





## Casual Letting Authority

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1. I / We Authorize BPM (The Agent) to carry out letting services on the terms and conditions set out in this agreement.
2. I / We confirm we have legal rights to give this Authority

### 3. The Letting process

The letting process involves giving the agent unfettered access to the property as many times as necessary to show potential tenants through the property.

### 4. Terms and Conditions

A. These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the client after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the client. It shall be the clients responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the client, and accordingly any order made by the client after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

B. All completed application forms and photos written and taken **by** the agent are the property and copyright of the agent and can only be reproduced with the written consent of the agent. Any footage or photos taken **of** the agent whilst undertaking their duties to fulfill this contract can only be shown or reproduced with the written consent of the agent, failure to do so will be a breach of this agreement.

C. The term of this contract commences on the signing of this authority by both parties and terminates upon the tenant taking possession of the property noted on this authority.

### 5. Definitions

In these conditions unless the context otherwise requires:

Company means Bray Property Management Ltd

Client or Owner or buyer means the person, or company the company is providing the service too.

Products and/or services mean the products and/or services being purchased by the Buyer / Owner from the Company.

Contract means the contract between the Company and the Client for services rendered and the purchase of the goods.

Contract price means the price of services or goods as agreed between the Client and the Company.

Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.

### 6. Acceptance

If any instruction is received by the Company from the Client for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the client, the terms and conditions are definitive and binding.

### 7. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the client as a result of any breach of any of the Company's obligations under this contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the clients servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The agent shall use its best endeavors to provide the most suitable tenant/s for the property based on the clients brief or profile of required tenants, but shall not be liable for any default in payment of rent or any damage caused to the property, vacant or occupied by any tenant or otherwise. The client shall indemnify the Company against any claim by any such person.

### 8. Fees

The agent will charge the tenant a letting fee which is equal to one weeks rent plus gst which is payable prior to tenant possession.

### 9. Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade. The agent under the terms of this agreement agrees to comply with the code of practice for residential property managers and letting agents published by REINZ.

### 10. Exclusive Letting

This contract is made between the client and the agent giving the agent exclusive rights to carry out the letting of the property for the period noted in this agreement. The client hereby confirms that themselves and no other agent will be marketing or letting the property. Should the client let / rent the property themselves or through another agent during this contract term or anytime after this contract expires to a tenant that has been introduced through Bray Property Management then the client agrees to pay Bray Property Management 1 weeks rent plus GST (The letting fee) within 7 days of demand, any outstanding monies will be passed on for collection where the client agrees to pay any collection costs.

**Signing this agreement confirms your agreement of the terms and conditions outlined herein.**

Client Signature:

Date:

BPM Representative Signature:

Date: