



Oxbridge Group Pty Ltd  
Level 5 and 6, 616 Harris Street Ultimo NSW 2007  
Tel: 1300 680 690 Agent No: 10077341  
Email: admin@oxbridge.com.au

Member of REINSW

NSWPM002 © Lawsoft Pty Ltd

# PROPERTY MANAGEMENT AGREEMENT

## RESIDENTIAL PROPERTY

### LANDLORD 1

Name				
Address				
Phone	Mobile	Fax	ABN	
Email				

### LANDLORD 2

Name				
Address				
Phone	Mobile	Fax	ABN	
Email				

### AGENT (the Manager)

Name	Oxbridge Group Pty Ltd trading as			
Address	Level 5 and 6, 616 Harris Street Ultimo NSW 2007			
Phone	1300 680 690	Mobile	Fax	ABN 18616229611
Email	admin@oxbridge.com.au			

### PROPERTY

Address	
_____	
_____	
Council Area	
_____	
Owners Corporation/Community Title	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Manager	_____
Address	_____
Phone	_____ Email _____
Special or other matters relating to the Property (use an Annexure as necessary)	
_____	
_____	

### APPOINTMENT OF MANAGER

<input type="checkbox"/> To Manage the Property and in each case as sole Manager or letting agent and
<input type="checkbox"/> To Let the Property as required
<b>The Property is available for letting from</b>
<b>Tenancy periods to offer or existing</b> <input type="checkbox"/> Fixed Term <input type="checkbox"/> Periodic <input type="checkbox"/> Existing Tenancy
Other details:
_____
_____

**TERM OF MANAGEMENT AUTHORITY**

**The Landlord appoints the Manager for the initial term of**

24 months from commencement

Other \_\_\_\_\_

and this Authority continues thereafter for the same period after each term or until the first to occur:

where acting as manager, it is terminated by the Landlord on not less than **12 months** prior written notice (\*and see termination provisions further below); or

where acting as letting agent only, when it is terminated by the Landlord on not less than 3 months prior written notice; or

upon the sale and settlement of the Property by the Landlord; or

the Manager gives notice (without cause) that it declines to continue to act as manager and/or letting agent

Additional terms (if any): \_\_\_\_\_

**PROFESSIONAL FEES PAYABLE**

**Management Fee**

\_\_\_\_\_

**Schedule of Fees**

**Letting fee** \_\_\_\_\_

**Inspections ingoing/outgoing** \_\_\_\_\_

**Rent review** \_\_\_\_\_

**Furniture/equipment inventory** \_\_\_\_\_

**Routine inspections** \_\_\_\_\_

**Attending to insurance claims** \_\_\_\_\_

**Tribunal hearings** \_\_\_\_\_

**Legal fees for debt recovery** \_\_\_\_\_

**Document preparation** \_\_\_\_\_

**Statements and Annual Reports** \_\_\_\_\_

**Oversee Refurbishment** \_\_\_\_\_

**Maintenance Attendances** \_\_\_\_\_

**Renewal of Tenancy** \_\_\_\_\_

**Monthly Statements / Reports** \_\_\_\_\_

**ADVERTISING EXPENSES**

For the purpose of securing new tenants the Landlord authorises the Manager to incur and recover from the Landlord the following expenses for each letting:

**Media Advertising**  No  Yes (detail) \_\_\_\_\_

**Signage**  No  Yes (detail) \_\_\_\_\_

**Internet**  No  Yes (detail) \_\_\_\_\_

**Other**  No  Yes (detail) \_\_\_\_\_



**WATER CONSUMPTION**

**Water charges assessed by Water Corporation**

Landlord must supply all water charges promptly to the Agent

Tenants are to pay for each tenancy period:

- All quarterly supply charges & all water usage;
- All water usage;
- All water usage over & above      kL      annual allowances;
- All water supply charges for the period;
- None;
- Other: \_\_\_\_\_

\* If the property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below

**AUTHORITY OF THE MANAGER**

**Authority to instruct repairs and maintenance**

For the purpose of effecting repairs and/or maintenance for the Landlord, the Manager is authorised to instruct expenditure of up to the amount set out below (the "Discretionary Expenditure Limit") on any individual and separate works required without seeking prior approval from the Landlord. The Manager can in any event (and in its absolute discretion) instruct all necessary repairs which arise after-hours (not between 9am–5pm) and/or in an emergency which in each case may exceed the Discretionary Expenditure Limit without seeking any prior approval and it is accepted this expenditure may be for more than one (1) item of repair and be on different occasions and on each exercise of this authority may in each case exceed the limit so authorised.

Discretionary Expenditure Limit                      \$500.00

**Authority to draw and disburse fees and charges**

The Manager is entitled to draw and disburse fees and charges from any moneys received for the Landlord (from whatever source) and is required to account for all moneys disbursed.

