



Agency Agreement

Property details		
Registered Owner ["the client"] _____		
Property address _____		
Postal address _____		
Mobile _____	Mobile _____	Email _____
Company / Trust / Other _____		

Property details	Car	Approx. year built	Remarks
Total bedrooms _____	Garage _____	_____	_____
Total bathrooms _____	Carport _____	_____	_____
M ² dwelling _____	Off street _____	_____	_____
M ² land _____		CCC: COA / Materbuild	_____

Listing	
Listing date _____	Expiry date _____
Commencement date _____	
Listing price \$ _____	Inc GST _____
Marketing investment \$ _____	Ex. GST _____

Chattels remaining		
Stove _____	Rangehood _____	Wall/Under Bench Oven _____
Dishwasher _____	Blinds _____	Light Fittings _____
Burglar Alarm _____	Heated Towel Rail _____	Heat Pump _____
Garden Shed _____	Kitchen Waste Disposal _____	Curtains _____
Fixed Floor Coverings _____	Bathroom Extractor Fan _____	

Method of sale	Exclusive	General	Other
Auction	Date _____	Time _____	On site in rooms _____
Tender	Date _____	Time _____	
Deadline	Date _____	Time _____	
Price by negotiation	Price range \$ _____		
Preferred settlement date _____			
Client GST registered	Yes	No	GST No. _____

Fixtures / chattels excluded - Notes	

Other details	
Signage (Corflute/pictorial) _____	
Key location _____	
Alarm code _____	
Referred by/source _____	
Reason for selling _____	
Any hazards known _____	
Any pending works _____	
Dog/s on site _____	

Legal details			
Fee simple _____	Cross lease _____	Stratum _____	Leasehold _____
Lot _____	DP/Flats plan _____	CT _____	
Council _____	Rates _____	Water _____	
LV _____	IV _____		
CV _____	Date _____		

Body corporate
Body corporate fees _____
BC Management co. _____
Postal address _____

Phone _____
Email _____
BC Notes available _____
Vendor arrangements for obtaining pre-contact disclosure _____

Solicitor's details
Name _____
Firm _____
Phone _____
Email _____
Consent to approach _____

Tenant details		
Name _____		
Name _____	Phone _____	
Name _____	Fixed _____	Periodic _____
Viewing instructions _____		
Start date _____	Start date _____	

Lifestyle	House	Bare land
Water supply _____	Contour _____	
Paddocks _____	Fenced _____	
Services _____	Buildings _____	

Property management	
Management company _____	
Contact _____	Initial _____
Email _____	Phone _____

The client appoints _____, a licensed real estate agent under the REAA 2008 as the client's real estate agent for the sale of the property described in this agreement _____ . Pursuant to this appointment the agent is authorised to market the Property, conduct negotiations and to prepare any Sale and Purchase Agreements, Auction or Tender documents and do all other things as may be necessary or required to give effect to a sale of the Property and such work may be conducted by the Agent or through a Branch Manager or Salesperson of the Agent and such parties may be referred to herein as Licensees.

Agency: (tick what applies to you)

Sole Agency: The Client appoints the Agent as Sole Agent. The agency will commence on the commencement date and continues until midnight on the expiry date. If no end date is provided, 90 days from the Commencement Date. This sole agency may be terminated by the Client, by written notice to the Agent by 5 pm on the first working day after the day on which a copy of this agreement is given to the Client.

General Agency: The Client appoints the Agent as general agent. The agency will commence on the commencement date. The general agency if cancelled by either party giving seven (7) days' written notice to the other party; or, if no end date is provided, until cancelled by either party by giving seven (7) days' written notice to the other party.

Auction Authority: The Client appoints the Agent to offer the Property for sale by public auction as specified on front page, subject to a reserve price, if any, to be notified to the Agent in writing prior to the Auction Date. If the Property is sold by public auction the Client authorises the Agent to sign on its behalf the agreement that forms part of the Agent's standard particulars and conditions of sale by auction.

Tender Authority: The Client appoints the Agent to offer the Property for sale by public tender with the public tender closing on specified Tender Date or as otherwise agreed.

Prior Agency (Tick what applies to you)

The Client has not appointed any other real estate agent to sell the Property prior to signing this agreement.

OR

The Client has appointed the following real estate agent/s prior to signing this agreement.

Name of agency _____ Period of agency _____

Name of agency _____ Period of agency _____

Note: If a sale is affected by or through the instrumentality of any other real estate agent authorised by the Client, then the client may be liable to pay full commission to more than one agent.

Example of how commission is calculated

The Agent's commission is calculated as follows:

_____ % of the sale price plus GST or a fixed price of \$ _____ + GST. The sale price is defined as the cash value transferred to the owners including the value of any benefit or liability so transferred. If the commission is not paid as agreed upon presentation of an invoice. I/We agree to pay interest from the date the commission is due, and all costs of collection (including all legal fees on a solicitor and client basis as actually incurred). Further this Agency Contract constitutes a charge against the property herein agreed to be sold, for the amount of the commission payable, for the purposes of the Land Transfer Act 1952.

The agent's appraisal as provided is \$ _____ to \$ _____

For example if we sold your property for \$ _____

The estimated commission would be \$ _____ incl. GST.

In addition to and separate from the commission the client agrees to pay the sum of \$ _____ incl. GST for advertising and marketing of the property as agreed in the attached Marketing Plan upon signing this agreement. The payment for advertising will be deposited into the nominated account as detailed in the Marketing Form. We agree to immediately deposit this amount into your nominated account. No marketing will be commenced until receipt of the vendor paid advertising. Note: The Client is not obliged to agree to the additional expenses related to advertising and marketing.

Commission agreed:

Office Use - Marketing:

Property additional features

House style	Living area	Ensuite	Media	Additional	Salt	Brick veneer
Art deco	Formal dining	Bath	Mezzanine	Phone extensions	Security fencing	Cedar
Bungalow	Formal lounge	Spa bath	Office/study	Rewired	Spa	Iron
Character	Open plan	Separate shower	Pool/billard	Satellite dish	Grounds	Plaster
Colonial	Separate living	Bedroom 2	Rumpus	Smart wiring	Backyard access	Render
Contemporary	Separate dining	Single	Sleepout	Smoke alarms	Landscaped/designed	Weatherboard
Executive	Section/Bare land	Double		Security system	Manicured	Zincalume
Lifestyle	Pegs defined	Built-in wardrobe	Flooring	TV aerial	Tidy	Other
Other	Power bndry/gate	Bedroom 3	Carpet	TV points	Overgrown	
	Kitchen	Single	Floating	Vacuum system	Garden shed	Condition
Unit style	Designer	Double	Parquetry	Other	No. of sheds	Renovated
Highrise	Modern	Built-in wardrobe	Polished		Sizes	New
Hotel/Strata	Original	Bedroom 4	Tiles	Water heating	Glasshouse	Excellent
No. of levels	New	Single	Timber	Gas	Garaging/Car Parking	Good
No. of blocks	Standard	Double	Other	Electric	Single lock up	Fair
Penthouse	Open plan	Built-in wardrobe		Solar	Double lock up	Renovator
				Litres	Tandem	Roof
Other style	Separate	Main bathroom	Window coverings	Outdoor living	Free standing	Butynol
Under construction	Breakfast bar	Bath	Drapes	BBQ area	Internal access	Coloursteel
Enviro friendly home	Dishwasher	Spa bath	Net curtains	Lighting	Closed carport	Decramastic
	Double sink	Separate shower	Shutters	Power	Open carport	Iron
	Extractor fan	Shower over bath	Blinds	Deck/patio	Off street	Longrun
Aspect	Gas reticulated	Heater	Insulation	Entertainment area	Auto doors	Tile
North	Gas bottled	Exhaust fan	Ceiling	Covered	No. remotes	Concrete
South	Microwave	Other bathrooms	Walls	Uncovered	Workshop	Slate
East	Pantry	Total toilets	Floor	Partly covered	Combined	Terracotta
West	Rangehood	Laundry	Heating/cooling	Paved	Separate	Other
Views	Separate cooktop	Separate	Ceiling fans	Concrete	Fencing	
Bush	Separate oven	In bathroom	Central heating	Other surface	Fully	Joinery
City	Upright stove	In kitchen	Ducted heating	Garden	Partial	Timber
Park	Waste disposal	In garage	Electric	Tennis court	None	Aluminium
Private	Finish	Additional rooms	Gas bottled	Verandah	Materials	Double glazing
Rural	Granite	Attic	Gas mains	Clothes line		Water supply
Urban	Stainless steel	Conservatory/sun	Heat pump	Pool	Land contour	Town supply
Water	Laminated	Family	Solar	Above ground	Flat	Bore
Waterfront	Lacquered	Granny flat	DVS/HRV	Chlorine	Flat to sloping	Tank
	Timber	Separate	Underfloor	Concrete	Sloping	size
Locality	Other	Attached	Woodfire	Fibreglass	Steep	Sewerage
Close to schools		Council Appr.	Open	Indoor	Construction	Mains
Close to shops			Closed	Inground	Block	Septic
Close to transport	Main bedroom		Stove	Pebble	Brick	Bio cycle
	Double		Other			Envirocycle
	Built-in wardrobe					Other
	Walk-in wardrobe					
	Balcony/deck					

