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[1979

REAL ESTATE AND BUSINESS AGENTS ACT, 1978.

MAXIMUM REMUNERATION.

CODE OF CONDUCT—SALES REPRESENTATIVES.

CODE OF CONDUCT—AGENTS.

REAL ESTATE AND BUSINESS AGENTS ACT, 1978.

(Section 61).

NOTICE.

THE Real Estate and Business Agents Supervisory Board, acting under section 61 of the Real Estate and Business Agents Act, 1978 hereby fixes, in the manner set out in the Schedule hereto, the maximum amounts of remuneration which licensees under the Act may charge for services rendered in the course of and incidental to their business as agents and the Schedule shall apply to transactions or services entered into or provided on or after 1st December, 1979.

R. A. LINDSEY,
Chairman.

SCHEDULE.

ITEM	TRANSACTION OR SERVICE	MAXIMUM REMUNERATION
1.	<u>SALES BY PRIVATE TREATY.</u>	(a) Where the gross purchase price does not exceed \$2 900—\$180.
	(1) Sales of freehold and leasehold improved properties.	(b) Where the gross purchase price exceeds \$2 900— (i) on the first \$8 000—6.25%; (ii) on the next \$42 000—3.75%; (iii) on the next \$50 000—2.5%; (iv) on any additional amount of gross purchase price—2%.
NOTE: In this item, gross purchase price includes chattels, other than business assets, if sold as one entity with the property.		
	(2) Sales of vacant land, unimproved land or land to which no added value accrues from any building thereon.	(a) Where the gross purchase price does not exceed \$2 900— (i) on the first \$1 000—\$80; (ii) on the next \$1 900—6.25%, but with a maximum of \$180. (b) Where the gross purchase price exceeds \$2 900— (i) on the first \$8 000—6.25%; (ii) on the next \$42 000—3.75%; (iii) on the next \$50 000—2.5%; (iv) on any additional amount of gross purchase price—2%. (c) Where an agent undertakes arrangements incidental to a plan or diagram of subdivision including where necessary, arrangements for planning, surveying, road construction, water and sewer reticulation and the provision of other services together with relevant negotiations with the Town Planning Board, the M.R.P.A., the local authority and other statutory authorities pertaining to the subdivision, and the general organisation prior to the subdivided land being offered for

Schedule—*continued*.ITEM TRANSACTION OR MAXIMUM REMUNERATION—*continued*.
SERVICE—*continued*.

sale, then a professional fee not exceeding 5% of the gross estimated value of the subdivided lots may be charged. The fee shall be payable as to 50% upon conditional approval being granted to the subdivision by the Town Planning Board and the balance of the fee shall be payable upon approval being given by the Town Planning Board to the plan or diagram of survey. For the purpose of assessing the value of the land in order to calculate the fee, the value of the subdivided lots shall be as at the date the diagram or plan of subdivision is signed by the Town Planning Commissioner. The gross estimated selling value of each lot shall, failing agreement between the parties, be assessed by a Valuer nominated by the Australian Institute of Valuers. Incidental disbursements shall be the responsibility of the principal.

NOTES:

- A. In the case of subdivisational land sold on behalf of the original subdivider, remuneration shall be calculated with reference to the total purchase price if the sale is effected as one entity, otherwise remuneration shall be calculated with reference to the price of each lot.
- B. If an agent who is engaged to perform the services described in paragraph (c) of this sub-item is also retained as a selling agent of the subdivided lots, then notwithstanding paragraphs (a) and (b) of this sub-item, the maximum selling fee shall be 5% of the total of the gross purchase prices. In calculating the position as between the principal and the agent, incidental disbursements, other than usual newspaper advertising and bill board costs, shall be the responsibility of the principal.

- (3) Hotel freeholds, leases, plant, furniture, ingoings, goodwill and trading stock.

(A) Freeholds.

The maximum remuneration shall be that set out in sub-item (1) of Item 1.

(B) Leaseholds.

9% of the amount of 1 year's rental and 1% of the total rental payable in respect of the remainder of the unexpired term of the lease.

NOTE: Remuneration shall be calculated in the case of a new lease with respect to the term of the lease and the term of any option to renew contained in the lease and in the case of an existing lease with respect to the unexpired portion of the term of the lease and the term of any option to renew contained in the lease.

