

Sole or exclusive agency notice for sale of property

—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.

Seller: If you ('the client') propose to appoint a pastoral house ('the pastoral house') to sell a property ('the property'), you may choose to appoint the pastoral house to act for you on the basis of an **open listing** or a **sole** or **exclusive agency**. (The differences between these three types of appointment are explained in this notice.)

If you (the client) intend to appoint the pastoral house on the basis of an open listing, then you do not need to sign this notice, you only need to sign a PAMD Form 26 'Appointment to act as pastoral house'.

If you (the client) propose to appoint the pastoral house on the basis of a sole or exclusive agency, then you must sign this notice AND you must sign a Form 26. Importantly, you must sign this notice **BEFORE** you appoint the pastoral house to act for you by signing the Form 26. The pastoral house must give a copy of this signed notice to you (the client).

If this notice is not given before the Form 26 is signed by the client, then the appointment of a pastoral house for a sole or exclusive agency is ineffective from the time it is made.

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

1.1 Client name and address	Preferred title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss Other (specify)
	First name Last name
	Address
	Suburb State <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Postcode <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.2 Client contact details	Phone () Fax ()
	Phone (home) () Mobile
	Email address

Part 2—Pastoral house

2.1 Pastoral house name and address	Name
	Address
	Suburb State <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Postcode <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.2 Pastoral house contact details	Phone () Fax ()
	Mobile
	Email address
2.3 Pastoral house licence details	Licence number
	Licence expiry date <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D / M M / Y Y Y Y

Part 3—Property

3.1 Property details

Address

Suburb State Postcode

Lot Plan

Title reference

Part 4—Open listing, sole agency or an exclusive agency appointment with a pastoral house

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.)

Part 5—Appointment

Tick whichever applies.

The appointment will be for:

- a sole agency
- an exclusive agency

Part 6—Term of appointment for sole or exclusive agency

The sole agency / exclusive agency (please check whichever applies) will:

START on: / / (start date)
D D / M M / Y Y Y Y

The sole agency / exclusive agency (please check whichever applies) will:

END on: / / (end date)
D D / M M / Y Y Y Y

For the sale of residential property, the term of a sole agency or exclusive agency is negotiable between the client and the pastoral house, up to a **maximum term of 60 days**.

(For a definition of ‘Residential Property’ please refer to Section 17 of the Act.)

Part 7—Declaration and signatures

7.1 Option to continue appointment

At the end of the term of this Exclusive agency/Sole agency:

The appointment **will** continue as an open listing, (which may be ended at any time by either the seller or the real estate agent).

OR

The appointment **will NOT** continue as an open listing.

If you need more information before you sign this notice you can visit the Office of Fair Trading’s website at www.fairtrading.qld.gov.au.

7.2 Client’s signature

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

7.3 Pastoral house signature

Signature

Signatory (print name)

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

**SCHEDULES OR ATTACHMENTS
(if applicable)**