only paid parking is provided): ☐ Yes ☐ No  
 (7) there exists a driveway or walkway on the Property which other persons are legally entitled to share with the Tenant: ☐ Yes ☐ No

**Please provide additional information where you have answered 'yes' to any of the above statements:**

**P. LANDLORD'S DISCLOSURE** (continued) (Note: Landlord must complete this Item)

Clauses 1.1(11), 1.1(12) and 7

**3. LFAI Questionnaire**

Landlords note: Properties constructed before 1980 may contain loose-fill asbestos insulation.

Prior to signing this Agreement the Landlord has completed and provided to the Agent a Residential Premises Loose-fill Asbestos Insulation Questionnaire.

☐ Yes ☐ No

**4. Additional Matters not prescribed by the Residential Tenancies Regulation 2010:** (if insufficient room, attach schedule)

(1) Requirements of an Owner's Corporation (if any) in addition to By-laws:

.....

(2) Any Requirements as to repair or servicing to property, chattels or services:

.....

(3) Details of any telephone and/or internet services available:

.....

**Q. ADDITIONAL INSTRUCTIONS**

**R. SPECIAL CONDITIONS**

Clause 17

Special Conditions to this Agreement where inserted at the direction of the Owner were prepared by the Owner or an Australian Legal Practitioner instructed by the Owner and not by the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

**S. SIGNATURES**

Clause 8.4

By signing below the parties acknowledge and confirm having read and understood this Agreement.

**Signature of Owner(s)**

Date:

Date:

..... / / .....

..... / / .....

Note: Where signed by Owner's authorised representative or the Owner is a corporation evidence of authority to sign must be provided.

**Signature of Agent**

Date:

..... / / .....

## Terms of Agreement

### 1. Definitions

1.1 In this Agreement the following terms mean:

- (1) **Act:** the *Property, Stock and Business Agents Act 2002* and Regulations thereto as amended from time to time.
- (2) **Additional Services Fees:** monies due to the Agent as provided in Item G for carrying out the services detailed therein.
- (3) **Administration Fee:** monies due to the Agent as provided in Item G to cover standard administrative costs.
- (4) **Agreement:** this Agency Agreement, consisting of:
  - (a) the Item Schedule - Exclusive Management Agency Agreement;
  - (b) the Terms of Agreement; and
  - (c) any additional annexures, schedules or documents that may be attached.
- (5) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (6) **Electronic Document:** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (7) **GST:** where used in this Agreement, has the meaning used in *A New Tax System (Goods and Services Tax) Act 1999* and "GST" includes any applicable rulings issued by the Commissioner of Taxation.
- (8) **Item:** an Item in the attached Item Schedules forming part of this Agreement.
- (9) **Lease Renewal Fee:** monies due to the Agent as provided in Item G, if a Tenancy Agreement is renewed or extending for an existing Tenant.
- (10) **Letting Fee:** monies due to the Agent as provided in Item G on a Tenant entering into an initial Tenancy Agreement.
- (11) **LFAI:** means Loose-fill Asbestos Insulation.
- (12) **LFAI Register:** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (13) **Management Fee:** monies due to the Agent as provided in Item G for carrying out services listed in Item E and more particularly set out in Clause 4 calculated as a percentage of all monies collected, received or recovered on behalf of the Owner exclusive of refundable bonds or deposits.
- (14) **Material Fact:** where used in this Agreement includes, but is not limited to, facts required to be disclosed under the *Property, Stock and Business Agents Act 2002*, the *Residential Tenancies Act 2010* and material facts prescribed in section 7 of the *Residential Tenancies Regulation 2010*.  
*Note: Refer to 'Misrepresentation Guidelines - NSW Fair Trading' for more details on what may constitute a material fact.*
- (15) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (16) **Property:** the land and improvements thereon forming the residential premises the subject of this Agreement (as described in Item C).

- (17) **Related Document:** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (18) **Rent:** means the amount specified as *Proposed Rent* in Item E.2 of the Item Schedule or as may be amended from time to time in accordance with the Owner's written instructions.

