

FORM 20a ADDENDUM

APPOINTMENT TO ACT AS A RESIDENT LETTING AGENT – PERMANENT LETTINGS

Part 9 - Sole Agent

In appointing the Agent under this agreement, the Client acknowledges that the Agent is the only person authorised to arrange letting and management of the Property.

Part 10 - Bank account details

Payments to the client shall be paid by:

<input type="checkbox"/>	cheque mailed to the Client at	_____
<input type="checkbox"/>	payment by transfer to:	
	Bank	_____
	BSB	_____
	Account No	_____
	Account Name	_____

Part 11 - Insurance

The Client must:

- maintain a public liability insurance policy for at least \$5 million;
- maintain a policy of insurance for the furniture and effects in the Property;
- provide to the Agent the following details of such insurance:

Name of insurer: _____

Policy number _____

Name of contact at insurance agent or broker: _____

Phone number of above insurance contract: _____

Part 12 - Presentation of property

The Agent lets other premises in the complex in which the Property is situated and will act within the Code Of Conduct in offering the Property to prospective customers. The Agent will act consistently with the preferences and requirements of the prospective customers for premises of different types, sizes, qualities, location and rental rates. The Agent will arrange tenancies as fairly as possible among the letting Clients within these constraints.

Part 13 - Agents responsibilities

The Agent will suggest the proposed rentals based on market conditions and the condition and facilities of the Property, so as to maximise the rental income for the Client.

The Agent is not required to commence legal proceedings for overdue rents or damage or otherwise. However, the Agent will notify the Client of any default extending over 7 days or any material damage to the Property or its contents.

The Agent may where it considers necessary remove any customer from the Property.

Part 14 Clients responsibilities and acknowledgements

If there is more than 1 client, the Clients authorise the Agent to accept instructions from either or both of them.

If the amount payable to the agent is in excess of the rents collected by the Agent, the Client will pay such excess to the Agent within 14 days of such demand for it by the Agent.

The Client shall accept the risk and loss of non payment of rent and charges by customers, except in the event of proven negligence by the Agent. The Client may at the Client's cost instruct the Agent to take legal proceedings to recover unpaid rent, charges and property damage.

The Client acknowledges that the actual amount of any fees or charges in the Schedule or elsewhere may comprise, in addition to any actual outlay incurred by the Agent for the item or service, a component of profit to the Agent for arranging for the item or the service.

The Client acknowledges that the Agent may provide services to tenants for example dry cleaning, or hiring of items or other services. The Client acknowledges that where tenants make payment to the Agent's trust account of funds which include rental and payment for such services provided by the Agent, the Agent will profit from the provision of those services and is entitled to draw from the Agent's trust account any amounts so paid to the Agent for such services.

The Client acknowledges that the Agent may provide a key to the Property to a prospective customer for the purpose of inspection of the Property by the prospective customer.

Part 15 - Assignment

The Client releases the Agent, in respect of anything that occurs after the date this Appointment is assigned to a new Agent.

Part 16 - Charges

Charges (other than commission) referred to in this Appointment or any schedule, may be reasonably increased by the Agent by giving written notice of such increase to the Client and such increases will apply from that date which is 30 days after the notice is given unless the Client by notice in writing to the Agent within that period disputes such proposed increase. The Client must advise the Agent in writing of any inaccuracies or errors in any statement given by the Agent to the Client within 30 days of the date of the statement, failing which the Client hereby authorises the items appearing on such statements. The client hereby authorises all fees charges commissions and expenses appearing on any statement issued by the Agent to the Client prior to the date of this Appointment.

Part 17 - Commission (permanent rentals)

The commission agreed between the Client and the Resident Letting Agent for the Service is a letting fee of 1 weeks rent plus GST and then 5% of the rent collected plus GST.

[NOTE: A Management Fee, unrelated to commission, may also apply - refer to Section (ii) of attached Form 20a Schedule of Fees & Charges]

	Example 1 – rental of \$200 pw over 6 months DOLLAR AMOUNT (the dollar figures are examples only and the percentage figure prevails)	PERCENTAGE
TOTAL COMMISSION	\$10.00 per week of the lease \$200 (letting fee per lease)	5% of the rental collected 1 weeks rental as letting fee
GST	\$1.00 per week of the lease plus \$20	10% of the commission
TOTAL PAYMENT	\$11.00 per week of the lease plus \$220	Total of the above
	Example 2 – rental of \$500 pw over 6 months DOLLAR AMOUNT (the dollar figures are examples only and the percentage figure prevails)	PERCENTAGE

TOTAL COMMISSION	\$25.00 per week of the lease	5% of the rental collected
	\$500 (letting fee per lease)	1 weeks rental as letting fee
GST	\$2.50 per week of the lease plus \$50	10% of the commission
TOTAL PAYMENT	\$27.50 per week of the lease plus \$550	Total of the above

Note: the Agent must complete the above information with estimated dollar amounts based on anticipated rentals as an example.

Part 18 - Other conditions

The Client undertakes that in the event of the Property being sold or otherwise transferred, notice will be given to the buyer or transferee of all tenancies and an undertaking must be obtained from that buyer or transferee to accept the purchase or transfer subject to the conditions of such tenancies and such undertaking must be part of the contract for the purchase or transfer of the Property and the Client indemnifies the Agent against any claim due to non-compliance with this part and against any loss the Agent may suffer due to any such non-compliance.

Part 20 - Signatures

Agent Client (owner)

Form 20a
Privacy Statement and Consent
Privacy Statement and Consent

Personal information collected by the Agent is treated as confidential and complies with the requirements of the Privacy Act 1988.

When you provide the Agent with your contact details or other personal information:

- the Agent will record your e-mail address and other contact details
- the Agent will only use your contact details address for the purpose for which you provided it
- it will not be added to an external mailing list
- the Agent may provide your personal information to any person or entity which is a the holder or transferee of a Letting Appointment for the lot you own.
- the Agent will not use your contact details for any other purpose
- the Agent will not disclose it without your consent except where it may be required by law to disclose certain information.

You can contact the Agent at the address set out in item 2 of the Form 20a to which this addendum is attached.

**SCHEDULE TO PAMD FORM 20a - PERMANENT LETTINGS
FEES AND CHARGES – ALL GST INCLUSIVE**

Rent Collection Commission	5% of rent collected + GST
Management fee	3% of rent collected + GST
New Tenant Let fee	Amount equal to 1 weeks rent + GST
Window cleaning charge per month	\$
Postage, photocopying, telephone calls and facsimile transmission charge per month	\$6.00 per month + GST
Pest Control charge per year	Annual spray at cost
Letting Agreement Negotiation / Renewal Fee	Amount equal to 50% of one weeks rent plus GST
Quarterly Inspections	No charge
Mediation / Tribunal Hearing Fee per hour	Lodgement costs with client's approval plus hourly rate of \$44 + parking costs to attend
Replacements	The actual cost of any item in the Property requiring replacement plus the cost of the Agent's time, calculated at the rate of \$44.00 per hour, for obtaining, supplying and installing any replacements.
Maintenance and Repairs	The actual costs of any requisite maintenance and repairs plus the cost of the Agent's time, calculated at the rate of \$44.00 per hour, for arranging such repairs and maintenance
Lawn mowing and Gardening:	\$10 per week + GST (if required)
Other Items/Charges	If required, as advised to the owner in advance at the time.
Refurbishment	5.5% of invoice cost

