

# INSPECTION REPORT

<b>Between Principal</b>		ABN / ACN
Address		GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No
		Postcode
Phone: Work	Mobile	Home
Email* (see note)		
<small>* <b>Note:</b> By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.</small>		

<b>And Agent</b> Oxbridge Group Pty Ltd		ABN / ACN 18 616 229 611
Agent's Licence No.** (see note) 10077341		GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address Level 5		
616-620 Harris Street, ULTIMO, NSW		Postcode 2007
Phone: Work 1300 680 690	Mobile	Home
Email*** (see note)		
<small>** <b>Note:</b> If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.</small>		
<small>*** <b>Note:</b> By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.</small>		

Address of Premises

	Postcode

Description of Premises (e.g. house, unit, number of bedrooms, garage, etc.)


Description of the exterior condition of the Premises


Description of the interior condition of the Premises


Fixtures to the Premises

Smoke alarms


Fittings (not being fixed to the Premises) which are provided with the Premises


Improvements made to the Premises


Anything provided with the Premises


Work to be done by the Principal	Estimated date of completion
	/ /
	/ /
	/ /

I agree to be legally bound by the terms of this form even if I sign this form electronically.

<b>Signature of Agent / Authorised Representative</b>	<b>Date of Report</b>
<b>Name of Signatory</b>	

**Note:** This part of the agreement may be signed by an assistant agent.

# HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

## HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

### PARTIES

#### Principal

ABN / ACN	GST Registered	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Address			
		Postcode	
Phone: Work	Mobile	Home	
Email* (see note)			
* Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.			

#### Agent

Oxbridge Group Pty Ltd			
Licensee's Licence No.** (see note) 10077341			
ABN / ACN 18 616 229 611	GST Registered	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Trading as Oxbridge Property Group			
Address Level 5		Postcode 2007	
616-620 Harris Street, ULTIMO, NSW			
Phone: Work 1300 680 690	Mobile		
Email*** (see note)			
** Note: If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.			
*** Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.			

### PREMISES

Address of Premises to be leased

		Postcode
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### AGREEMENT

#### Agent's Appointment

- The Principal hereby appoints the Agent exclusively to lease and to manage the Premises in accordance with this agreement.
- It is agreed that the Agent may from time to time delegate to the Agent's employees all or any of the authority vested in the Agent by this agreement.
- This agreement shall commence on  /  /  and may be terminated by either party giving not less than  months written notice of termination but without prejudice to either party's rights accrued or obligations incurred prior to the effective termination.
- In the event that bookings have been made for periods beyond the termination date, then the written notice of termination by the Principal shall be accompanied by payment of all deposits previously accounted for to the Principal and a cancellation fee of 50% of the fees which would have accrued on these bookings.

#### Agent's Authority

- The Agent is authorised to select tenants and to lease all or part of the Premises at the Agent's opinion of market rent for holiday purposes only for periods which shall not exceed eight consecutive weeks for any one occupancy, unless otherwise agreed by the Principal.
- The Agent is authorised to take bookings for the leasing of the subject Premises up to twelve (12) months in advance, subject to the Principal having the right to reserve periods for their own use, but provided that such periods have not already been booked by the Agent to another party and provided that such periods are confirmed in writing.
- The Agent is authorised to collect rents and any other monies due and to issue receipts for such monies. The Agent's receipt for the deposit shall be deemed to be the agreement between the Principal and the tenants and no lease agreement shall be required.
- The Agent shall not be obliged to take a rental bond or telephone deposit from the tenant, but is authorised to do so if, in the opinion of the Agent, it is deemed desirable.
- The Agent shall not be required to seek references from a prospective tenant of the Premises.
- The Agent shall not be required to prepare or check an inventory of furniture and effects before or after each occupancy.

#### Agents Fees, Charges and Expenses

- The Agent shall be entitled to a fee each time a leasing is affected of  % of the gross rent collected.
  - The Agent shall also be entitled to a fee for the collection of the rent and provision of ongoing management services of  % of the gross rents collected and other monies due and collected.
- In the event of a cancelled booking the Agent is authorised to re-offer the Premises for leasing and, if successful, to refund the original deposit less the fee that would have accrued and retain such fee as a cancellation fee.

# HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

## HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

13. The Agent shall be entitled to reimbursement of all sundry charges and expenses comprising: postage, telephone calls, statutory fees, banking taxes, general advertising and out of pocket expenses in respect of each leasing and in respect of arranging and paying for repairs, maintenance and operating expenses and in respect of the rendering of statements of account.

### Variation of Services, Charges and Expenses

14. The services to be provided by the Agent and any charges or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

### Promotional Activities

15. The Agent may advertise the Premises for leasing in any newspaper or magazine published in Australia and erect signs on the Premises, but shall not be required to do so by the Principal. Should the Principal request the Agent to advertise the Premises for leasing and to erect "For Lease" signage, such cost shall be paid for by the Principal upon demand and it is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

### Inspection

16. Subject to the agreement of the Principal a prospective tenant may inspect the Premises unescorted during normal business hours provided that suitable identification and a refundable key deposit are obtained and the Premises are not occupied at the time.

### Repairs and Maintenance

17. The Agent is authorised to arrange cleaning, gardening, general maintenance and repairs for the upkeep and protection of the Premises, furniture and furnishings and the supply of essential services to tenants, provided that expenditure in excess of \$  for any one item shall not be incurred without the prior approval of the Principal except where in the opinion of the Agent that because of an emergency, repairs are necessary for the protection of the Premises or the supply of essential services to tenants.

### Disbursements from Principal's Monies

18. The Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:

- i Accounts for maintenance and repairs authorised in clause 17.
- ii Electricity and gas accounts.
- iii Owners corporation levies.
- iv Insurance premiums.
- v Television hiring charges.
- vi Local government rates.
- vii Other:

### Statement of Account

19. The Agent shall render monthly statements of receipts, disbursements, fees and charges and remit each month the net proceeds (provided that the Agent may withhold an amount of \$  to cover any anticipated charges occurring within thirty (30) days of the date of the said statements) to the Principal as follows:

By cheque in favour of  or  (Name of Party) with the  Branch of the  Bank, Account No.

20. If at any time, amounts payable exceed the balance of the account, the Principal agrees to pay the excess amount to the Agent upon demand.

### Authority to Deduct

21. In the event of any monies being paid to the Agent on behalf of the Principal, the Agent is hereby authorised to deduct from such monies all of the above mentioned fees, expenses and charges before accounting to the Principal.

### Financial Institution Taxes or Deductions

22. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account that are attributable to the affairs of the Principal.

### GST

23. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

### Agent's Indemnity, Liability and Release

24. The Principal will hold harmless and keep indemnified the Agent against, and release the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent.

### Financial, Investment, Taxation and Other Advice

25. **WARNING:** The Principal acknowledges that any financial, investment, taxation or other advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial, investment and/or taxation advisor or other appropriately qualified expert.

# HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

The *Property and Stock Agents Act 2002* (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

## HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

### Material Fact

26. i 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 *Residential Tenancies Regulation 2019* (NSW). Please answer the following:
- (a) Have the Premises been subject to flooding from a natural weather event or bush fire within the last 5 years?  Yes  No  
 Details
- (b) Are the Premises subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the Premises?  Yes  No  
 Details
- (c) Are the Premises listed on the LFAI Register?  Yes  No  
 Details
- (d) Have the Premises been the scene of a serious violent crime within the last 5 years?  Yes  No  
 Details
- (e) Have the Premises been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the *Drug Misuse and Trafficking Act 1985* within the last 2 years?  Yes  No  
 Details
- (f) Will council waste services be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council?  Yes  No  
 Details
- (g) Because of the zoning of the land or other laws applying to development on the land, will the tenant not be able to obtain a residential parking permit in an area where only paid parking is provided?  Yes  No  
 Details
- (h) Is there a driveway or walkway on the Premises which other persons are legally entitled to share with the tenant?  Yes  No  
 Details
- (i) If the Premises comprise or include a lot in a strata scheme, are there any scheduled rectification work or major repairs (including replacement of roofing, guttering or fences) to be carried out to common property during the fixed term of this agreement?  Yes  No  
 Details
- (j) Are the Premises part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding?  Yes  No  
 Details
- (k) Are the Premises part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding?  Yes  No  
 Details
- (l) Are the Premises part of a building in relation to which a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding?  Yes  No  
 Details
- ii The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the Premises and will keep the Agent updated in writing of any changes to material facts.
- iii The Principal acknowledges that the *Property and Stock Agents Act 2002* (NSW) and *Residential Tenancies Act 2010* (NSW) require the Agent to disclose all material facts to prospective tenants.
- iv The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective tenants of the Premises.
- v In this clause:
- (a) "building product rectification order" has the same meaning as in the *Building Products (Safety) Act 2017* (NSW);
- (b) "external combustible cladding" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
- (c) "fire safety order" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
- (d) "LFAI Register" has the same meaning as it has in clause 3(1) of the *Residential Tenancies Regulation 2019* (NSW);
- (e) "material fact" has the same meaning as it has for the purposes of section 52 of the *Property and Stock Agents Act 2002* (NSW) and section 26 of the *Residential Tenancies Act 2010* (NSW); and
- (f) "serious violent crime" includes murder, manslaughter, sexual assault or aggravated assault.

# HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

## HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

### Privacy

27. i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows personal information to be collected, held, used and disclosed for the purposes for which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
- ii This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent the Agent collects, holds, uses and discloses personal information.
- iii The Agent may collect, hold, use and disclose personal information the Principal provides the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal and the Premises; (b) advertising and promoting the Premises for lease; (c) processing and assessing any application received in relation to the lease of the Premises; (d) negotiating and preparing any lease for the Premises; (e) liaising and exchanging information with the Principal and the Agent's or Principal's legal and other advisors in relation to or in connection with any lease of the Premises; (f) managing this agreement and any lease of Premises including the collection of rent on behalf of the Principal and the preparation of required statements of account; (g) complying with any applicable law; (h) confirming whether the Principal is registered for GST purposes; (i) operating controlled money accounts; (j) complying with any dispute resolution process; (k) serving and signing (or arranging signing of) this agreement; and (l) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those parties with the Principal's personal information.
- iv If the personal information outlined in this agreement or requested by the Agent is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.
- v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including the Agent's or Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual tenants, clients of the Agent both existing and potential, tradespeople, strata owners corporations, valuers, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers), government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
- vi The Agent may also use the Principal's personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (by ticking the box below) or has previously told the Agent not to.
- vii If the Principal **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
- viii The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause or the Privacy Act. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
- ix Any requests for access to the Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
- x The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xi The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.
- xii The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xiii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause; and (b) provides express permission to the Agent to collect, hold, use and disclose personal information in the manner described in this clause.

### Disclosure of Rebates, Discounts, Commissions or Benefits

28. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, rebates, discounts, commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

Name of Third Party	Nature of relationship with Third Party	The nature and value of any estimated amount of rebate, discount, commission or benefit
		\$
		\$
		\$
		\$

If no rebate, discount, commission or benefit, write "nil".



# HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

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## HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

### Work, Health and Safety

29. i The Principal acknowledges that, at all material times:
- the Principal has sole management and control of the Premises listed for lease, to the exclusion of the Agent;
  - the Agent acts under the direction, management and control of the Principal to facilitate the lease of the Premises between the Principal and the tenant and in carrying out the Agent's management and other obligations under this agreement;
  - the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements; and
  - in any contracts associated with repairs and maintenance of the Premises, the Agent acts on the Principal's behalf and the Principal and contractor are the contracting parties.
- ii The Principal shall be responsible for ensuring that the structure of the Premises is safe and has been maintained to appropriate standards. This includes, but is not restricted to, ensuring the appropriate safety and control in accordance with all environmental and work, health and safety laws, regulations and other requirements, of:
- any asbestos, contamination or hazardous material in the Premises or on the land;
  - any building maintenance units, points of attachment and other fixtures for the purpose of external maintenance (e.g. window cleaning);
  - electrical circuitry including electrical installations, light and power outlets;
  - any fitted plant and substances including lead paint;
  - any confined space including lifts and lift wells; and
  - any walls, barricades, hoardings, stairs and railings that may pose a fall hazard.
- iii The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected the Premises prior to lease and that the Premises is:
- without risk to work, health and safety  Yes  No
- OR
- subject to the risks and controls as advised by the Principal to the Agent in writing  Yes  No
- iv The Principal shall authorise the Agent to remedy on behalf of the Principal and at the Principal's cost any issue arising during the course of the lease which is considered an imminent threat to work, health and safety.

