



Queensland

Property Agents and Motor Dealers and Other Legislation Amendment Bill 2010



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2010

A Bill

for

An Act to amend the *Property Agents and Motor Dealers Act 2000*, the *Body Corporate and Community Management Act 1997* and the *Property Agents and Motor Dealers Regulation 2001* for particular purposes

[s 1]

The Parliament of Queensland enacts— 1

Part 1 Preliminary 2

Clause 1 Short title 3

This Act may be cited as the *Property Agents and Motor Dealers and Other Legislation Amendment Act 2010*. 4
5

Clause 2 Commencement 6

This Act commences on 1 October 2010. 7

Part 2 Amendment of Property Agents and Motor Dealers Act 2000 8
9

Clause 3 Act amended in pt 2 and schedule 10

This part and the schedule amend the *Property Agents And Motor Dealers Act 2000*. 11
12

Clause 4 Amendment of ch 11 (Residential property sales) 13

Chapter 11, parts 1 to 3— 14
omit, insert— 15

‘Part 1 Preliminary 16

‘363 Purposes of ch 11 17

‘The purposes of this chapter are— 18

-
- (a) to give persons who enter into relevant contracts as buyers a cooling-off period; and 1
2
 - (b) to require all proposed relevant contracts and relevant contracts for the sale of residential property in Queensland to have consumer protection information attached, including information stating that a relevant contract is subject to a cooling-off period; and 3
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 - (c) to enhance consumer protection for buyers of residential property by ensuring, as far as practicable, the independence of lawyers acting for buyers; and 8
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10
 - (d) to impose obligations on seller's agents, under part 5, about the advertising and availability of information on sustainable housing measures for the sale of particular residential property. 11
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13
14

'364 Definitions for ch 11 15

'In this chapter— 16

attached, in relation to a warning statement, any information sheet and a proposed relevant contract or relevant contract, means— 17
18
19

- (a) if the documents are given other than by electronic communication—attached in a secure way so that the warning statement, any information sheet and the proposed relevant contract or relevant contract appear to be a single document; or 20
21
22
23
24

Examples of ways a warning statement and any information sheet may be attached to a proposed relevant contract or relevant contract— 25
26
27

- binding 28
- stapling 29

- (b) if the documents are given by electronic communication—given by electronic communication at the same time or, if the method of electronic communication is by fax, as near as possible to the same 30
31
32
33

[s 4]

time having regard to the normal operation of fax machines.	1 2
<i>Example—</i>	3
by including the documents in a single email	4
benefit means monetary or other benefit.	5
business day means a day other than a Saturday, Sunday or public holiday.	6 7
buyer , in relation to a matter, includes the buyer's agent authorised to act for the buyer in relation to the matter.	8 9
cooling-off period see section 369.	10
electronic communication see the <i>Electronic Transactions (Queensland) Act 2001</i> , schedule 2.	11 12
formed on a sale by auction means formed on sale by auction—	13 14
(a) directly on the fall of the hammer, by outcry; or	15
(b) directly at the end of another similar type of competition for purchase.	16 17
<i>Examples—</i>	18
1 A contract for the sale of property is formed on a sale by auction when the auctioneer declares the property sold on the fall of the hammer.	19 20 21
2 A contract for the sale of property is not formed on a sale by auction when the property is passed in at auction and a bidder subsequently negotiates and purchases the property.	22 23 24
3 A contract for the sale of property is not formed on a sale by auction when the contract arises directly out of a sale by tender process.	25 26 27
information sheet means an information sheet in the form approved under the <i>Body Corporate and Community Management Act 1997</i> , section 206(6) or 213(5A).	28 29 30
relevant contract means a contract for the sale of residential property in Queensland, other than a contract formed on a sale by auction.	31 32 33

seller, in relation to a matter, includes the seller's agent authorised to act for the seller in relation to the matter. 1
2
termination penalty, in relation to a relevant contract, means 3
an amount equal to 0.25% of the purchase price under the 4
relevant contract. 5
unit sale means a sale of a lot included in a community titles 6
scheme, or proposed to be included in a community titles 7
scheme, within the meaning of the *Body Corporate and 8
Community Management Act 1997*. 9
warning statement means a statement in the approved form 10
that includes the information mentioned in section 368(1). 11

