

EXCLUSIVE LEASING AGENCY AGREEMENT (RESIDENTIAL)

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

EXCLUSIVE LEASING AGENCY AGREEMENT (RESIDENTIAL)

PARTIES

Principal

ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		
Postcode		
Phone: Work	Home	Mobile
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		
616-620 Harris Street, ULTIMO, NSW		Postcode 2007
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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Being: Furnished Unfurnished Garage(s)/Car Space(s) included Yes No

AGREEMENT

Agent's Appointment

1. The Agent is granted exclusive leasing rights of the Premises from the date of this agreement until such time as the Premises are leased or this agreement is terminated by either party giving not less than days notice in writing but without prejudice to either party's rights accrued or obligations incurred prior to the effective termination.
 - i Term of tenancy agreement inclusive or as otherwise instructed in writing.
 - ii Rent per payable in advance or such other rent as the Principal may agree to accept.
 - iii Rental Bond or equivalent to weeks rent.

Agent's Authority

2. The Agent is authorised to act on behalf of the Principal:
 - i to undertake initial inspection; Yes No
 - ii to arrange inspection by prospective tenants; Yes No
 - iii to obtain references; Yes No
 - iv a to select a tenant; **OR** Yes No
b to recommend tenants Yes No
 - v to enter into and sign a tenancy agreement containing conditions approved by the Principal and accepted by the tenant; Yes No
 - vi to receive initial payment of rent and issue receipts; Yes No
 - vii to receive payment of rental bond if required and to lodge same in accordance with the provisions of the *Residential Tenancies Act 2010* (NSW). Yes No
3. The Agent shall endeavour to verify references from any prospective tenant.

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Agent's Remuneration

4. The Agent shall be entitled to a leasing fee as set out below in the event that the Premises are leased during the term of this agreement:

Leasing Fee (GST inclusive)

The Agent shall be entitled to the above fee if during the period of this agreement or any extension, either the Premises are leased:

- i by the Agent;
- ii by any other agent; **OR**
- iii by the Principal.

The Agent's Leasing Fee is due and payable by the Principal when a tenant enters into possession of the Premises or signs a residential tenancy agreement or pays rent, whichever occurs first.

Inspection

5. Unless otherwise instructed by the Principal, any prospective tenant is entitled to inspect the Premises in the following circumstances:

Promotional Activities

6. The Premises are to be advertised and/or otherwise promoted as per the attached schedule **OR** not advertised **OR** as follows:

The fees for each leasing are

\$ and are due and payable / /

For Lease Sign: Permission is hereby granted for the Agent to erect "For Lease" signage Yes No

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.

Services, Charges and Expenses

7. The Agent shall perform the following other services in connection with the leasing and shall be entitled to remuneration as follows if those services are performed as undertaken:

	Amount	When due and payable by the Principal
i Preparation of tenancy agreement	\$ <input type="text"/>	<input type="text"/>
ii If required, obtain copies of any by-law or management statement relating to a strata or community scheme, which is required to be provided to the tenant.	\$ <input type="text"/>	<input type="text"/>
iii Other <input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Variations of Services, Charges or Expenses

8. 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.

Authority to Deduct

9. 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 their above mentioned fees, expenses and charges before accounting to the Principal.

Payment to Principal

10. If money held by the Agent becomes due to the Principal, then the Principal directs the Agent to pay that money by:

Cheque Yes No Electronic Funds Transfer (EFT) Yes No

If by EFT: Account Name

BSB / Account No.

Financial Institution Taxes or Deductions

11. 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.

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GST

12. 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

13. 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

14. **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.

Disclosure of information to tenants.