General Terms

1.0 Client Acknowledgements – Please read carefully

- 1.1 The Client, prior to signing this agreement, acknowledges and agrees that the Client has been:
 - 1.1.1 recommended to seek legal advice and a reasonable opportunity to obtain legal advice was allowed by the Agent;
 - 1.1.2 recommended that the Client can, and may need to, seek technical or other advice and information and a reasonable opportunity to do so was provided;
 - 1.1.3 given a copy of the approved guide relating to agency agreements published by the Real Estate Agents Authority. Further information on agency agreements and contractual documents is available from the Real Estate Agents Authority (www.reaa.govt.nz);
 - 1.1.4 given a copy of the approved guide relating to sale and purchase agreements published by the Real Estate Agents Authority;
 - 1.1.5 made aware of the Agent's in-house complaints and dispute resolution procedures and a copy of this has been made available;
 - 1.1.6 advised and has had an explanation of the circumstances in which the Client could be liable to pay full commission to more than one Agent in the event a transaction is concluded;
 - 1.1.7 advised when this agency agreement comes to an end;
 - 1.1.8 made aware of the various possible methods of sale and how the chosen method could impact on the individual benefits that the Licensees may receive;
 - 1.1.9 Provided with a marketing plan which sets out how the property will be marketed and advertised;
 - 1.1.10 made aware of the Agent's disclosure obligations;
 - 1.1.11 given an appraisal for the Property in writing or where no directly comparable data exists this has been explained in writing.

2.0 Deposit

The client agrees:

- 2.1 That @realty Ltd, will hold the deposit funds in their Statutory trust account and disburse the monies payable under this agreement on behalf of vendors and purchasers.
- 2.2 The client agrees that the Agent will be entitled to be paid its commission and expenses directly from the deposit held by @realty as soon as such deposit may be released under section 123 of the Real Estate Agents Act 2008. Where the Property being sold is a unit title, the Client agrees that this deduction will be delayed until completion of the obligations under sections 147 and 149 of the Unit Titles Act 2010.
- 2.3 Unless otherwise stated the commission will become payable immediately upon the agreement for the sale or other disposal of the Property becoming unconditional. The Client shall instruct their solicitor to advise the Agent as soon as practicable on the agreement becoming unconditional.

3.0 Confidentiality

- 3.1 Except as otherwise provided in this agreement or as agreed between the parties, neither party may disclose any information contained in this agreement to a third party other than:
 - 3.1.1 as required by law;
 - 3.1.2 in good faith and in proper furtherance of the objects of this agreement;
- 3.2 To those of its employees, officers, professional or financial advisers and bankers as reasonably necessary but only on a strictly confidential basis;
- 3.3 To enforce a party's rights or to defend any claim or action under this agreement; or
- 3.4 Where the information is already in the public domain.
- 3.5 The Client acknowledges that disclosure of the Clients' confidential personal information is permitted if the disclosure is consistent with the Information Privacy Principles in section 6 of the Privacy Act 1993.

4.0 Data Collection & Indemnity

- 4.1 The details of any agreement for the sale and purchase of the Property may be passed to the Real Estate Institute of New Zealand, upon such agreement becoming unconditional, for the purposes of collecting and compiling sales statistics. To that extent but not otherwise, the Client waives any right the Client may have under the Privacy Act 1993 in respect of such information.
- 4.2 The Client (and if more than one, jointly, severally) indemnifies the Agent, the licensee and any of their respective employees, agents, contractors, against losses, damages, claims, or other liability arising from any inaccurate information provided by the Client or any material omissions by the Client in this agreement.
- 4.3 Other than in accordance with any auction authority, the Agent is not authorized to sign an agreement for sale and purchase on behalf of the client.
- 4.4 Any photographs or display material may be obtained, displayed or used for promotional purposes by the Agent as necessary and be subsequently used by the Agent for promotional purposes for a reasonable period unless otherwise instructed.
- 4.5 The termination or cancellation of this agreement for any reason is without prejudice to any other rights, powers, authorities, or remedies which the Agent may have included the right to commission or reimbursement of the agreed marketing costs.