'365 Relationship with Electronic Transactions (Queensland) Act 12
13

'To remove any doubt, it is declared that the use of electronic 14
communication under this chapter is subject to the *Electronic 15
Transactions (Queensland) Act 2001*. 16

Note— 17

For example, see the *Electronic Transactions (Queensland) Act 2001*, 18
section 11 for a requirement about consent and section 24 for rules 19
about when an electronic communication is received. 20

'Part 2 Independence of lawyers and particular valuations 21
22

'366 Lawyer's disclosure to buyer about independence 23

'(1) This section applies if a proposed buyer or buyer (in either 24
case, the *buyer*) engages a lawyer in relation to the proposed 25
purchase or purchase of a residential property under a 26
proposed relevant contract or a relevant contract. 27

[s 4]

- ‘(2) The lawyer must give the buyer a lawyer’s certificate in the approved form and explain to the buyer the purpose and nature of the certificate. 1
2
3
- ‘(3) The lawyer’s certificate must be signed and dated by the lawyer and must state— 4
5
- (a) whether the lawyer is independent of the seller, the seller’s agents and anyone else involved in the sale, or promotion of the sale, or provision of a service in relation to the sale, of the property and whether the lawyer has a business, family or other relationship with any of those persons; and 6
7
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- (b) whether the lawyer has received, is receiving, or expects to receive a benefit in relation to the sale, or for promoting the sale, or for providing a service in relation to the sale, of the property, other than professional costs and disbursements payable by the buyer; and 12
13
14
15
16
- (c) the lawyer has explained to the buyer the purpose and nature of the certificate. 17
18

**‘367 Buyer to receive copy of property valuation buyer pays for 19
20**

- ‘(1) This section applies if, for a relevant contract— 21
- (a) it is a term of the relevant contract that the buyer must pay for a valuation of the property that, under the relevant contract, is not required to have been given to the buyer before the relevant contract is entered into; or 22
23
24
25
- (b) the seller or the seller’s agent otherwise requires that the buyer must pay for a valuation of the property that is not required to be given or to have been given to the buyer before the relevant contract is entered into. 26
27
28
29
- ‘(2) Despite the term or requirement, the seller or seller’s agent commits an offence if the seller or agent fails to give the buyer a copy of the valuation before the relevant contract is entered into. 30
31
32
33
- Maximum penalty—200 penalty units. 34

-
- '(3) The term or requirement is effective only if, before the
relevant contract was entered into by the buyer, the buyer
received the valuation and, in writing, acknowledged the
receipt. 1 2 3 4
 - '(4) Subsection (3) does not affect subsection (2). 5
 - '(5) A contravention of subsection (2) does not affect the validity
of the relevant contract. 6 7

'Part 3 Warning statements for proposed relevant contracts and relevant contracts

8 9 10

'368 Content and effectiveness of warning statement

11

- '(1) A warning statement for a proposed relevant contract or
relevant contract must include the following information— 12 13
 - (a) the relevant contract is subject to a cooling-off period; 14
 - (b) when the cooling-off period starts and ends; 15
 - (c) a recommendation that the proposed buyer or buyer seek
independent legal advice about the proposed relevant
contract or relevant contract before the cooling-off
period ends; 16 17 18 19
 - (d) a recommendation that the proposed buyer or buyer seek
an independent valuation of the property before the
cooling-off period ends; 20 21 22
 - (e) what will happen if the buyer terminates the relevant
contract before the cooling-off period ends; 23 24
 - (f) the percentage of the purchase price that will not be
refunded from the deposit if the relevant contract is
terminated before the cooling-off period ends; 25 26 27
 - (g) if the seller under the proposed relevant contract or
relevant contract is a property developer, that a person 28 29

[s 4]

who suffers financial loss because of, or arising out of,
the person's dealings with a property developer or the
property developer's employees can not make a claim
against the claim fund.

- '(2) A statement purporting to be a warning statement is of no
effect unless the words on the statement are presented in
substantially the same way as the words are presented on the
approved form.

**'368A Warning statement etc. if proposed relevant contract is
given to buyer for signing**

- '(1) This section applies—

- (a) if a proposed relevant contract is given to a proposed
buyer by a seller for signing; and
(b) whether or not the proposed relevant contract has been
signed by the seller.