1.2 Other words and phrases not defined in this Agreement take on those meanings given to them in the Act.

### 2. Owner's Confirmation

By signing this Agreement the Owner(s) warrants and confirms:

- (1) it is the owner of the Property;
- (2) it has authority to enter into this Agreement; and
- (3) it has disclosed to the Agent in writing all Material Facts and has not made any statement known to be false, misleading or deceptive in compliance with Section 26 of the *Residential Tenancies Act 2010*.

### 3. Appointment of Agent

- 3.1 In consideration of and in accordance with the terms of this Agreement, the Owner appoints the Agent (and its permitted Assigns) as Exclusive Agent for the duration of this Agreement to manage the Property for the Owner and the Agent agrees.
- 3.2 Authority vested in the Agent by this Agreement shall be deemed to be vested in the Agent's authorised employees.
- 3.3 In carrying out the duties and services specified in this Agreement the Agent is authorised to utilise the services of any suitable person or company, provided however where required under the Act such duties or services must be carried out by a licensed person.
- 3.4 The Agent (licensee) in charge of the business must properly supervise, in accordance with the guidelines issued by the Commissioner for Fair Trading, all persons (employee or otherwise) engaged in the business carried on by the Agent.
- 3.5 The Owner will refer any prospective tenants, of which the Owner becomes aware, to the Agent.

### 4. Agent's Obligations and Authority

- 4.1 The Agent is authorised and directed, by the Owner in compliance with the Act and the *Residential Tenancies Act 2010*, to disclose all relevant and Material Facts in relation to the Property.
- 4.2 The Agent must, in compliance with Section 52 of the Act, not make any promise that is false, misleading or deceptive or conceal any material facts.
- 4.3 The Agent will be responsible for ensuring all persons engaged by the Agent to perform functions in respect of this Agreement hold, where required, appropriate licenses and comply with relevant legislation and regulations.
- 4.4
  - (1) Subject to the Owner's responsibilities under this Agreement, the Owner authorises the Agent to initiate and pay for caretaking, maintenance and repairs on the Property excluding work of a structural nature unless explicitly authorised and directed in writing by the Owner, enlisting qualified tradespersons where required without first seeking permission from the Owner up to the Maximum Pre-approved Maintenance Expenditure stated in Item E.1(12).
  - (2) The Agent will obtain the Owner's written approval before ordering maintenance or repairs if the cost of the maintenance or repairs is more than the Maximum Pre-approved Maintenance Expenditure, provided in emergency circumstances, the Agent is authorised to immediately initiate maintenance or repairs which may be in excess of the authorised amount.
  - (3) All maintenance and repairs will (where applicable) be ordered from those persons detailed in Item K. The Agent will ensure compliance with all existing property maintenance contracts as set out in Item J.



- 4.5 When appointing tradespersons the Agent must exercise proper due diligence and in so doing, except in the case of negligence on the part of the Agent, will not be liable for loss or damage caused by or resultant upon the tradesperson carrying out works.
- 4.6 The Agent will take reasonable steps to ensure goods and services obtained for the Owner are at competitive prices.
- 4.7 The Agent will advise the Owner upon the termination of any Tenancy Agreement and/or vacancy of the Property.
- 4.8 The Agent is, in accordance with any Tenancy Agreement, to collect and receive all monies payable (rent, bond and otherwise) with respect to the Property.
- 4.9 The Agent must immediately notify the Owner in writing if the Agent becomes aware of a Tenant's breach of the Tenancy Agreement.
- 4.10 The Agent is authorised to deduct from monies received by the Agent on behalf of the Owner all Fees and other authorised outlays owing to or incurred by the Agent in association with this Agreement, including those Fees, Charges and payments authorised in Items G, H and K respectively.
- 4.11 (1) The Agent must, by providing financial statements, account to the Owner with respect to all monies collected, received, paid or used by the Agent in carrying out the Agent's obligations under this Agreement and make payments to the Owner as provided in Item L.
- (2) The Agent will issue tax invoices when necessary in respect of all monies owing by the Owner to the Agent.
- 4.12 The Agent is authorised to Lease the Property, subject to Item E.1 (1), (2), (3) and (4), and/or as further instructed in writing by the Owner.
- 4.13 (1) Where the Agent is authorised to choose a Tenant (Item E.1(3)) the Agent will choose the successful Tenant based on criteria provided by the Owner, otherwise;
- (2) The Agent will introduce to the Owner suitable prospective tenants based on agreed criteria so as to enable the Owner to make an informed decision as to the acceptability of the prospective tenants. Provided however, the Owner confirms it does not rely on the Agent to establish beyond the extent of the criteria, the suitability of the Tenant.
- 4.14 The Agent will, subject to the Owner's written instructions, negotiate on behalf of the Owner any Tenancy Agreement or amendments or variations thereto, including any other documents in relation to the Tenancy Agreement authorised by this Agreement, and;
- (1) where the Agent is authorised to enter into and sign the Tenancy Agreement, execute the Tenancy Agreement on behalf of the Owner, otherwise;
- (2) provide a Tenancy Agreement, duly signed by the Tenant/s, to the Owner for execution.
- 4.15 In so far as applicable Schedule 12 of the *Property Stock and Business Agents Regulation 2014* applies to this Agreement.
- 4.16 Where the Agent is authorised and directed to carry out the Owner's duties in respect to smoke alarms (Item E.1(19)) the Agent is authorised and reserves the right to employ the services of a suitably licensed tradesperson to carry out such requirements and bill the cost thereof to the Owner.
- 5. Owner's Obligations and Authority**
- 5.1 The Owner confirms having, at the time of entering into this Agreement, disclosed correct details to the Agent of all relevant and Material Facts relating to the Property and having complied with the requirements of Section 26 of the *Residential Tenancies Act 2010* and Regulations relating thereto.
- 5.2 The Owner will at all times during the currency of this Agreement keep the Agent advised of and disclose to the Agent in writing details of all relevant and Material Facts and changes thereto in relation to the Property.
- 5.3 There is a positive obligation on the Owner to disclose relevant and Material Facts. Any failure to disclose information known to the Owner which may detract from the letting of the Property will be a breach of this Agreement.
- 5.4 The Owner acknowledges once a Tenancy Agreement has been entered into by the Owner and the Tenant, it shall not be the responsibility of the Agent to enforce such Agreement and the Agent is limited to its obligations under this Agreement.
- 5.5 The Owner must obtain and maintain the insurance policies listed in Item K, and the Owner must upon request, provide certificates annually for each insurance policy confirming the currency of such policies.
- 5.6 The Owner must have legal/public liability insurance and be covered for a minimum of 10 million dollars, in addition to any insurance provided by a body corporate for common areas. Such policy must be maintained for the term of this Agreement and the Owner must, upon request, provide a certificate annually confirming the currency of such policy.
- 5.7 In addition to complying with the terms of this Agreement, the Owner must comply with the requirements of all relevant acts, legislation, by-laws, rules and regulations local, state and federal.
- 5.8 The Agent having established criteria for Tenant selection, if the Agent has approved a Tenant and the Owner disagrees, the Owner takes sole responsibility for any action that may follow as a result of that decision.
- 5.9 The Owner must retain a signed copy of this Agreement.
- 5.10 Where the Owner has authorised payments in accordance with Item K the Owner must provide all information necessary to enable such payments to be made.
- 5.11 All dealings with a Tenant are to be communicated and dealt with through the Agent.
- 6. Owner's Obligations Regarding the Property**
- 6.1 At the start of the tenancy the Owner must ensure, at its own cost:
- (1) the Property and inclusions are reasonably clean and comply with local and state authority building, work health and safety and environmental planning and assessment legislation;
- (2) the Property is safe and fit for the Tenant/s to live in;  
*Note: Prior to occupancy the Owner should have the Property inspected by someone with appropriate experience in house maintenance.*
- (3) the Property and inclusions (including all locks and security fittings) are maintained and are in a reasonable state of repair;
- (4) after the Tenancy Agreement is signed sufficient keys to the Property are provided to the Agent and Tenant/s for each lock as provided in accordance with Section 70 of the *Residential Tenancies Act 2010*;
- (5) compliance with the *Environmental Planning and Assessment Regulation 2000* Part 9, Division 7A (smoke alarms);
- (6) any swimming pool on the Property complies with the *Swimming Pools Act 1992 (NSW)* and in particular, in accordance with the Act and Regulations:
- (a) is registered;
- (b) where required, has a valid/relevant Certificate of Compliance/Occupation; and
- (c) has a warning notice/s erected near the swimming pool, and will provide any Certificate of Compliance to the Agent on request.