**LANDLORD TO SUPPLY KEYS & CODES**

**Keys & Controllers**

- House keys (3 sets)      If only 1 set is supplied the Manager will arrange an additional set and charge the cost
- Remote Controls      Detail remotes: \_\_\_\_\_

**Codes**

Security Code: \_\_\_\_\_

Security Provider: \_\_\_\_\_

Manual                      Details: \_\_\_\_\_

**LANDLORD'S POLICY ON PETS**

- Not Allowed       Yes Allowed       Pets Negotiable

Exceptions: \_\_\_\_\_

**LANDLORD TO SUPPLY MANUALS / GUIDES / INSTRUCTIONS**


**APPRAISAL OF WEEKLY RENTAL RANGE**

**COMMENCE ADVERTISING RENT AT**

_____	_____
-------	-------

**RESERVATION OF ANY PART OF THE PROPERTY (if any detail as applicable)**

_____ _____
----------------

**LANDLORD SALE INTENTIONS**

No       Yes

The Landlord has a present intention to sell the Property during the first tenancy. If Yes, give details:

\_\_\_\_\_

\_\_\_\_\_

**ALTERNATIVE CONTACTS FOR THE LANDLORD**

In the event that the Landlord cannot be contacted during normal business hours or is away and the Manager may require instructions in order to carry out any of its duties and the Landlord authorises the Manager to contact and obtain instructions from:

	<b>Contact 1</b>	<b>Contact 2</b>
Name	_____	_____
Relationship	_____	_____
Home / Work phone	_____	_____
Mobile	_____	_____
Email	_____	_____

**PREVIOUS AGENCY**

Has the property been previously managed?       No       Yes (detail below): \_\_\_\_\_

Former Agent details \_\_\_\_\_

Type of Management       Letting       Management

Has the previous authority been terminated?       No       Yes (state when): \_\_\_\_\_

Is the Property currently tenanted?       No       Yes

**DISCLOSURE OF INTERESTS**

The Landlord acknowledges and agrees that the Manager may receive and retain commissions or benefits from third parties in connection with letting and/or management functions as acknowledged below.

Advertising       No       Yes      Maintenance       No       Yes

Insurance       No       Yes      Other       No       Yes (detail below)

\_\_\_\_\_

**PROPERTY DESCRIPTION & DETAILS**

**General Details of Property** (to be fully detailed on the Inspection Sheet prior letting the Property)

**Total Rooms No.** \_\_\_\_\_      **Bedrooms No.** \_\_\_\_\_

**Bathrooms No.** \_\_\_\_\_

**Garage / Carport**       No       Yes

**Hot Water – Gas / Electric**       No       Yes

**Cooling – R/C / Refrigerated / Evaporative**       No       Yes

**Heating - Gas / Electric / Other**       No       Yes

**Other features:**(detail below)

\_\_\_\_\_

\_\_\_\_\_

### APPOINTMENT AND DUTIES OF THE MANAGER

The Landlord appoints the Manager as the exclusive agent to let and/or manage the Property and the Manager accepts the appointment subject to payment of the fees and costs specified herein. Unless otherwise limited by this Authority, the Manager is appointed and authorised to act in all respects in relation to the Property on behalf of the Landlord to do all things necessary to let the Property, collect rents, execute tenancy agreements and ancillary documents for and on behalf of the Landlord, instruct repairs and works to maintain the Property, and to prosecute and defend breaches of any tenancy agreements.

If this Authority covers management of the Property, the Manager will inspect the Property at appropriate times prior to, during and/or at the end of any tenancy and will keep the Landlord notified of the condition of the Property from time to time in the discretion of the Manager. The Manager will also report any notices received or matters it is aware of under the Residential Tenancies Act (as amended from time to time).

If this Authority covers letting the Property, the Manager is entitled to the letting fee. Where any professional fee is not detailed above then the fee applying will be the then prevailing fee charged by the Manager as may be advised and published on the internet or advised from time to time. All accounts are payable 7 days on invoice.

**Inspection Disclaimer** The Landlord is aware that the Manager conducts only visual inspections and that the Manager is not qualified to do more than a cursory visual inspection of the Property and is not a builder, engineer or expert. It is recommended that the Landlord obtain or instruct a written building report on a regular basis and seek advice as to when this is necessary and appropriate. No claims will be brought in relation to the condition of the Property which may not be detected and reported.