- '(2) When the seller gives the proposed relevant contract to the
proposed buyer the seller must—

- (a) have a warning statement attached to the proposed
relevant contract; and
(b) if the proposed relevant contract relates to a unit sale,
have an information sheet attached to the proposed
relevant contract; and
(c) give the proposed buyer a clear statement directing the
proposed buyer's attention to—
(i) the warning statement and proposed relevant
contract; and
(ii) if the proposed relevant contract relates to a unit
sale, the information sheet.

Example of a clear statement—

Suppose that when a proposed relevant contract for a unit sale,
warning statement and information sheet are given to a proposed
buyer those documents are accompanied by a covering letter.
The letter could include a clear statement as follows—

	‘Your attention is drawn to the warning statement, information sheet and proposed relevant contract accompanying this letter.’.	1 2
‘(3)	To remove any doubt, it is declared that a person contravenes subsection (2)(c)(i) or (ii) if at the time the statement is given the warning statement or information sheet is not attached to the proposed relevant contract.	3 4 5 6
‘(4)	For this section a proposed relevant contract does not become another proposed relevant contract merely because, as a result of negotiations, the terms and conditions of the proposed relevant contract change if the residential property concerned and the parties remain the same.	7 8 9 10 11
‘(5)	For subsection (4) it is immaterial whether the proposed relevant contract is textually amended to show the changed terms and conditions or another proposed relevant contract form is prepared that incorporates the changes.	12 13 14 15
‘(6)	If subsection (2) is contravened—	16
	(a) if the seller personally gave the proposed relevant contract—the seller personally; or	17 18
	(b) if the seller’s agent gave the proposed relevant contract—the seller’s agent;	19 20
	commits an offence.	21
	Maximum penalty—200 penalty units.	22
‘(7)	It is a defence to a prosecution for an offence against subsection (6) for the seller or the seller’s agent to prove that the seller or the seller’s agent gave notice to the proposed buyer under section 368B.	23 24 25 26
‘368B Defence for s 368A(6)		27
‘(1)	This section applies if, before a proposed relevant contract becomes a relevant contract, the seller or the seller’s agent contravenes a requirement of section 368A(2) for the proposed relevant contract.	28 29 30 31
‘(2)	For the defence mentioned in section 368A(7), the seller or the seller’s agent may notify the proposed buyer of the failure	32 33

[s 4]

to comply at any time before the proposed relevant contract becomes a relevant contract.	1 2
‘(3) The notice must identify the failure to comply and—	3
(a) state that the proposed relevant contract is withdrawn; and	4 5
(b) advise whether new documents complying with the requirements of section 368A(2) will be given to the proposed buyer.	6 7 8
‘368C Warning statement must be attached to relevant contract	9
‘(1) This section applies when a seller gives a buyer a copy of the relevant contract.	10 11
‘(2) The seller must—	12
(a) have the warning statement mentioned in section 368A(2)(a) attached to the relevant contract; and	13 14
(b) if the relevant contract relates to a unit sale, have the information sheet mentioned in section 368A(2)(b) attached to the relevant contract.	15 16 17
‘(3) If subsection (2) is contravened—	18
(a) if the seller personally gave the buyer a copy of the relevant contract—the seller personally; or	19 20
(b) if the seller’s agent gave the buyer a copy of the relevant contract—the seller’s agent;	21 22
commits an offence.	23
Maximum penalty for subsection (3)—200 penalty units.	24

‘Part 3A	Waiving and shortening cooling-off periods	1 2
‘369	Cooling-off period	3
‘(1)	The <i>cooling-off period</i> , for a relevant contract, is a period of 5 business days—	4 5
(a)	starting on—	6
(i)	the day the buyer receives a copy of the relevant contract from the seller; or	7 8
(ii)	if the buyer receives a copy of the relevant contract from the seller on a day other than a business day, the first business day after the day the buyer receives the copy from the seller; and	9 10 11 12
(b)	ending at 5p.m. on the fifth business day.	13
	<i>Example—</i>	14
	Assume the buyer receives a copy of the relevant contract from the seller at any time on a Monday. Assume also that the cooling-off period is not affected by a day that is not a business day. The cooling-off period ends at 5p.m. on the following Friday.	15 16 17 18
‘(2)	For subsection (1), if the buyer signs the relevant contract after the seller signed it, the buyer is taken to have received a copy of the relevant contract from the seller when the buyer has both signed the relevant contract and communicated the buyer’s acceptance of the seller’s offer to the seller.	19 20 21 22 23
‘369A	Waiving cooling-off period	24
‘(1)	A person who proposes to enter into a relevant contract as a buyer (the <i>buyer</i>) may only waive the cooling-off period for the relevant contract by giving the seller under the proposed relevant contract a lawyer’s certificate in the approved form.	25 26 27 28
‘(2)	The lawyer’s certificate must be given to the seller before the buyer and the seller enter into the relevant contract.	29 30

[s 4]

- ‘(3) The lawyer’s certificate must be signed and dated by the lawyer giving the certificate and confirm the following by stating—
- (a) the lawyer is independent of the seller, the seller’s agents and anyone else involved in the sale, or promotion of the sale, or provision of a service in relation to the sale, of the property and has no business, family or other relationship with any of those persons;
 - (b) the lawyer has not received, is not receiving, and does not expect to receive a benefit in relation to the sale, or for promoting the sale, or for providing a service in relation to the sale, of the property, other than professional costs and disbursements payable by the buyer;
 - (c) the lawyer has explained to the buyer—
 - (i) the effect of a relevant contract in terms of the proposed relevant contract; and
 - (ii) the purpose and nature of the certificate; and
 - (iii) the legal effect of the buyer giving the certificate to the seller.

‘369B Shortening cooling-off period

- ‘(1) A buyer under a relevant contract may only shorten the cooling-off period for the relevant contract by giving the seller a lawyer’s certificate in the approved form.
- ‘(2) The lawyer’s certificate must be signed and dated by the lawyer giving the certificate and confirm the following by stating—
- (a) the lawyer is independent of the seller, the seller’s agents and anyone else involved in the sale, or promotion of the sale, or provision of a service in relation to the sale, of the property and has no business, family or other relationship with any of those persons;

- (b) the lawyer has not received, is not receiving, and does not expect to receive a benefit in relation to the sale, or for promoting the sale, or for providing a service in relation to the sale, of the property, other than professional costs and disbursements payable by the buyer; 1
2
3
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6
- (c) the lawyer has explained to the buyer— 7
 - (i) the effect of the relevant contract; and 8
 - (ii) the purpose and nature of the certificate; and 9
 - (iii) the legal effect of the buyer giving the certificate to the seller. 10
11
- ‘(3) The giving of a lawyer’s certificate under this section is effective to shorten the period to 5p.m. (or another stated time) on the day stated in the certificate. 12
13
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‘Part 3B Terminating relevant contracts 15

- ‘370 Buyer may terminate relevant contract in certain circumstance if clear statement is not given under s 368A(2)(c)(i) 16
17
18**
- ‘(1) This section applies if a seller personally or a seller’s agent fails to comply with section 368A(2)(c)(i). 19
20
 - ‘(2) Subject to subsections (3) and (4), if the proposed relevant contract concerned becomes a relevant contract, the buyer may terminate the relevant contract at any time before it settles by giving signed, dated notice of termination to the seller. 21
22
23
24
25
 - ‘(3) The buyer may not terminate the relevant contract if the buyer signed the warning statement attached to the proposed relevant contract under section 368A(2)(a) before the buyer signed the proposed relevant contract. 26
27
28
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[s 4]

- ‘(4) The termination must happen not later than 90 days after the day the buyer receives a copy of the relevant contract from the seller. 1
2
3
- ‘(5) The notice of termination must state that the relevant contract is terminated under this section. 4
5
- ‘(6) If the relevant contract is terminated, the seller must, within 6
14 days after the termination, refund any deposit paid under the relevant contract to the buyer. 7
8
Maximum penalty—200 penalty units. 9
- ‘(7) If the relevant contract is terminated, the seller personally or the seller’s agent is liable to the buyer for the buyer’s reasonable legal and other expenses incurred by the buyer in relation to the relevant contract after the buyer signed the relevant contract. 10
11
12
13
14
- ‘(8) An amount payable to the buyer under this section is recoverable as a debt. 15
16

‘370A Terminating relevant contract during cooling-off period 17

- ‘(1) A buyer who has not waived the cooling-off period for a relevant contract under section 369A may terminate the contract at any time during the cooling-off period or, if that period has been shortened under section 369B, the shortened period, by giving a signed, dated notice of termination to the seller. 18
19
20
21
22
23
- ‘(2) The notice of termination must state that the relevant contract is terminated under this section. 24
25
- ‘(3) The seller may deduct from any deposit paid under the relevant contract an amount not greater than the termination penalty. 26
27
28
- ‘(4) The seller must, within 14 days after the relevant contract is terminated, refund to the buyer— 29
30
 - (a) any deposit paid under the relevant contract; or 31

- (b) the balance of any deposit paid under the relevant
contract after deducting an amount of not more than the
termination penalty.

Maximum penalty—200 penalty units.

- ‘(5) An amount payable to the buyer under subsection (4) is
recoverable as a debt.’.

Clause 5 Insertion of new ch 19, pt 8

Chapter 19, after section 643—

insert—

**‘Part 8 Transitional provisions for
Property Agents and Motor
Dealers and Other Legislation
Amendment Act 2010**

‘644 Definitions for pt 8

‘In this part—

amended chapter 11 means chapter 11 as in force after the
commencement.

commencement means the commencement of this section.

pre-amended chapter 11 means chapter 11 as in force before
the commencement.

pre-amendment relevant contract means a contract that is a
relevant contract under pre-amended chapter 11 immediately
before the commencement.

**‘645 Matters relating to termination of pre-amendment
relevant contracts**

- ‘(1) A pre-amendment relevant contract can not be terminated
under pre-amended chapter 11 after the commencement.

[s 5]

-
- ‘(2) The termination, under pre-amended chapter 11, of a pre-amendment relevant contract having effect immediately before the commencement continues to have effect. 1
2
3
- ‘646 Matters relating to withdrawal of offers under s 365(3) of pre-amended chapter 11 4
5**
- ‘(1) Subsection (2) applies if, immediately before the commencement, a buyer under a relevant contract could have withdrawn the offer to purchase under section 365(3) of pre-amendment chapter 11 because the buyer and seller were not bound by the relevant contract under section 365(1) of pre-amendment chapter 11. 6
7
8
9
10
11
- ‘(2) The buyer can not withdraw the offer for that reason after the commencement. 12
13
- ‘(3) The withdrawal of an offer to purchase under section 365(3) of pre-amendment chapter 11 having effect immediately before the commencement continues to have effect. 14
15
16
- ‘647 Termination relating to proposed relevant contract under pre-amended chapter 11 that became or becomes a relevant contract 17
18
19**
- ‘(1) This section applies if a proposed relevant contract under pre-amended chapter 11 was given to a proposed buyer by a seller or a seller’s agent before the commencement and the proposed relevant contract became or becomes a relevant contract before, on or after the commencement. 20
21
22
23
24
- ‘(2) The relevant contract may be terminated under section 370 and, for that purpose, the section applies with all necessary and convenient changes and the changes mentioned in subsection (3). 25
26
27
28
- ‘(3) For applying section 370 in relation to the relevant contract— 29
- (a) a reference in subsection (1) of the section to ‘fails to comply with section 368A(2)(c)(i)’ is taken to be a reference to ‘failed to give the proposed buyer under the proposed relevant contract a clear statement directing 30
31
32
33

-
- the proposed buyer's attention to a warning statement
and the proposed relevant contract when the seller or the
seller's agent gave the proposed relevant contract to the
proposed buyer'; and
- (b) the reference in subsection (2) of the section to
'becomes' is taken to be a reference to 'became or
becomes'; and
- (c) in subsection (3) of the section all words from 'if' to
'368A(2)(a)' are taken to be omitted and to be replaced
by the words 'if the warning statement was attached to
the proposed relevant contract and the buyer signed the
warning statement'; and
- (d) the reference in subsection (4) of the section to
'receives' is taken to be a reference to 'received or
receives'.
- '(4) For section 370(1) as applying under subsection (3)(a), it is
declared that a person failed to give a clear statement directing
attention to the warning statement if, at the time the clear
statement was given, the warning statement was not attached
to the proposed relevant contract.
- '(5) For applying section 370 as mentioned in subsections (2) to
(4)—
- (a) a reference in that section to a warning statement is a
reference to a warning statement under pre-amended
chapter 11; and
- (b) the word 'attached' has the meaning it has in amended
chapter 11.
- '(6) In this section—
- attached* see section 364.