Schedule—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
	(C) Options to purchase.	If a lessee exercises an option to purchase contained in a lease the maximum remuneration shall be the amount provided for in sub-item (1) of Item 1 less such part of the amount of remuneration previously charged under paragraph (B) as relates to the unexpired term of the lease.
	(D) Plant, furniture, in-goings, goodwill and trading stock.	The maximum remuneration shall be that set out in sub-item (5) of Item 1 and where applicable a fee for the preparation and checking of inventories calculated in accordance with Item 10.
(4)	Exchange of properties.	The maximum remuneration shall be calculated in accordance with sub-item (1) of Item 1 on the gross purchase price of the respective properties as if each property was the subject of a separate transaction.
(5)	Sale of business assets other than those of a real estate nature.	<p>(a) Where the business is situate not more than 25 kilometres by road from the nearest registered office of the agent—</p> <p>(i) on the first \$2 500 of gross purchase price—12.50%;</p> <p>(ii) on the next \$7 500—7.5%;</p> <p>(iii) on any additional amount of gross purchase price—4%.</p> <p>(b) Where the business is situate more than 25 kilometres by road from the nearest registered office of the agent—</p> <p>(i) on the first \$4 500 of gross purchase price—12.5%;</p> <p>(ii) on the next \$5 500—7.5%;</p> <p>(iii) on any additional amount of gross purchase price—4%.</p> <p>Where applicable a fee for preparation and checking of inventories calculated in accordance with Item 10.</p>
(6)	Furniture and merchandise (other than in hotels).	7.5% of the gross purchase price.
NOTE: Advertising and incidental disbursements shall be the responsibility of the principal.		
(7)	Industrial plant.	<p>(a) On the first \$10 000 of gross purchase price—5%.</p> <p>(b) On the next \$10 000—3.5%.</p> <p>(c) On the next \$20 000—2.5%.</p> <p>(d) On the next \$20 000—1.5%.</p> <p>(e) On any additional amount of gross purchase price—1%.</p>

SCHEDULE—*continued*.ITEM TRANSACTION OR MAXIMUM REMUNERATION—*continued*.
SERVICE—*continued*.

- (8) Individual Home Units. Remuneration shall be calculated on the gross value of the home unit acquired by purchaser in accordance with the scale set out in sub-item (1) of Item 1.

2. SALES BY AUCTION.

- (1) Sales of freehold and leasehold improved properties. The maximum remuneration shall be calculated in accordance with sub-item (1) of Item 1 of the gross purchase price.

NOTE: In this item, gross purchase price includes chattels, other than business assets, if sold as one entity with the property.

- (2) Auctions of vacant land, unimproved land or land to which no added value accrues from any building thereon.
- (a) Where the gross purchase price does not exceed \$2 900—
 (i) on the first \$1 000—8%;
 (ii) on the next \$1 900—6.25% but with a maximum of \$180.
- (b) Where the gross purchase price exceeds \$2 900—
 (i) on the first \$8 000—6.25%;
 (ii) on the next \$42 000—3.75%;
 (iii) on the next \$50 000—2.5%;
 (iv) on any additional amount of gross purchase price—2%.
- (c) In the case of subdivisional land auctioned on behalf of the original subdivider, remuneration shall, notwithstanding paragraphs (a) and (b) of this sub-item, be calculated with reference to the total gross purchase price and shall be—
 (i) on the first \$200 000—5%;
 (ii) on any additional amount of total gross purchase price—2.5%.
- (d) Where subdivisional land is auctioned and the agent has undertaken the arrangements described in paragraph (C) of sub-item (2) of Item 1, the maximum total remuneration on total gross purchase prices shall be 10%.
- (e) Where subdivisional land is auctioned on behalf of the State Government, State local authorities, The University of Western Australia or the State Housing Commission, remuneration shall, notwithstanding paragraphs (a), (b) and (c) of this sub-item, be calculated with reference to the total gross purchase price and shall be—
 (i) on the first \$20 000—5%
 (ii) on the next \$80 000—2.5%;

SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
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| | | (iii) on the next \$100 000—2%; |
| | | (iv) on the next \$200 000—1.5%; |
| | | (v) on any additional amount of total gross purchase price—1%. |

NOTES:

- A. The fee provided for in paragraph (e) shall be conditional on the auctioneer or auctioneers (not more than two) being afforded the sole and exclusive right to sell any unsold land for a period of 30 days following the auction date.
- B. The selling fees in respect of such sales effected by private treaty shall be not more than those set out in paragraphs (a) and (b) of sub-item (2) of Item 1.
- C. It shall be the responsibility of the vendor to supply sufficient plans and brochures, pay full costs of a mutually agreed programme of advertising, provide for numbering and marking the individual lots on the site, if necessary provide, erect and remove one or more marquees and seating for the public and selling staff and attend to preparation of transfers and other necessary conveyancing matters.

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| (3) Where properties are not sold at auction but are sold by private treaty by the agent subsequently. | (a) If improved properties, the maximum remuneration shall be that set out in sub-item (1) of Item 1. |
| | (b) If vacant land, unimproved land or land to which no added value accrues from any building thereon the maximum remuneration shall be that set out in sub-item (2) of Item 1. |
| (4) Where two auctioneers co-operate at auctions at the request of the principal. | The maximum remuneration shall be as provided for in the sub-items of Item 2 for the appropriate circumstances plus 25% and such remuneration shall be shared by mutual agreement of the auctioneers. |

NOTE: Advertising and incidental disbursements shall be the responsibility of the principal.

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| (5) Where a property is offered for sale by auction and is not sold. | The maximum remuneration shall be calculated with reference to the reserve price as follows— |
| | properties where the reserve price does not exceed \$10 000—\$75. |
| | Where the reserve price exceeds \$10 000 but does not exceed \$25 000—\$100. |
| | Where the reserve price exceeds \$25 000 but does not exceed \$50 000—\$125. |
| | Where the reserve price exceeds \$50 000 but does not exceed \$75 000—\$150. |
| | Where the reserve price exceeds \$75 000 but does not exceed \$100 000—\$175. |
| | Where the reserve price exceeds \$100 000—\$250. |

SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
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NOTE: If the auctioneer subsequently receives a selling fee in respect of property not sold at auction, the offering fee provided for by this sub-item shall not be chargeable and shall be refunded if it has been paid. Advertising and incidental disbursements shall be the responsibility of the principal.

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| (6) Auctions on behalf of Mortgagees: Withdrawal of instructions by the owner, the mortgagee or some other authorised person before the property is offered at auction. | (a) If withdrawal is effected subsequent to the auctioneer receiving instructions, inspecting the property and arranging an advertising programme, including to the extent appropriate in the circumstance, organising signboards, advertising and a brochure, the maximum remuneration shall be calculated on the basis of 10% of the normal selling fee based on the recommended or preliminary reserve price specified in correspondence or in the instructions to auction. |
| | (b) If withdrawal is effected within 7 days of the implementation of the advertising programme, the maximum remuneration shall be calculated on the basis of 20% of the normal selling fee based on the recommended or preliminary reserve price specified in correspondence or in the instructions to auction. |
| | (c) If withdrawal is effected after the advertising programme has been in effect for 7 days but prior to the date of the auction, the maximum remuneration shall be calculated on the basis of 50% of the normal selling fee based on the recommended or preliminary reserve price specified in correspondence or in the instructions to auction. |
| | (d) If withdrawal is effected on the day of the auction, the maximum remuneration shall be calculated on the basis of 75% of the normal selling fee based on the recommended or preliminary reserve price specified in correspondence or in the instructions to auction. |

NOTE: Advertising and incidental disbursements shall be the responsibility of the principal.

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| (7) Auctions on behalf of local authorities. | Where one or more properties are sold at auction under instructions from a local authority for non-payment of rates, a separate fee calculated on the basis of the rates set out in Item 1 may be charged in respect of each lot sold (or each parcel of lots where more than one lot is |
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SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
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sold simultaneously to one purchaser).
If any lot (or parcel of lots as previously defined) is withdrawn from auction after the first advertisement has appeared, the auctioneer may charge a maximum fee of \$50 in respect of each lot so withdrawn.

3. PROPERTY MANAGEMENT AND RENT COLLECTION.

NOTES:

- A. The scales of remuneration provided for in respect of this Item shall apply to all moneys collected, including moneys collected in respect of electricity and gas accounts, other than moneys collected in respect of bonds.
- B. The fees set out for this Item are payable by the landlord unless otherwise stipulated.
- (1) Rent collection fees where the property is not managed. The maximum fee payable is 6% of gross collections.

NOTE: Collection includes the payment of moneys to the Landlord with a statement of account, but does not include any disbursements.

- (2) Property Management Fees (including Rent Collections).

NOTES:

- A. Subject to Notes B and C, the term "Property Management" describes the whole of the professional aspect of the management by an agent of all forms of Real Estate as authorised by the owner of the property. Property Management includes rent collection, arranging advertising, bond security, payment of accounts and the preparation of periodical statements for submission to the owner.
- B. Property Management as described in Note A covers only routine activities. It does not include the calling of tenders, making arrangements for major or extraordinary maintenance or repairs or improvements, the negotiation of contracts for other than routine maintenance, the making of inventories, the checking of inventories both in and out with the lessee/tenant, inspections by request or other activities involving time and travel not normally undertaken.
- C. Other responsibilities for which an additional fee is chargeable, are letting, leasing, collection of moneys other than rent gas and electricity charges due from tenants, normal repairs and maintenance and general supervision. As to supervision, see paragraph (G) of this sub-item.
- D. Postage, duty stamps, bank fees, advertising and trunk and S.T.D. telephone calls, telegrams and incidental disbursements are, unless otherwise agreed the responsibility of the principal.
- (A) Residential Property, i.e. Houses, Single Dwellings or Single Units within Home Units, Duplex, Triplex or Quadruplex properties. The maximum remuneration shall be—
- (i) where the property is unfurnished 8.5% of gross collections;
- (ii) where the property is furnished 10% of gross collections.

SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
(B)	Blocks of Residential Flats.	The maximum remuneration shall be— <ul style="list-style-type: none"> (i) not more than 20 unfurnished flats 6.5% of gross collections; (ii) not more than 20 furnished flats 7.5% of gross collections; (iii) more than 20 unfurnished flats 6% of gross collections; (iv) more than 20 furnished flats 7% of gross collections.
(C)	Shopping Centres.	The maximum remuneration shall be 7% of gross collections.
(D)	Home Units, Body Corporate Levies for Strata or Purple Titles.	

NOTE: The following maximum fees apply to the Collection Levy or Maintenance Fees for the Common Fund of the Body Corporate, disbursements, as necessary or as directed by the Body Corporate and accounting to the Body Corporate by monthly or quarterly statements as required. The fee for this service is based upon the level of "Levy" or weekly contribution regardless of whether the levy is collected weekly.