5.0 Notices

- 5.1 Any notices given under or relating to this agreement may be served or given by hand, mail, fax or email. If there is more than one set of contact details for the Client, then a copy of this agreement and any notices may be sent to any one of them and notice to any person that is listed as a Client will be notice to all of them. Notices to the Client may also be sent to the Client's lawyer unless otherwise instructed.
- 5.2 This agreement and notices under it will be deemed to have been received:
 - 5.2.1 when delivered in person, at the time of delivery;
 - 5.2.2 if sent by mail, 3 working days after being mailed;
 - 5.2.3 if sent by fax, when the sender receives a transmission report showing the transmission has been satisfactorily completed; or
- 5.3 If sent by email, when the email enters the recipient's information system.
- 6.0 Agent's Statement relating to Rebates, Discounts and Other Commissions
- 6.1 I, the Agent, confirm that in relation to any expenses for or in connection with any real estate agency work carried out by me for the Client in connection with the transaction covered by this agency agreement:

Delete one of the following:

- (a) I will not receive, and am not entitled to receive, any rebates, discounts or other commissions.
 - (b) I will receive, or am entitled to receive, the rebates, discounts, and commissions specified below.
- 6.2 Omit this paragraph if you selected paragraph 1(a) above. If you selected paragraph 1(b) above, provide the specified details for each rebate, discount or commission.

Expenses to be incurred [specify goods or services to which rebate, discount or commission relates].

Expenses means any sum or reimbursement for expenses or charges incurred in connection with services provided by an agent in the capacity of agent.

Provider of rebate, discount or commission [specify name of person or organisation]

Amount of rebate, discount or commission \$[specify actual or estimated amount including GST*]. * Estimates must be clearly marked as such

{Signature of Agent}

7.0 Disclosure of Information (Please read carefully)

- 7.1 The Client acknowledges that the Agent is required under the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 to disclose known defects to purchasers or potential purchasers and not to withhold information that should by law or in fairness be provided to purchasers or potential purchasers.
- 7.2 The Client also acknowledges that where it would appear likely that the Property may be subject to hidden or underlying defects, then the Agent is required to either:
- (a) obtain confirmation from the Client, supported by evidence or expert advice, that the Property is not subject to defect; or
- (b) ensure that purchasers or potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose
- 7.3 If the Agent is unable to obtain confirmation under clause 7 the Agent will inform purchasers or potential purchasers of any significant potential risk identified by the Agent consistent with rule 10.7(b) of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012
- 7.4 If at any time during the term of the agency the Client directs the Agent not to disclose to purchasers or potential purchasers any known defects or any significant potential risks for hidden or underlying defects identified by the Agent contrary to the terms of this agreement or to the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, the Agent may then cancel this agreement by written notice.
- 7.5 Leaks Disclosure: Is the client aware of past or present issue(s) structural problems with the property or its construction affecting the property or complex
- | | |
|-----|----|
| Yes | No |
|-----|----|
- 7.6 A licensee is not required to discover hidden or underlying defects in land but must disclose known defects to a customer. Where it would appear likely to a reasonably competent licensee that land may be subject to hidden or underlying defects, a licensee must either;
- (a) Obtain confirmation from the client, supported by evidence or expert advice, that the land in question is not subject to defect or
- (b) Ensure that a customer is informed of any significant potential risk so that the customer can seek expert advice if the customer so chooses. Does, or has the property had any known faults or issues that may be currently affecting the property or likely to affect the property in an adverse way for an individual or individuals who may be considering purchasing the property as described in the property address as stated in Clause 1.0 of this Agreement.
- 7.7 Toxicology I/We have been advised by the Salesperson that the new Agreement for Sale and Purchase (ADLS/REINZ) Tenth Edition has a clause added to do with Toxicology Report Condition. We are not aware of any defect in the property you are going to market. I/We am/are aware that the use of drugs, property has been contaminated.
- 8.0 AML/CFT: Customer Due Diligence

The Client acknowledges and agrees that:

- 8.1 The Agent may collect information about the Client to undertake customer due diligence and take any other steps that may be necessary to comply with the AML/CFT Act;
- 8.2 The Agent may use customer due diligence services (including electronic based services from a third party) to verify the Client's identity and conduct customer due diligence under the AML/CFT Act.
- 8.3 This agreement is not effective and a business relationship for the purposes of the AML/ CFT Act is not formed until customer due diligence has been completed. Until customer due diligence has been completed the Agent is not able to perform any of its obligations under this agreement.
- 8.4 If the Client does not provide the necessary information or documents required to complete customer due diligence or the Agent at any stage suspects that the business relationship or transaction is unusual or otherwise breaches the AML/ CFT Act, the Agent may:
- (a) Refuse to proceed with this agreement, suspend its obligations under this agreement, or terminate this agreement.

- (b) Delay, block, or refuse to process a transaction; and
- (c) Report a transaction

Initial of Client or Authorised Person _____

9.0 Health and Safety

- 9.1 The Client acknowledges and understands that the Agent has obligations under the Health and Safety at Work Act 2015 to ensure the health and safety of workers (including employees, contractors, and employees of contractors) and the public while undertaking work in relation to the sale and purchase of the Property in accordance with this Agreement.
- 9.2 The Client shall give the Agent all reasonable assistance and information to ensure that no hazards or risks at, or arising from, the Property affect the health and safety of any person while the Agent is performing its role under this Agreement, including by:
- 9.2.1 promptly providing to the Agent information about any & all hazards or risks at the Property which are known to the Client; and
- 9.2.2 complying with any reasonable instructions given by the Agent about actions required to be taken to address any identified hazards of risks at the Property to ensure the health and safety of people visiting the Property at the request or invitation of the Agent.
- 9.3 In circumstances where the Client is a 'person conducting a business or undertaking' (as that term is defined in the Health and Safety at Work Act 2015) it must:
- 9.3.1 comply with its obligations under the Health and Safety at Work Act 2015 (and its supporting Regulations) during the term of the Agreement; and
- 9.3.2 consult, cooperate, and coordinate activities with the Agent and any other relevant party in respect of any work undertaken in relation to the sale and purchase of the Property so as to ensure that all parties understand the nature of the work, the risks arising from the work, and the controls to be implemented to mitigate those risks, and to enable the Client and the Agent to verify that the risks are being controlled and the work is being performed safely and in accordance with this Agreement

10.0 Indemnities and Warranties

- 10.1 The owners hereby warrant that all chattels/fixtures are free from any PPSA security, charge or encumbrance whatsoever and hereby indemnify the Agent or Conjoint Agent against any claim or claims by any Purchaser or any other person for compensation in respect of any chattel/fixture. Further the owners have read the property description information (including GST status) any warrant that all information is true and correct in all respects, and to the maximum extent permitted by law further do hereby provide a full indemnity to the Agent(s) for all or any damages, losses, costs or fines, awarded, howsoever incurred or suffered either as a result of any claim made by any Purchaser, proposed Purchaser or any other person arising from the use of the property description information, or of any other information or representation(s) whatsoever supplied by or made by the Owner or Owner Agent(s).
- 10.2 The Owners hereby warrant and undertake that where any work has been done or permitted to be done on the property (including additions, extensions, alterations to the property) by the Owners for which authority, consent, permit or licence is required by law then an authority, consent, permit or licence was obtained for those works and such works were carried out in accordance with the same. If the property is on a Composite title or Unit Title then such title is the Owners best knowledge and belief free from defect (including additions, extensions or alterations to the property).

I/We as owners (or duly authorised person), hereby agree that I/we have read, understood and accepted these terms and conditions. I/We acknowledge we are entering into this Sole/General Agency freely and voluntarily, and without any undue influence or duress. I/We acknowledge and agree that we have been advised and understand the terms of this agreement, and that these are the full terms and conditions of the appointment of the Agency. I/we confirm the details contained in this document are a fair and accurate representation of the property, and acknowledge that the information contained in this document may be disclosed by the Agent to third parties showing interest in the property during the term of this agreement without further notice to the Client.

Signed by Authorised Client: _____ Date: _____ Time: _____

Signed by Authorised Client: _____ Date: _____ Time: _____

Salesperson name: _____ Salesperson signature: _____

Licensee company: _____ (Licensed REAA 2008)
Agency Name

Licence No. _____

Licence number: _____
Licence Number

Address: _____
Address