15. i The *Residential Tenancies Act 2010* (NSW) requires that certain information be disclosed to the tenant before the tenant enters into a residential tenancy agreement. Please answer the following:
- | | | | |
|---|--|------------------------------|-----------------------------|
| a | Has the landlord prepared a contract for sale of the residential premises? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b | Is there any proposal to sell the residential premises? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c | Has a mortgagee commenced proceedings in a court to enforce a mortgage over the premises? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | - If yes, is a mortgagee taking action for possession of the premises? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d | If the Premises comprise of or include a lot in a strata scheme (within the meaning of the <i>Strata Schemes Management Act 2015</i> (NSW)), is a strata renewal committee currently established in relation to the strata scheme? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
- Note:** The landlord or landlord's agent must also provide a copy of the by-laws for the strata scheme before the tenant enters into a residential tenancy agreement.
- ii If the Premises comprise of a lot in a strata scheme, the Principal must provide a copy of the current by-laws for the strata scheme to the Agent and provide any amendments to those by-laws to the Agent immediately upon receiving notice of such amendments.

Material Fact

16. 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? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| b. | Are the Premises subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the Premises? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| c. | Are the Premises listed on the LFAI Register? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| d. | Have the Premises been the scene of a serious violent crime within the last 5 years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| 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 <i>Drug Misuse and Trafficking Act 1985</i> within the last 2 years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| 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? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| 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? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| h. | Is there a driveway or walkway on the Premises which other persons are legally entitled to share with the tenant? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |
| 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? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Details <input type="text"/> | | |

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- 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:
- "building product rectification order" has the same meaning as in the *Building Products (Safety) Act 2017* (NSW);
 - "external combustible cladding" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
 - "fire safety order" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
 - "LFAI Register" has the same meaning as it has in clause 3(1) of the *Residential Tenancies Regulation 2019* (NSW);
 - "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
 - "serious violent crime" includes murder, manslaughter, sexual assault or aggravated assault.

Privacy

17. 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, serving and signing (and arranging signing of) this agreement and managing any lease of the 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; and (k) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those third 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 The Agent may disclose personal information to other parties for any of the purposes for which it was collected (as outlined above) 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) or 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.

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- 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

18. 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 in "nil".

Premises Fit for Habitation

19. 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 as a residence 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

20. Without limiting any other clause in this agreement, the Principal warrants that:
- i the Principal has complied with its obligations under all applicable codes and legislation; and
 - ii 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

21. The Principal acknowledges and agrees:

- i that:
 - a the Agent's role is to manage the tenancy;
 - b the Agent is not qualified to:
 - A. 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
 - B. ensure that the Premises complies and operates in accordance with the requirements of all applicable codes and legislation;

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- ii 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
- iii that the Agent has advised the Principal that the Principal should:
 - (a) have property inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas; and
 - (b) hold adequate and appropriate insurances including, without limitation, building insurance, indemnity insurance and landlords insurance.

Smoke Alarms

22. Without limiting any other clause in this agreement, the Principal warrants that the Premises comply with the *Environmental Planning and Assessment Regulation 2000* (NSW).

Water Efficiency Measures

23. Do the premises contain the water efficiency measures prescribed by the *Residential Tenancies Act 2010* (NSW)? Yes No

Note: If the prescribed measures are not installed, the landlord may be prevented from recovering water usage charges from the tenant.

Work, Health and Safety

24. The Principal acknowledges that, at all material times:

- i the Principal has sole management and control of the Premises listed for lease to the exclusion of the Agent;
- ii 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
- iii the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements.

25. The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected and conducted an assessment of the risks and controls associated with the Premises prior to offering it for lease and that the Premises are:

- i without risk to work, health and safety Yes No

OR

- ii subject to the risks and controls as advised by the Principal to the tenant in writing Yes No

Landlord's Information Statement

26. The Principal acknowledges that it has read and understood the contents of an information statement in the approved form that sets out a landlord's rights and obligations under the *Residential Tenancies Act 2010* (NSW) and any other law in relation to a proposed residential tenancy.

Principal's Authority

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

Warranty

28. 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.

Service and Signing

29. The Principal acknowledges being served with a copy of this agreement.

30. 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.

31. The Principal acknowledges that by signing this agreement the Principal is denied the right to lease the Premises without paying commission.

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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.

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