### Premises Fit for Habitation

30. The Principal warrants that the Premises are fit for habitation within the meaning of the *Residential Tenancies Act 2010* (NSW), there is no legal impediment to occupation of the Premises at the time of entering into this agreement and that the Principal will notify the Agent immediately if any legal impediment to the occupation of the Premises arises during the term of this agreement.

### Compliance Warranty

31. Without limiting any other clause in this agreement, the Principal warrants that:
- the Principal has complied with its obligations under all applicable codes and legislation; and
  - the Premises complies with the requirements of all applicable codes and legislation, necessary for occupation of the Premises including, without limitation, with respect to smoke alarms, window safety devices, glass windows, staircases, doors and balustrades, asbestos, decks and balconies, lead paint, blind cord safety, hazardous activities and electrical, gas and plumbing installations.

### Disclaimer

32. The Principal acknowledges and agrees:
- that:
    - the Agent's role is to manage the tenancy;
    - the Agent is not qualified to:
      - assess the structural aspects of the Premises including, without limitation, with respect to staircases, decking and balconies, glass windows, window safety devices, doors and balustrades, smoke alarms, asbestos, swimming pools and associated fittings and safety barriers, electrical, gas and plumbing installations, lead paint and blind cord safety; and
      - ensure that the Premises complies and operates in accordance with the requirements of all applicable codes and legislation;
  - that inspections of the Premises conducted by the Agent do not include the moving of furniture, lifting of floor coverings, or inspecting the interiors of roof spaces, under flooring, inside of cupboards or the Principal's goods or other belongings; and
  - that the Agent has advised the Principal that the Principal should:
    - have property inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas; and
    - hold adequate and appropriate insurances including, without limitation, building insurance, indemnity insurance and landlords insurance.

### Principal's Authority

33. The Principal warrants that the Principal has authority to enter into this agreement.

### Warranty

34. The Principal warrants that all information provided by it to the Agent and in this agreement is true, correct and complete and that the Agent can rely on the information provided. The Principal agrees to keep the Agent updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.

# HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

HOLIDAY PREMISES MANAGEMENT AGENCY AGREEMENT

## Service and Signing

35. The Principal acknowledges being served with a copy of this agreement.
36. If the Agent causes this agreement to be electronically served on and/or signed by the Principal by way of electronic communication (including the use of a third party platform to facilitate the service and signing of this agreement), the Principal agrees that the Principal's electronic signature and initials created for the purpose of signing this agreement will be the electronic representation of the Principal's signature and initials for all purposes when the Principal electronically signs this agreement, just the same as a pen-and-paper signature or initial.

### PRINCIPAL

#### If Principal is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal /  
Authorised Representative

Date



Name of Signatory

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney / Authority Letter  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal /  
Authorised Representative

Date



Name of Signatory

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney / Authority Letter  
*(attach a copy)*

**Note:** The "Authority of Signatory" box above only needs to be completed if the signatory is an Authorised Representative of the Principal signing this agreement on behalf of the Principal. If so, please attach either a copy of the power of attorney or authority letter.

**If Principal is a corporation** *(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of  ACN

pursuant to section 127 of the *Corporations Act 2001* (Cth):

Signature of Director / Secretary /  
Authorised Representative

Date



Name of Signatory

Authority of Signatory *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer /  
Attorney *(attach a copy of Power of Attorney  
if applicable)*

Signature of Director / Secretary /  
Authorised Representative

Date



Name of Signatory

Authority of Signatory *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer /  
Attorney *(attach a copy of Power of Attorney  
if applicable)*

### AGENT

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent /  
Authorised Representative

Date



Name of Signatory

**Note:** This part of the agreement MUST NOT be signed by an assistant agent.