### INCREASE IN FEES AND CHARGES REVIEW ANNUALLY

No       Yes

The Manager and Landlord will review fees and charges annually and may agree increases. The Manager may increase its fees and charges otherwise in any event and subject to giving notice to the Landlord in writing of not less than one (1) month then the increases will apply to any fees and charges payable to the Manager under this Authority. Evidence of publication on the internet or by notice in writing to the Landlord will be conclusive of any increase to any fee/s charged under this Authority. In the event the Landlord does not agree once the increase is implemented and notified (if not agreed) then the Landlord may give notice of intention to terminate the Management Authority on not less than two (2) clear months prior written notice and the Manager may withdraw the increase within that 2 month period or the Management Authority terminates.

### TRUST AUTHORITY

The Manager is authorised to transfer moneys from trust to pay any account due to the Manager by the Landlord. The Manager will be entitled to charge the Property (and any other real property owned by the Landlord) for any unpaid moneys due by the Landlord if unpaid after a notice for payment is delivered to the Landlord and the account remains unpaid for a period of 7 days together with interest calculated at 10% per annum. The Manager is also granted and entitled to a charge and security interest and lien over any moneys held for the Landlord and is entitled to caveat any real property owned by the Landlord for any unpaid moneys due under the charge.

### TERMINATION

If the Landlord terminates this Authority relating to the management of any property or properties, it is agreed that the Manager is entitled to a Termination Fee of 12 months management fees or the balance of the existing term if less than 12 months. The parties agree this is a reasonable estimation of loss to the Manager for the loss of management rights. The Manager may terminate this Authority at any time without cause but is not entitled to a termination fee but all fees and charges then outstanding are due and payable by the Landlord to the Manager. No termination fee is payable if the property is sold.

### LETTING ADMINISTRATION FEE ON TERMINATION OF LETTING

### SALE AND SETTLEMENT OF THE PROPERTY

This Authority will terminate upon the settlement of any of sale of the Property subject however to payment of all fees and charges hereunder payable to the Manager. The Manager will be entitled to recover all fees, costs, expenses and outgoings incurred prior to any sale and settlement of the Property.

### ASSIGNMENT ON SALE OF BUSINESS

The Manager may assign the benefit of this Authority to another agent, company or business on notice and it is agreed that the Landlord (notwithstanding any other condition of this Authority) will continue the appointment herein (as assigned) to the Agent.

**SPECIAL CONDITIONS** (if any)

*\*rule off this section if there are no special conditions.*

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

**CONSENTS and ACKNOWLEDGEMENT OF ELECTRONIC COMMUNICATION**

The parties each acknowledge and consent to either of them or their attorneys and representatives signing this Authority and any notices by electronic and/or digital signatures under the *Electronic Transactions Act (Cth)* and (NSW) and delivering this Authority and any notices by email.

**WARRANTIES AND ACKNOWLEDGEMENTS OF LANDLORD**

The Landlord indemnifies and holds harmless the Manager against all suits, actions, demands, losses, damages (including loss of fees) and liabilities whatsoever arising out of the Manager carrying out its duties and obligations for the Landlord in relation to the Property except where the Manager is negligent. The Landlord indemnifies and holds harmless the Manager for any loss or damage whatsoever to any persons, or the goods of any persons attending at the Property. The Landlord warrants and acknowledges that all the information detailed herein is true and accurate and that all necessary and relevant information relating to the Property has been given to the Agent.

The Landlord acknowledges that the Manager gives no warranty as to the financial standing or credit worthiness of any tenant. The Landlord acknowledges that the Manager may share or receive a commission(s) or payments received in conjunction with other agents whether acting in relation to the Property for management or any sale.

**Warning:** Any financial or investment advice provided by the Manager is only of a general nature which does not take into account the individual circumstances, objectives, financial situation or needs of the Landlord. The Landlord is advised to consult with their own financial and investment adviser.

**GST:** In the event GST is imposed on any services in respect of this Authority any amount /s payable by the Landlord to the Agent or a third party (for all other goods and services to include advertising) in respect of those services will be increased by the rate at which GST is imposed at that time; and the Landlord will pay the increased amount to the Agent at the same time that payment is due under this Authority for the services. Services of the Manager will otherwise be GST inclusive. "GST" means A New Tax System (Goods and Services Tax) Act 1999 or any other Act or Regulation amending, replacing or directly associated with that Act and any goods and services or similar tax imposed thereby. "Services" has the same meaning as supply for all purposes of the GST including Supply as defined therein and to mean and include all Professional Fees and costs payable under this Authority.

**NOTICES AND ARBITRATION**

Any dispute arising about the terms or rights under this Authority will be referred to arbitration at the election of either party giving notice to the other and the Commercial Arbitration Act will apply. All Notices or any dispute must be in writing and may be served at the address of the relevant party detailed herein or at the last known address of the party. Service may be in person, by certified mail or by fax if the fax number is detailed herein or by email if acknowledged as received. The CEO or a director for the time being of the Society of Auctioneers or Institute of Arbitrators or similar organisation in NSW will on the request of either party appoint an arbitrator who may act and determine the matter but not acting as an expert. Neither party will commence or continue any legal proceeding if the matter is submitted to arbitration and there is no right of appeal under the Act.