- 6.2 While the tenancy continues the Owner must:
- (1) maintain the Property and inclusions in a reasonable state of repair; and
  - (2) keep any common area reasonably clean.
- 6.3 Repairs and maintenance relating to the structural integrity of the Property are, subject to Clause 4.4(1) and (2), the sole responsibility of the Owner.
- 6.4 Where a product, fixture or fitting provided with the Property has a warning label or safety instructions attached the Owner is not to deface, damage or remove such label.
- 7. LFAI**
- 7.1 Where the Agent suspects the possibility of LFAI being present in the residential premises the Agent:
- (1) will notify the Landlord and request that the Landlord organises a LFAI inspection; and
  - (2) is not obligated or required to organise maintenance work that involves:
    - (a) drilling into walls or ceilings; or
    - (b) access to subfloors or ceiling spaces.
- 7.2 Where a LFAI inspection is undertaken:
- (1) the Landlord will provide the Agent with the test results;
  - (2) the Agent will inform Tenants of the test results; and
  - (3) where the likelihood of exposure to airborne asbestos fibres is high, the Agent is authorised to advise their workers, clients and prospective clients and if appropriate exclude them from accessing the site.
- 8. Agent's Fees and Reimbursement**
- 8.1 Where Fees, Charges and Expenses are provided for in Items G and H or otherwise authorised in writing by the Owner, for the performance of services (more particularly outlined in Item E), the Agent shall be entitled to:
- (1) a Letting Fee should:
    - (a) the Property be leased during the term of this Agreement, irrespective of whether the Tenant is introduced by the Agent, the Owner, or any other person; or
    - (b) the Agent introduce a prospective tenant during the term of this Agreement and a subsequent tenancy agreement is entered into with the prospective tenant within 60 days after the expiry or termination of this Agreement;
  - (2) a Management Fee for carrying out services in accordance with this Agreement; and
  - (3) other Fees, Charges and Expenses for services authorised and performed during the term of this Agreement.
- 8.2 All Fees, Charges and Expenses to which the Agent is entitled:
- (1) will be in the amounts set out in Items G and H respectively, or otherwise authorised in writing by the Owner, and include any taxes or deductions debited by financial institutions against the Agent's account and attributable to the affairs of the Owner; and
  - (2) unless otherwise specified in Items G and H, will be payable upon provision by the Agent of a tax invoice or statement of account.
- 8.3 Unless otherwise expressly stated, all monies payable or other considerations for Goods and Services to be provided under or in accordance with this Agreement, are inclusive of GST.
- 8.4 In accordance with Section 55 of the Act, there will be no entitlement to commission (including fees) or expenses for services performed unless a copy of this Agreement is served on the Owner not more than 48 hours after being signed by the Owner.

## 9. Work Health and Safety

Insofar as either party to this Agreement is, with respect to the Property a - Person Conducting a Business or Undertaking (under the *Work Health and Safety Act 2011 (NSW)*, Regulations or relevant Codes of Practice in relation thereto) such party must comply with the Act, Regulations or relevant Codes of Practice. Provided however, in carrying out such obligations the Agent acts only as Agent for the Owner.

## 10. Indemnity

- 10.1 The Agent having complied with its obligations under this Agreement and not having been negligent, the Owner indemnifies the Agent, its officers and employees, from and against all actions, claims, demands, losses, costs, damages and expenses arising out of this Agreement in respect of:
- (1) authorised Lease advertising or signage; or
  - (2) the Owner's failure to comply with this Agreement; or
  - (3) the Owner's failure to give the Agent prompt and appropriate authority or instruction, or sufficient funds to carry out an instruction or authority; or
  - (4) the Tenant's failure to comply with his/her obligations according to the Tenancy Agreement, at no fault of the Agent; or
  - (5) the Tenant's failure to comply with his/her obligations under the *Residential Tenancies Act 2010* and or other relevant acts and legislation; or
  - (6) the Agent acting in the capacity of the Owner under this Agreement; or
  - (7) any loss arising from injury to person or damage to property howsoever caused (except in the case of negligence on the part of the Agent); or
  - (8) any claim for compensation in respect of damage or loss to the Tenant's goods; or
  - (9) a warning label or safety instructions having been removed, damaged or defaced where a product or fitting has been supplied to the Property with such a label or instruction attached.
- 10.2 The Owner acknowledges that the Agent is acting as Management Agent and is not responsible for reporting any matters (including defects latent or otherwise) other than those that are readily apparent during the course of any inspections or as are brought to their attention as Management Agent by the Tenant. The Agent is not otherwise qualified and it is the Owner's responsibility to obtain specific advice with respect to the Property and its soundness as to building and structural integrity, pest, health and other requirements. As such, the Owner indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of, or in respect of this Agreement, resulting from matters of cleanliness, safety, construction, building requirements or building deterioration, notwithstanding the Agent's Obligations under Clause 4.
- 11. Disputes**
- Disputes may be referred to the Civil and Administrative Tribunal for determination.
- 12. Termination**
- 12.1 Either party may terminate this Agreement by giving notice in accordance with Item D.
- 12.2 Any termination shall be without prejudice to either party's existing rights, duties or obligations under this Agreement.
- 12.3 Upon termination of this Agreement all monies owing under this Agreement must be paid or reimbursed up to and including the last day of the notice period set out in Item D on a pro rata basis if necessary.
- 13. Agent's Opinion**
- The Agent makes no representation as to being a financial or investment advisor.

#### 14. Provision of Agreement

- 14.1 Each party has received a signed copy of this document and understands such document or has had the opportunity to obtain professional advice with respect to the Agreement and each party acknowledges it is bound by the terms of this Agreement.
- 14.2 This Agreement cannot be varied without agreement in writing signed by the parties.

#### 15. Agent's Disclosure

The Agent is entitled to retain any Rebates, Discounts and/or Commissions in connection with services performed by the Agent in the capacity of the Agent for or on behalf of the Owner as disclosed in Item 1.

#### 16. Rental Bonds

Receipt and disposal of rental bonds shall be carried out in accordance with the provisions of the *Residential Tenancies Act 2010* as required.

#### 17. Special Conditions

Any Special Conditions to this Agreement shall form part of this Agreement. Should there be any inconsistency between the Terms of this Agreement and a Special Condition, the Special Condition shall apply.

#### 18. Privacy

- 18.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- 18.2 The Privacy Policy outlines how the Agent collects and uses Personal Information provided by you as the Owner, or obtained by other means, to provide the services required by you or on your behalf.
- 18.3 You as Owner agree the Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) tenants and potential tenants, insofar as such information is relevant to the managing and/or leasing of the Property; and/or
  - (2) Owner's Corporations and financial institutions; and/or
  - (3) tradespeople and similar contractors in order to facilitate the carrying out of works with respect to the Property; and/or
  - (4) other third parties as may be required by the Agent for the purposes of marketing, sales promotion and administration relating to the use of the Agent's products and services, but must do so in compliance with legislative and regulatory requirements.
- 18.4 Without provision of certain information the Agent may not be able to act effectively or at all on the Owner's behalf.
- 18.5 The Owner has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 18.6 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

#### 19. Data Collection

Upon signing this Agreement the parties agree the Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Agreement and any subsequent tenancy agreement.

#### 20. Related Documents / Notices / Electronic Communication

- 20.1 The parties agree and confirm any documents and communications in relation to this Agreement may be forwarded electronically and where this Agreement has been forwarded electronically (either for signing or otherwise) the party receiving the Agreement confirms having consented to the delivery of the Agreement (and any other materials) by way of the electronic means of delivery before receiving the documentation.

- 20.2 A Related Document to be served on any party under this Agreement shall be in writing and may be served on that party:

- (1) by delivering it to the party personally; or
- (2) by leaving it for the party at that party's address as stated in this Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Agreement; or
- (4) by email to the party at the appropriate email address as stated in this Agreement; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 20.2(1) to (4) above.

- 20.3 A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.

- 20.4 A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.

- 20.5 Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.

- 20.6 Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.

- 20.7 The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.

- 20.8 The parties agree and consent to execution, by any party, of documents electronically using a method provided by an electronic signing service provider.