(i) Maintenance Contribution (excluding amount of fee).	(a) Where the level of contribution is not more than \$5 per week—50 cents per week. (b) Where the level of contribution is more than \$5 per week but not more than \$10 per week—\$1 per week. (c) Where the level of contribution is more than \$10 per week—\$1.50 per week.
(ii) Attendance at Meetings and Secretarial Duties in normal office hours.	The maximum remuneration shall be calculated on a time basis at the rate of \$30 per hour for senior personnel and \$20 per hour for others.
(iii) Attendance at Meetings, or secretarial work required out of normal office hours.	The maximum remuneration shall be calculated on a time basis at the rate of \$45 per hour for senior personnel and \$30 per hour for others.
(iv) Requisitions or declarations or certificates in respect of strata title properties.	The maximum remuneration shall be \$10.
(E) Holiday Accommodation, i.e. tenancies in holiday localities not exceeding a period of 10 weeks.	The maximum remuneration shall be a letting fee of 10% which may be increased to 15% if rent collections are also required.
(F) Court Attendances. (i) In eviction and rent recovery cases.	The maximum fee shall be \$25 for each half day or part thereof, plus any incidental disbursements.

SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
	(ii) For obtaining a summons.	The maximum fee is \$10 plus court costs and any incidental disbursements.
	(iii) For serving a summons.	The maximum fee is \$10 plus court costs and any incidental disbursements.
(G)	Supervision Fees—for arranging or supervising repairs, redecorations, alterations, additions, etc.	The maximum fee shall be calculated on a time basis at the rate of \$30 per hour for senior personnel and \$20 per hour for others.
(H)	Inventories and Inspection Reports—for the preparation and the checking of inventories and inspection reports.	The maximum fee shall be calculated on a time basis at the rate of \$30 per hour for senior personnel and \$20 per hour for others.
(I)	Advisory Services.	The maximum fee shall be calculated on a time basis at the rate of \$30 per hour for senior personnel and \$20 per hour for others.

4. LEASING AND LETTING (OTHER THAN HOTELS).

NOTES:

- A. The following fees are payable by the Landlord/Lessor unless otherwise stipulated.
- B. In order to justify the imposition of a leasing or letting fee, an agent must make every reasonable endeavour to perform the following functions:
- (a) Accompany the prospective tenant on an inspection of the premises which the agent has to offer;
 - (b) Draw the tenant's attention to the condition of the premises, which condition shall subsequently be documented for the protection of both the landlord and tenant;
 - (c) In the case of furnished or partly furnished premises, make available to and check with the tenant, prior to his taking occupation, a detailed inventory listing furniture and effects with adequate description thereof;
 - (d) Check the tenant's credentials;
 - (e) Supply the tenant with the original *ad valorem* stamped tenancy agreement and retain the stamped copy for the landlord;
 - (f) At the termination of the tenancy, check the premises and inventory (if any) with the tenant and finalise matters relating to the bond.
- C. In this Item "gross rent" means the rent reserved by the lease or tenancy agreement together with any payment to or on behalf of the landlord for which the tenant is made responsible under the lease or agreement, irrespective of the purpose for which the payment is subsequently applied, excluding payments made as security deposits (bond money). Gross rent therefore includes the estimated amount of any outgoings to be paid by the tenant, for example, variable outgoings in the case of a shopping centre.

SCHEDULE—*continued.*ITEM TRANSACTION OR SERVICE—*continued.* MAXIMUM REMUNERATION—*continued.*

D. Advertising costs and the costs of brochures and other promotional material shall be the responsibility of the principal, unless otherwise agreed.

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| (1) Letting Fees of residential property for a fixed term. | <p>(a) For a term of not more than 1 year, the maximum fee shall be—</p> <p>(i) $8\frac{1}{2}\%$ of the gross rent for the term less an amount equal to one week's rent; and</p> <p>(ii) an amount payable by the tenant which shall be equal to one week's rent.</p> <p>(b) For a term of more than 1 year but not more than 3 years the maximum fee shall be—</p> <p>(i) $8\frac{1}{2}\%$ of the average annual gross rent for the period less an amount equal to one week's rent; and</p> <p>(ii) an amount payable by the tenant which shall be equal to one week's rent.</p> <p>(c) For a term of more than 3 years, the maximum fee shall be—</p> <p>(i) $8\frac{1}{2}\%$ of the average annual gross rent for the first 3 years plus 1% of the annual gross rent for each year or part thereof in excess of three years, less an amount payable by the tenant which shall be equal to one week's rent; and</p> <p>(ii) an amount payable by the tenant which shall be equal to one week's rent.</p> |
| (2) Letting Fees of residential property for an indefinite term. | The maximum fee which shall be payable by the tenant shall be an amount equal to one week's rent. |
| (3) Leasing Fees of commercial and industrial properties for a fixed term. | <p>(a) For a term of not more than 1 year the maximum fee shall be an amount equal to $8\frac{1}{2}\%$ of the gross rent or one week's rent, whichever is the greater.</p> <p>(b) For a term of more than 1 year but not more than 3 years, the maximum fee shall be an amount equal to $8\frac{1}{2}\%$ of the average annual gross rent.</p> <p>(c) For a term of more than 3 years, the maximum fee shall be an amount equal to $8\frac{1}{2}\%$ of the average annual gross rent plus 1% for each year or part thereof in excess of 3 years. Such fee to be based on the average annual gross rent for the term of the lease.</p> |

SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
(4)	Leasing Fees in respect of Ground and Building Leases.	The maximum fee shall be 1% of the capitalised value of the annual ground rent taken on a 5% basis and an additional maximum fee equal to $\frac{1}{2}$ % of the estimated capital value of the improvements to be erected on the land.
(5)	Leasing Fees: Broadacres, Farms and Stations.	The maximum fee shall be 6% of the rent for the first year, or the period of the lease if less than 1 year plus 2% of the rent for the second year and 1% of the amount of each additional year's rent for the balance of the term stipulated in the Lease or Tenancy Agreement.

