

INSPECTION REPORT

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

And Agent Oxbridge Group Pty Ltd		
Agent's Licence No. ** (see note) 10077341		ABN/ACN 18 616 229 611
Trading as Oxbridge Property Group		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	
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.		

Address of Premises

Postcode

Description of Premises (e.g. factory, office, strata, free-standing, size, garage, etc.)

Description of the exterior condition of the Premises

Description of the interior condition of the Premises

Fixtures to the Premises (e.g. partitioning, mezzanine level, cabinetry, fire extinguishers, etc)

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

Improvements made to the Premises

Anything provided with the Premises (e.g. fire certificates, etc)

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.

Signature of Agent / Authorised Representative Date of Report

Name of Signatory

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

EXCLUSIVE LEASING AGENCY AGREEMENT (COMMERCIAL, RETAIL AND INDUSTRIAL)

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 (COMMERCIAL, RETAIL AND INDUSTRIAL)

PARTIES

Principal

ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		
		Postcode
Phone: Work	Home	Mobile
Email * (see note)		
Financial Institution Details: BSB /		Account 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.		

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.		

PRINCIPAL'S SOLICITOR CONVEYANCER

Firm		
Name of Solicitor / Conveyancer		
Address 1. Business		
2. Address for Service of Documents		
Phone: Work	Mobile	Email

PREMISES

Address of Premises to be leased

		Postcode
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Being: With fixtures and fittings as per attached schedule **OR** without fixtures and fittings

OR as follows

Garage(s)/Car Space(s) included Yes No

AGREEMENT

Agent's Appointment

1. i In consideration of the Agent promising to use their best endeavours to lease the subject Property, the Principal hereby grants to the Agent exclusive leasing rights of the Property for a period from / / to / / inclusive now called the "Exclusive Agency Period".
- ii During the Exclusive Agency Period either party may, by written notice, to the other party:
 - a give notice terminating the agreement at the end of the Exclusive Agency Period; or
 - b give notice of the conversion of the exclusive agency agreement (granted under clause 1(i)) into a non-exclusive agency agreement commencing immediately upon the expiry of the Exclusive Agency Period and continuing from month to month.

In the absence of any such written notice from either party to the other party, the agreement shall continue unchanged as an exclusive agency agreement from month to month (and the Exclusive Agency Period shall continue on from month to month accordingly), which can be terminated or converted into a non-exclusive agreement by either party giving one month's written notice to the other party.
- iii In this agreement (including Schedule 1):
 - a the word "lease" and the word "tenancy" will be taken to include a licence or other right of occupation and "leasing" and "leased" will have corresponding meanings;
 - b the word "tenant" or "lessee" will be taken to include a licensee or other permitted occupant; and
 - c the word "rent" has the meaning given in clause 2 of Schedule 1.



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Agents Authority

2. i The Agent is authorised to lease the Premises for:

a Term of tenancy agreement

or as otherwise instructed in writing.

b Rent

per

payable in advance or such other rent as the Principal may agree to accept.

c Bank guarantee /security deposit

or equivalent to rent, or

as otherwise instructed in writing.

ii The Agent is authorised to act on behalf of the Principal:

a to undertake initial inspection;

Yes No

b to arrange inspections by prospective tenants;

Yes No

c to inform prospective tenants of the Principals special conditions of the proposed lease as set out in the attached Schedule 1

Yes No

d to obtain and check references;

Yes No

e to • select a tenant; **OR**
• recommend tenants

Yes No

Yes No

f to enter into and sign a lease (not in registerable form) containing conditions approved by the Principal and accepted by the tenant;

Yes No

g to receive initial payment of rent and issue receipts;

Yes No

h to receive bank guarantee /security deposit if required.

Yes No

Agent's Remuneration

3. i The Principal agrees that if the Agent prior to the termination of this agreement introduces to the Principal a person or entity (the "Lessee") who:

a executes either any agreement to lease, or a lease of the Premises, or procures another person or entity to execute either any agreement to lease or lease of the Premises irrespective of by whom such documents are prepared; **OR**

b enters into possession of the Premises or procures another person or entity to enter into possession of the Premises; **OR**

c pays rent for the Premises or procures another person or entity to pay rent for the Premises, including, without limitation, any assignee or nominee from a Lessee of the Premises (or any part thereof);

then the Agent shall upon the happening of any one of the events set out in (a), (b), or (c) above be entitled to be paid the full Leasing Fee calculated as a percentage of the Average Annual Rent (as defined in the Schedule 1 of this agreement).

Leasing Fee (GST inclusive)

together with any amounts due to the Agent pursuant to the Schedule 1 of this agreement and the Principal undertakes to pay all fees in accordance with this agreement.

ii The Agent is granted exclusive leasing rights and shall be entitled to the above mentioned fee if during the Exclusive Agency Period of this agreement or any extension of it the Premises are leased:

a by the Agent; **OR**

b by any other agent or any tenant's representative; **OR**

c by the Principal.

Inspection

4. Subject to clause 2(ii)(b), any prospective tenant is entitled to inspect the Premises in the following circumstances:

Promotional Activities

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

OR as follows:

The advertising /promotional 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.



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EXCLUSIVE LEASING AGENCY AGREEMENT (COMMERCIAL, RETAIL AND INDUSTRIAL)

Services, Charges and Expenses

6. The Agent shall perform the following additional services in connection with this agreement and shall be entitled to the reimbursement of the following charges and expenses (GST inclusive):

Service	Amount	When due and payable by the Principal
	\$	
	\$	

Variations of Services, Charges and Expenses

7. 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.

Limit of Agent's Services

8. The Agent does not undertake to perform any other services in connection with the leasing of the Premises other than as set out in this agreement.

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

Financial Institution Taxes or Deductions

10. 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

11. 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 and Liability

12. 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

13. **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, taxation advisor or other appropriately qualified expert.

Material Fact

14. i 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 new material facts or any changes to material facts.
 ii The Principal acknowledges that the *Property and Stock Agents Act 2002* (NSW) requires the Agent to disclose all material facts to prospective tenants.
 iii 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.
 iv In this clause "material fact" has the same meaning as it has in section 52 of the *Property and Stock Agents Act 2002* (NSW).

Privacy

15. 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 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 information including 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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EXCLUSIVE LEASING AGENCY AGREEMENT (COMMERCIAL, RETAIL AND INDUSTRIAL)

- 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

16. 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
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>

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

Principal's Authority

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

Work, Health and Safety

18. i The Principal acknowledges that, at all material times:
- a the Principal has sole management and control of the Premises listed for lease, to the exclusion of the Agent;
 - b the Agent acts under the direction, management and control of the Principal to facilitate the lease of the Premises between the Principal and the Lessee; and
 - c the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements.
- 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:
- a any asbestos contamination or hazardous material in the Premises or on the land;
 - b any building maintenance units, points of attachment and other fixtures for the purpose of external maintenance (e.g. window cleaning);
 - c electrical circuitry including electrical installations, light and power outlets;
 - d any fitted plant and substances including lead paint;
 - e any confined space including lifts and lift wells; and
 - f 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 and conducted an assessment of the risks and controls associated with the Premises prior to offering it for lease and that the Premises are:
- a without risk to work, health and safety Yes No
- OR**
- b subject to the risks and controls or contamination as advised by the Principal to the Lessee in writing Yes No

Acknowledgements, Signing and Service

19. i The parties acknowledge that the attached schedule 1 forms part of this agreement.
- ii The Principal acknowledges being served with a copy of this agreement.
20. The Principal acknowledges that by signing this agreement they are denied the right to lease the Premises without paying commission.
21. 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.

Warranty

22. 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.


REINSW

 REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

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EXCLUSIVE LEASING AGENCY AGREEMENT (COMMERCIAL, RETAIL AND INDUSTRIAL)
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.



SCHEDULE 1

1. Unless otherwise instructed the Agent may allow other agents to act in conjunction with the Agent in order to effect a leasing but only one leasing fee will be payable.

2. i **"Rent" and "Average Annual Rent" Defined**

a "rent" means the total rent reserved by the lease or agreement to lease for the whole of the term certain expressed in such lease or agreement to lease, having regard to the rent review mechanisms under the lease, together with any additional charges such as for cleaning, outgoing contributions, partition or shop-front rentals, naming or signage rights, car parking fees and any other payment to or on behalf of the Principal for which the Lessee is made responsible under the lease or agreement to lease, irrespective of the purpose to which the payment is subsequently applied, but excluding payments made as security deposits but including the GST attributable (if any) to such rent and charges. For these purposes "Principal" includes an assignor or sub-lessor, "Lessee" includes an assignee or sub-lessee and rent will be taken to include a licence fee or occupancy fee. In calculating the Agent's fee under the agreement, cash allowance, rebates, rent free periods or similar incentives offered by the Principal as an inducement to lease shall not be taken into account.

b "Average Annual Rent" means the rent divided by the number of years in the term certain of the relevant lease or agreement to lease.

ii **"Term of Lease"**

For the purpose of calculating the Agent's fee or fees the lease period is the term certain of the lease, excluding the period of any further term which the Lessee may be entitled to take up by exercise of an option.

iii **Lease with Option to Purchase**

Where the Premises are leased and the Lessee has a right of purchase or a first right of refusal which is exercised by the Lessee, or a person or entity related to, associated with or introduced by the Lessee, or the person/s or entity introduced to the Principal by the Agent in accordance with and for the purpose of this agreement purchases the Premises the Agent's fee shall be as follows:

(GST inclusive)

Such fee shall be due and payable by the Principal when such right is exercised or the person/s complete the purchase of the Premises.

iv **Premiums**

Where a lease is granted in whole or part for a lump sum consideration payable by the Lessee as a premium, however described, the Agent will be entitled to receive a fee at the rate of

(GST inclusive)

on such premium consideration in addition to any other fee payable under the agreement.

v **Plant, Fixtures and Fittings**

Where there is a "once only" payment under the lease attributable to the sale of plant, fixtures, fittings, partitions, furniture and similar items, a fee will be calculated at

(GST inclusive)

of the sale price.

However, where this sale price is amortised over the term of the lease, or is otherwise payable on a periodic basis, the payments attributable to the sale of plant, fixtures, fittings, partitions, furniture and similar items under the lease shall constitute "rent" for the purposes of calculation of a fee pursuant to the agreement.

vi **Subsequent Letting of Additional Space**

A fee shall be payable on any subsequent letting by the Principal of additional space within the Premises to the same Lessee (or to an associate or subsidiary of the Lessee) calculated in accordance with the agreement provided that the Lessee, in respect of the additional space, commences rental payment or takes possession or enters into a lease or an agreement to lease no later than 18 calendar months after the commencement date of the lease for the initial space.

vii **Sub-Letting, Assignment and Surrender of Lease** (only applicable to an Agency Agreement between a tenant or a sub-tenant and the Agent).

a In respect of any sub-letting or assignment, a fee shall be payable in accordance with the agreement as if such sub-letting or assignment was a new lease, provided that for this calculation the remainder of the term assigned or sub-let (excluding any option periods) shall be considered the term of the lease. Where the remainder of the term is a period of less than one year, the Average Annual Rent reserved shall, for the purposes of calculating the fee, be the monthly rent multiplied by 12.

The minimum fee payable to the Agent will be

(GST inclusive)

of the Average Annual Rent, regardless of lease term.

b If a Principal (who is a lessee or sub-lessee) surrenders a lease or a sublease to enable any other party introduced by the Agent to execute a lease or sublease (for all or part of the Premises), the Principal is liable to pay the Agent the leasing fee pursuant to clause 3 of this agreement.

viii **Rental Review Negotiations**

For conducting rental review negotiations, the Agent's fee shall be

(GST inclusive)

of the amount of the increase in the Average Annual Rent, OR

(GST inclusive)

of the new Average Annual Rent whichever is the greater.

ix Where a prospective lessee is introduced to the Principal and/or to the Premises, and subsequently purchases the Premises, the Agent shall be entitled to a fee in accordance with 2 (iii) above.

3. In the event of any inconsistency between this Schedule and the agreement, the provisions of the agreement shall prevail.

NOTE: It is advisable that any agreements entered into with other agents for the lease of the Premises be terminated as soon as possible in accordance with the terms of such an agreement and that no new agency agreement be entered into otherwise an additional agent could also be entitled to remuneration.