**PRIVACY STATEMENT**

The Agent uses personal information collected from you to act as your agent and to perform its obligations under this Authority. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. The Agent may disclose information to other parties including media organisations on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners corporation / community corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties under this Authority for the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this Authority. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

**EXECUTION**

Dated  <b>Signed by or on behalf of the Landlord 1*</b>	Dated  <b>Signed by or on behalf of the Manager</b>
---	---

Dated  <b>Signed by or on behalf of the Landlord 2</b>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p style="text-align: center;">Copy of Agreement provided to Owner</p> <p style="text-align: center;"><b>Initialed - Property Manager</b></p> Dated
--	---

\* Where only one (1) Landlord signs and there are more than one, that Landlord warrants that they are authorised to sign for all



**PROPERTY PARTICULARS**

<input type="checkbox"/> House	<input type="checkbox"/> Duplex	<input type="checkbox"/> Villa
<input type="checkbox"/> Townhouse	<input type="checkbox"/> Apartment	<input type="checkbox"/> Unit
<input type="checkbox"/> Single Level	<input type="checkbox"/> Two Storey	Number in Complex _____
<input type="checkbox"/> Patio	<input type="checkbox"/> Enclosed Yard	<input type="checkbox"/> Sheds – number _____
<input type="checkbox"/> Garage	<input type="checkbox"/> Carport	<input type="checkbox"/> Undercover
<input type="checkbox"/> Car bay	<input type="checkbox"/> On Road	Number of parks _____
<input type="checkbox"/> Furnished	<input type="checkbox"/> Unfurnished	
Bedrooms	_____	
Bathrooms	_____	
Number of Toilets	_____	
Kitchen / Kitchen & Meals	_____	
Dining	_____	
Lounge/Living Areas	_____	
Other	_____	
Approximate Age of Building	_____	
Council Area	_____	

Council Rates	\$ _____	Water Rates	\$ _____
Sewer Rates	\$ _____	Land Tax	\$ _____
Fire Services Property Levy	\$ _____		

**SERVICES TO PROPERTY**

Mains Water Supply	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Sewer	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Septic	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Common Effluent	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Bore Water	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Hot Water System		
Gas	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Electric	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Solar	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Mains	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Make/Model/Serial No.	_____	
Warranty	<input type="checkbox"/> No	<input type="checkbox"/> Yes
	<input type="checkbox"/> 5 years	<input type="checkbox"/> 10 years
Gas		
Mains	<input type="checkbox"/> No	<input type="checkbox"/> Yes
LPG	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Bayonet	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Located in:	_____	
Power	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Telephone	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Cable TV / Satellite	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Kitchen – Hot Plates		
Gas	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Electric	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Induction	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Make/Model/Serial No.	_____	
Kitchen – Oven		
Gas	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Electric	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Make/Model/Serial No.	_____	
Dishwasher	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Make/Model/Serial No.	_____	

**IMPROVEMENTS**

Heating	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Gas	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Open Fires	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Combustion	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Detail	_____	
Air Conditioning	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Type	_____	
Water Treatments		
Softener	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Filter	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Scheme Drinking water	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Watering System		
Fully Reticulated Grounds	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Automatic Control	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Insulation	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Electronic Security		
Rented	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Monitored	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Details	_____	
Code	_____	
Tenant to Pay	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Lessor to Pay	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Garage Door		
Remote	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Manual	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Security Hardware		
Security Gates	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Deadlocks	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Sensor Lights	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Window Locks	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Details	_____	
Swimming Pool		
Above Ground	<input type="checkbox"/> No	<input type="checkbox"/> Yes
In ground	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Concrete	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Fibre Glass	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Gas Heated	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Solar	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Saltwater	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Chlorine	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Safety Fencing		
Compliant	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Pool Equipment		
In-pool cleaner	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Pool pump / filter	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Make/Model/Serial No.	_____	
Other Details	_____	
Spa	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Gym	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Sauna	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Tennis Court	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Electrical		
Mains Powered Smoke Alarm	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Long Life Battery Smoke Alarm	<input type="checkbox"/> No	<input type="checkbox"/> Yes
RCD (x) Smoke Alarm	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Safety Switches	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Surge Arrestors	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Solar Panels	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Included in Rent		
Lawn Mowing	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Gardening	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Pool Service	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Pool Chemicals	<input type="checkbox"/> No	<input type="checkbox"/> Yes