NOTES:

- A. When a property is leased for a term with the option of an extension or renewal and that option is exercised, the maximum fee payable when that option is exercised shall be calculated in accordance with sub-item (5) of Item 4.
- B. When a property is leased and the tenant has a right of purchase which he subsequently exercises, the selling fee provided for in Item 1 becomes payable upon the exercise of such option subject to the deduction of the fee payable in respect of the lease from the selling fee.
- (6) Leasing Fees: Share Farming.

NOTE: The fee provided for in this paragraph shall be shared equally by the owner and the share farmer.

- (a) In respect of grain and fodder cropping or grazing where livestock, plant and machinery are not included in the agreement, the maximum fee shall be calculated at the rate of 15 cents per hectare on the whole area to be operated by the share farmer.
- (b) In respect of areas of closer settlement (such as those relating to dairy farming and orchards or areas of intense cultivation) and areas for grain and fodder cropping or grazing where livestock, plant and machinery are included in the agreement, the maximum fee shall be calculated at the rate set out in sub-item (5) of Item 4, using a notional fair annual rent, or at the maximum rate of 15 cents per hectare, whichever is the greater.
- (7) Letting Fees: General.
- (a) Where a property is let for a term with an option to extend, the maximum fee payable by the Landlord to the agent who negotiates the extension in the event that the option is exercised shall be 1% of a year's rent for each year of the option period.

SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
		(b) Where the term of a tenancy expires and there is no option to renew or extend, but a new lease or tenancy agreement is arranged for the existing tenant and for his existing space, the maximum fee payable by the Landlord is one half of the usual letting fee.
		(c) When a lease or tenancy agreement is assigned or a subletting is arranged the maximum fee chargeable to the assignee or sub-tenant by the Landlord's agent (or if there is no Landlord's agent, by the Vendor's agent) whether or not the sub-tenant or assignee has been introduced by the Landlord's agent, for completing the assignment or sub-letting shall be half the fee which would be chargeable for arranging an initial letting with a term equal to the unexpired term of the lease or tenancy agreement being assigned.
		(d) Where an agent introduces a sub-tenant or assignee on behalf of a tenant, the maximum fee shall be calculated on the unexpired term of the Lease in accordance with the ordinary rate for letting fees set out in this Item and shall be payable by the outgoing tenant.
		(e) When a new lease is granted as a result of the sale of a business, the maximum fee chargeable to the new lessee by the Landlord's agent (or if there is no Landlord's agent by the Vendor's agent) for arranging such lease shall be half the maximum leasing or letting fee for a similar period as set out in this Item.
		(f) Where the assignment of the new tenancy is for any reason not completed then the Landlord's agent will be entitled to retain one half of the fee paid to him as remuneration for his services and refund the other half of the fee to the party from whom he received it.
		(g) Where a lease contains provision for a review of rental during the term and an agent is instructed by the Landlord to negotiate an increased rent, the maximum fee

SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
		payable to the agent by the Landlord shall be that set out in sub-item (3) of this Item calculated with respect to the increased rent obtained for the period of the unexpired portion of the lease.
5.	<u>COLLECTION OF INTEREST AND DIVIDENDS.</u>	6% of the amount collected with a maximum fee of \$20.
6.	<u>COLLECTION OF TIME PAYMENT INSTALMENTS (REGULAR PERIODIC INSTALMENTS) AND REDUCIBLE MORTGAGE PAYMENTS.</u>	2½% of the amount collected but if as part of this service detailed statements apportioning instalments between principal and interest are required of the agent more frequently than annually, a fee not exceeding 5% on the amounts collected may be charged.
7.	<u>LUMP SUM PAYMENTS.</u> Payments made in respect of Contracts of Sale or mortgages i.e. payments of principal or of principal and interest combined.	(a) Where the amount of the payment collected does not exceed \$250—\$5. (b) Where the amount of the payment collected exceeds \$250—\$5 plus 1% of the amount by which the payment exceeds \$250 but with a maximum fee of \$20.
8.	<u>ENGAGEMENT TO ACT FOR BUYER OR LESSEE.</u>	Should an agent be instructed to buy or lease a property, the fee payable by the buyer or lessee shall be the same amount as that provided in this Schedule in respect of selling fees or leasing fees, as may be appropriate.
9.	<u>OPTION TO PURCHASE.</u>	The maximum fee for negotiating an option to purchase which is not exercised shall be 10% of the consideration paid for the option.
10.	<u>COMPILATION OR CHECKING INVENTORIES OF FURNITURE AND EFFECTS.</u>	The maximum fee shall be calculated on a time basis at the rate of \$30 per hour for senior personnel and \$20 per hour for others.
11.	<u>BUILDING CONTRACTS.</u> When negotiating or arranging the sale of a building yet to be constructed or arranging the construction of a building.	The maximum fee shall be that provided in sub-item (1) of Item 1.
12.	<u>COURT ATTENDANCES AND WORK FOR COUNSEL.</u>	The maximum fee shall be calculated on a time basis at a rate of \$30 per hour for senior personnel and \$20 per hour for others.
13.	<u>TITLES OFFICE: ATTENDANCE AND PRODUCTION OF TITLES.</u> For producing documents relating to agency or real estate matters.	The maximum fee shall be calculated on a time basis at the rate of \$30 per hour for senior personnel and \$20 per hour for others.

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SCHEDULE—*continued.*

ITEM	TRANSACTION OR SERVICE— <i>continued.</i>	MAXIMUM REMUNERATION— <i>continued.</i>
14.	<u>MISCELLANEOUS.</u>	<p>(a) For general professional advice in respect of real estate matters the maximum fee shall be calculated on a time basis at the rate of \$30 per hour for senior personnel and \$20 per hour for others.</p> <p>(b) Office work, typing, etc. may be charged for on a quantum meruit basis but not in excess of \$20 per hour for personnel.</p> <p>(c) Long distance telephone calls, telegrams, etc., made after a sale has been effected may be charged when the expenses in relation thereto are incurred as a result of instructions from the vendor or the purchaser in order to facilitate settlement.</p>

REAL ESTATE AND BUSINESS AGENTS ACT, 1978.

(Section 101.)

NOTICE.

The Real Estate and Business Agents Supervisory Board acting under section 101 of the Real Estate and Business Agents Act, 1978 and Regulation 13 thereunder hereby prescribes in the Schedule hereto, a Code of Conduct for Sales Representatives to apply as from 1st December, 1979.

R. A. LINDSEY,
Chairman.

Schedule.

1. A sales representative shall ensure that he at all times has a complete knowledge of the Act the Regulations thereunder and this Code of Conduct and the Code of Conduct for Agents as amended from time to time and the duties and obligations imposed upon him by the Act the Regulations and the Codes of Conduct and shall duly comply with all requirements thereof as they affect him.

2. A sales representative shall have a knowledge of the duties at law and in equity of an Agent to his principal. In particular a sales representative shall be aware that his employers obligation to his principal is one of the utmost good faith which requires him not to put his duty to the principal in conflict or in likelihood of conflict with his own interest or any other person.

3. A sales representative must not buy or sell any property for himself, his wife or for any relative or for a proprietary company or private company or family trust in which any such person has an interest without first disclosing in writing to the vendor or purchaser as the case may be, that such person, company or trust is interested in the transaction as a principal PROVIDED HOWEVER that nothing hereinbefore contained shall prohibit a sales representative buying or selling any property at public auction for himself, his wife or for any relative or for a proprietary company or private company or family trust in which such person has an interest unless the sales representative is the auctioneer at such public auction.

4. A sales representative shall as his first responsibility serve the agents principal he represents and shall at all times act in an honest fair and reasonable manner towards all other parties in any negotiations in which he takes part.

SCHEDULE—*continued.*

5. Subject to any statutory provisions to the contrary and save as his employer may be otherwise instructed by the agents principal a sales representative shall not disclose any information which has come to him in his capacity as a sales representative for his employers principal and in the legitimate course of his appointment as a sales representative.

6. A sales representative shall carry out any service provided or transaction carried out honestly and without exaggeration concealment or any form of deception or misleading representation.

7. A sales representative shall ascertain all available pertinent facts concerning any service or transaction he undertakes as sales representative so that in providing the service and handling the transaction he will avoid error, exaggeration or misrepresentation.

8. A sales representative shall inform a prospective purchaser of any land which it is proposed shall constitute a unit represented on a Strata Plan of all consents, approvals, orders, directions and requirements that must be obtained or satisfied before a Strata Plan is or may be registered in respect thereof and a Certificate of Title issued in respect of that unit and shall inform a prospective purchaser that until a Strata Plan is registered and a Certificate of Title is issued in respect of that Strata Plan for that particular unit that the purchaser may not be registered as the proprietor of the unit and may not be able to deal with any interest he may acquire.

9. A sales representative shall carry out all lawful instructions of his employers principal and in particular shall not:—

- (a) sell or offer to sell a property or business for his employers principal at a lower price than the price at which his employers principal has instructed him to sell; or
- (b) purchase or offer to purchase a property or business for his employers principal at a higher price than the price which his employers principal has instructed him to purchase.

10. A sales representative in acting for his employer who has been engaged or employed by a principal to purchase, sell or obtain a leasehold interest or tenancy of any estate or business shall not in relation to such agreement either directly or indirectly act for or accept any commission or valuable consideration or advantage of any kind from the other party namely, the vendor or purchaser or landlord or tenant as the case may be.

11. A sales representative shall at all times use his best endeavours to complete any work on behalf of his employers principal as soon as reasonably possible.

12. A sales representative shall not engage in any harsh or unconscionable conduct discreditable to him or his employer likely to bring sales representatives into disrepute.

13. A sales representative shall always be loyal to his employer and the profession of the representation of real estate and business agents.

14. A sales representative must neither seek nor make use of information concerning a service or transaction being conducted by another agent for the purposes of obtaining a service or transaction for the Agent being his employer.

15. It shall be the duty of a sales representative to advise his Agents principal his opinion of the fair market value of the property or business to be sold or purchased if the value differs from the price at which his principal wishes to sell or purchase. The sales representative shall also inform the principal of every material fact apparently not known to the principal that has affected the sales representative's opinion as to fair market value.

16. When called upon to assess or comment on the real worth of a property or business or to give an opinion to a principal, a sales representative shall carefully ascertain and weigh the available facts and make an evaluation or give the opinion fairly, honestly and to the best of his skill and ability.

SCHEDULE—*continued.*

17. A sales representative must neither seek nor make use of information concerning a property transaction being conducted by another agent for the purpose of:

- (a) Closing the transaction himself; or
- (b) Directing the buyer to another property; or
- (c) Introducing another buyer to the property; or
- (d) Obtaining a listing of the property for his employer.

18. If an Agent places a "For Sale" or "To Let" sign on a property or advertises such property for sale by any other means and a sales representative thereby learns that the property is for sale or for lease then that sales representative shall not approach the owner for a selling or letting agency as the case may be.

Further if a sales representative learns that a property is for sale or to let and approaches the owner seeking a listing of that property for sale or to let, he must ask if the property is already so listed with another agent. If it is already so listed—he must no further solicit a listing.

19. A sales representative shall not be excused for non-observance of the terms of this Code by reason of any claimed ignorance of the terms of this Code.

Dated this 13th day of November, 1979.

REAL ESTATE AND BUSINESS AGENTS ACT, 1978.

(Section 101.)

NOTICE.

THE Real Estate and Business Agents Supervisory Board acting under section 101 of the Real Estate and Business Agents Act, 1978 and Regulation 13 thereunder hereby prescribes in the Schedule hereto a Code of Conduct for Agents to apply as from 1st December, 1979.

R. A. LINDSEY,
Chairman.

Schedule.

1. An Agent shall ensure that he at all times has a complete knowledge of the Act the Regulations thereunder and this Code of Conduct and the Code of Conduct for sales representatives as amended from time to time and the duties and obligations imposed upon him by the Act the Regulations and the Codes of Conduct and shall duly comply with all requirements thereof.

2. An Agent shall have a knowledge of his duties at law and in equity of an Agent to his principal. In particular an Agent shall be aware that his obligation to his principal is one of the utmost good faith which requires him not to put his duty to his principal in conflict or in likelihood of conflict with his own interests or of any other person.

3. An agent must not buy or sell any property for himself, his wife or for any relative or for a proprietary company or private company or family trust in which any such person has an interest without first disclosing in writing to the vendor or purchaser as the case may be, that such person, company or trust is interested in the transaction as a principal PROVIDED HOWEVER that nothing hereinbefore contained shall prohibit an Agent buying or selling any property for himself, his wife or for any relative or for a proprietary company or private company or family trust in which such person has an interest by public auction—unless the agent is the auctioneer at such public auction.

SCHEDULE—*continued.*

4. An Agent shall as his first responsibility serve the principal he represents and shall act in an honest fair and reasonable manner towards all other parties in any negotiations in which he takes part.

5. An Agent shall not offer a property or business for sale on behalf of the principal without first obtaining the prior written authority of such principal or his authorised agent.

6. Subject to any statutory provisions to the contrary and save as he may be otherwise instructed by his principal an Agent shall not disclose any information which has come to him in his capacity as Agent for the principal and in the legitimate course of his appointment as Agent by such principal.

7. An Agent shall carry out any service provided or transaction carried out honestly and without exaggeration concealment or any form of deception or misleading representation.

8. An Agent shall ascertain all available pertinent facts concerning any service or transaction he undertakes as Agent so that in providing the service and handling the transaction he will avoid error, exaggeration or misrepresentation.

9. An Agent shall inform a prospective purchaser of a unit represented on a Strata Plan of all consents approvals orders directions and requirements that must be obtained or satisfied before a Strata Plan is or may be registered in respect thereof and a Certificate of Title issued in respect of that unit and shall inform a prospective purchaser that until a Strata Plan is registered and a Certificate of Title is issued in respect of that unit that the purchaser may not be registered as the proprietor of the unit and may not be able to deal with any interest he may acquire.

10. An Agent shall carry out all lawful instructions of his principal and in particular shall not:—

(a) sell or offer to sell a property or business for his principal at a lower price than the price at which his principal has instructed him to sell,² or

(b) purchase or offer to purchase a property or business for his principal at a higher price than the price at which his principal has instructed him to purchase.

11. It shall be the duty of an Agent to advise his principal his opinion of the fair market value of the property or business to be sold or purchased if the value differs from the price at which his principal wishes to sell or purchase. The Agent shall also inform the principal of every material fact apparently not known to the principal that has affected the Agent's opinion as to fair market value.

12. When called upon to assess or comment on the real worth of a property or business or to give an opinion to a principal, an Agent shall carefully ascertain and weigh the available facts and make an evaluation or give the opinion fairly, honestly and to the best of his skill and ability.

13. An Agent engaged or appointed by a principal to purchase, sell or obtain a leasehold interest or tenancy of any estate or business shall not in relation to such engagement either directly or indirectly act for or accept any commission or valuable consideration or advantage of any kind from the other party, namely the vendor or purchaser or landlord or tenant as the case may be.

14. An Agent shall at all times be responsible for his actions, and those of his sales representatives and other employees in business relations with other agents, clients, customers and the public.

15. An Agent shall at all times use his best endeavours to complete any work on behalf of his principal as soon as is reasonably possible.

SCHEDULE—*continued.*

16. An Agent shall at all times act in a bona fide manner and properly control and supervise any real estate or business agency business carried on in his name. If the agency is a firm and there is any change in the membership of the partners, notice thereof must immediately be advised to the Registrar of the Real Estate and Business Agents Supervisory Board.

17. An Agent shall not make any charge for his service or for a transaction carried out greater than that authorised by the Real Estate and Business Agents Supervisory Board pursuant to section 61 of the Act.

18. An Agent must neither seek nor make use of information concerning a property transaction being conducted by another agent for the purpose of:

- (a) Closing the transaction himself; or
- (b) Directing the buyer to another property; or
- (c) Introducing another buyer to the property; or
- (d) Obtaining a listing of the property for himself.

19. If an Agent places a "For Sale" or "To Let" sign on a property or advertises such property for sale by any other means and another agent thereby learns that the property is for sale or for lease then the latter agent shall not approach the owner for a selling or letting agency as the case may be.

Further if an agent learns that a property is for sale or to let and approaches the owner seeking a listing of that property for sale or to let, he must ask if the property is already so listed with another agent. If it is already so listed—he must no further solicit a listing.

20. An Agent shall not engage in any harsh or unconscionable conduct discreditable to him or likely to bring agents into disrepute.

21. An Agent is not entitled to commission where either he or his sales representative has an interest as a purchaser or vendor unless a disclosure in terms of section 3 of this Code and the sales representative's Code has been made and his principal has agreed in writing to pay that commission notwithstanding the Agent's or sales representative's interest as purchaser or vendor.

22. Neither an Agent nor any of his employees shall be excused for non-observance of the terms of this Code by reason of any claimed ignorance of the terms of the Code.

23. An Agent shall ensure that his sales representatives fully understand the duties and obligations imposed on sales representatives pursuant to the Real Estate and Business Agents Act, 1978 the Regulations the Code of Conduct for sales representatives and this Code.

24. A person holding himself out as being in *bona fide* control of a business operated under a licence shall:

- (a) Ensure that such business is conducted from premises to which the public may have access during normal business hours on days that business is generally conducted in the district in which such premises are situate unless by advertisement the public is informed that such premises will only be opened on stated days or part days of the week;
- (b) Personally manage full time and carry out the principal managerial duties of such business;
- (c) Except for reasons of genuine emergency, sickness or for the taking of annual holidays attend at the premises at which such business is carried on at such times and as frequently as shall be required so as to ensure that he is in bona fide control of such business and can capably and properly manage the affairs thereof;
- (d) When persons have called at such premises or telephoned the same for the purpose of speaking to such licensed person on business concerning such business he shall endeavour to make such arrangements as may be necessary to enable that person to speak with him as soon as reasonably possible;

SCHEDULE—*continued.*

- (e) Not take holidays of more than four continuous weeks in any one calendar year without the prior written consent of the Real Estate and Business Agents Supervisory Board.

25. Negotiations concerning property which is listed with one agent exclusively or an auction authority or multiple listing authority should be conducted with such agent and not with the owner, except when an owner is fully aware of his responsibilities to the first agent and despite this knowledge instructs the second agent to list the property for sale.

26. An Agent may not approach the owner of a property for the purpose of becoming the managing agent thereof, nor continue to solicit such an engagement when aware in either case that another agent is acting as managing agent of the property. An Agent negotiating either as a principal or as an agent a loan on the security of the mortgage of property may not require as a condition of the granting of the loan that the buyer will terminate the employment of another agent for the property.

An Agent may not approach an owner of a property for the purpose of collecting instalments or to continue to solicit such an engagement when aware that another agent is collecting instalments for the owner.

27. Where an agent has been appointed a selling agent for a principal such agent shall not make it a condition that the purchaser is to appoint such agent the purchaser's selling agent for the purchaser's other property.

28. An agent who has had his licence continued under clause 7 of the Schedule to the Act shall only between the 1st December, 1979, and 30th November, 1982, nominate as a new branch manager of a registered branch of such agent's business either:—

- (a) a licence holder; or
- (b) a person who immediately before the 1st December, 1979 was:—
 - (i) registered as a land salesman under the Land Agents Act, 1929-1974, and had been so registered for a period of not less than three years; and
 - (ii) the manager of a branch office of the business of an agent and had been the manager of such a branch office for a period of not less than one year;

and such branch manager may only continue to act as such if the Board so approves and the person continues to be licenced or registered as a sales representative.

All branch managers appointed under this section shall by the 30th November, 1982, hold a licence and current triennial certificate issued under the Act if they are to continue as Branch Managers.

Dated this 30th day of November, 1979.