**'648 Pre-amendment relevant contract may be
terminated under s 370A**

- '(1) A pre-amendment relevant contract may be terminated under
section 370A and, for that purpose, the section applies with all

[s 5]

necessary and convenient changes and with the changes mentioned in subsection (2).	1 2
‘(2) For applying section 370A, in relation to a pre-amendment relevant contract for which the cooling-off period under pre-amended chapter 11 had started but not ended before the commencement, the references in that section to sections 369A and 369B are taken to be references to sections 369 and 370 of pre-amended chapter 11.	3 4 5 6 7 8
‘649 Matters relating to cooling-off period for pre-amendment relevant contracts	9 10
‘(1) The cooling-off period for a pre-amendment relevant contract that has started under pre-amended chapter 11 but not ended before the commencement is the cooling-off period for the contract under amended chapter 11.	11 12 13 14
‘(2) The waiving or shortening, under pre-amended chapter 11, of the cooling-off period relating to a pre-amendment relevant contract having effect immediately before the commencement continues to have effect for amended chapter 11.	15 16 17 18
‘(3) Subsection (4) applies if, immediately before the commencement, the cooling-off period for a pre-amendment relevant contract had not started because the buyer under the contract was not bound by it under section 365 of pre-amended chapter 11.	19 20 21 22 23
‘(4) For the definition <i>cooling-off period</i> applying for amended chapter 11—	24 25
(a) if, at the commencement, the buyer has received from the seller a copy of the pre-amendment relevant contract—the buyer is taken to have received the copy on the commencement; or	26 27 28 29
(b) otherwise—the definition applies according to its terms.	30

‘650	Offences	1
‘(1)	This section applies if a person is alleged to have committed, before the commencement, an offence against a prescribed provision.	2 3 4
‘(2)	Proceedings for the offence may be continued or started and the court may hear and decide the proceedings, as if the <i>Property Agents and Motor Dealers and Other Legislation Amendment Act 2010</i> had not been enacted.	5 6 7 8
‘(3)	This section applies despite the Criminal Code, section 11.	9
‘(4)	In this section—	10
	<i>prescribed provision</i> means chapter 11, part 1, 2 or 3, or section 130, 170, 207, 265, 281, 327(1)(b) or (3)(b), 341 or 375 of the pre-amended Act.	11 12 13
	<i>pre-amended Act</i> means this Act as in force before the commencement.	14 15
‘651	Amendment of subordinate legislation does not affect powers of Governor in Council	16 17
	‘The amendment of the <i>Property Agents and Motor Dealers Regulation 2001</i> by the <i>Property Agents and Motor Dealers and Other Legislation Amendment Act 2010</i> does not affect the power of the Governor in Council to further amend the regulation or to repeal it.’.	18 19 20 21 22
Part 3	Amendment of the Body Corporate and Community Management Act 1997	23 24 25
Clause 6	Act amended	26
	This part amends the <i>Body Corporate and Community Management Act 1997</i> .	27 28

[s 7]

Clause 7	Amendment of s 205A (Definitions for ch 5)	1
	(1) Section 205A, definitions <i>attach</i> and <i>warning statement</i> —	2
	<i>omit.</i>	3
	(2) Section 205A—	4
	<i>insert</i> —	5
	‘ attached , in relation to an information sheet and a contract,	6
	means—	7
	(a) if the documents are given other than by electronic	8
	communication—attached in a secure way so that the	9
	information sheet and the contract appear to be a single	10
	document; or	11
	<i>Examples of ways an information sheet may be attached to a</i>	12
	<i>contract</i> —	13
	• binding	14
	• stapling	15
	(b) if the documents are given by electronic	16
	communication—given by electronic communication at	17
	the same time or, if the method of electronic	18
	communication is by fax, as near as possible to the same	19
	time having regard to the normal operation of fax	20
	machines.	21
	<i>Example</i> —	22
	by including the documents in a single email’.	23
Clause 8	Amendment of s 205B (Relationship with Electronic	24
	Transactions (Queensland) Act	25
	Section 205B—	26
	<i>insert</i> —	27
	‘ <i>Note</i> —	28
	For example, see the <i>Electronic Transactions (Queensland) Act 2001</i> ,	29
	section 11 for a requirement about consent, and section 24 for rules	30
	about when an electronic communication is received.’.	31

Clause 9	Amendment of s 206 (Information to be given by seller to buyer)	1 2
	(1) Section 206(5) and (6)—	3
	<i>omit, insert—</i>	4
	‘(5) If the lot the subject of the contract is not residential property, the seller must have an information sheet in the approved form attached to the contract when the contract is given to the buyer.	5 6 7 8
	‘(6) A form may be approved under section 320 for an information sheet for a lot that is residential property.	9 10
	<i>Note—</i>	11
	See the <i>Property Agents and Motor Dealers Act 2000</i> , section 364, definition <i>information sheet</i> .’.	12 13
	(2) Section 206(7), ‘cancel’—	14
	<i>omit, insert—</i>	15
	‘terminate’.	16
	(3) Section 206(7)(b)—	17
	<i>omit, insert—</i>	18
	‘(b) the lot the subject of the contract is not residential property and the seller has not complied with subsection (5).’.	19 20 21
Clause 10	Replacement of s 206A (How the information sheet must be given for s 206(5))	22 23
	Section 206A—	24
	<i>omit, insert—</i>	25
	‘206A Termination of contract for contravention of the Property Agents and Motor Dealers Act 2000, s 368A(2)(c)(ii)	26 27 28
	‘(1) This section applies if the lot the subject of the contract is residential property and the seller or the seller’s agent fails to give the clear statement relating to an information sheet in the	29 30 31

[s 11]

approved form as required by the <i>Property Agents and Motor Dealers Act 2000</i> , section 368A(2)(c)(ii).	1 2
‘(2) Subject to subsections (3) and (4), the buyer may terminate the contract at any time before it settles by giving signed, dated notice of termination to the seller.	3 4 5
‘(3) The buyer may not terminate the contract if the buyer signed the information sheet attached to the contract form under the <i>Property Agents and Motor Dealers Act 2000</i> , section 368A(2)(b) before the buyer signed the contract form.	6 7 8 9
‘(4) The termination must happen not later than 90 days after the day the buyer receives a copy of the contract from the seller.	10 11
‘(5) The notice of termination must state that the contract is terminated under this section.	12 13
‘(6) If the contract is terminated, the seller must, within 14 days after the termination, repay to the buyer any amount paid to the seller towards the purchase of the lot.	14 15 16
Maximum penalty—200 penalty units.	17
‘(7) If the contract is terminated, the seller or the seller’s agent is liable to the buyer for the buyer’s reasonable legal and other expenses incurred by the buyer in relation to the contract after the buyer signed the contract form.	18 19 20 21
‘(8) An amount payable to the buyer under this section is recoverable as a debt.	22 23
‘(9) In this section—	24
<i>contract form</i> means the contract form that is the proposed relevant contract mentioned in the <i>Property Agents and Motor Dealers Act 2000</i> , section 368A.’.	25 26 27

Clause 11	Amendment of s 209 (Cancelling contract for inaccuracy of disclosure statement)	28 29
(1)	Section 209, heading, ‘Cancelling’—	30
	<i>omit, insert—</i>	31
	‘ Terminating ’.	32

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- | | | |
|-----|--------------------------------------|----|
| (2) | Section 209(1), ‘cancel’— | 1 |
| | <i>omit, insert—</i> | 2 |
| | ‘terminate’. | 3 |
| (3) | Section 209(1)(c), ‘cancellation’— | 4 |
| | <i>omit, insert—</i> | 5 |
| | ‘termination’. | 6 |
| (4) | Section 209(1)(c)(i), ‘cancelled’— | 7 |
| | <i>omit, insert—</i> | 8 |
| | ‘terminated’. | 9 |
| (5) | Section 209(1)(c)(ii), ‘cancelling’— | 10 |
| | <i>omit, insert—</i> | 11 |
| | ‘terminating’. | 12 |

Clause 12	Amendment of s 210 (Cancellation under this part)	13
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- | | | |
|-----|---|----|
| (1) | Section 210, heading, ‘Cancellation’— | 14 |
| | <i>omit, insert—</i> | 15 |
| | ‘Termination’. | 16 |
| (2) | Section 210, ‘cancels’— | 17 |
| | <i>omit, insert—</i> | 18 |
| | ‘terminates’. | 19 |
| (3) | Section 210, after ‘of the contract’— | 20 |
| | <i>insert—</i> | 21 |
| | ‘within 14 days after the termination’. | 22 |

Clause 13	Amendment of s 212A (Buyer may cancel if there is no proposed community management statement)	23 24
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|-----|----------------------------------|----|
| (1) | Section 212A, heading, ‘cancel’— | 25 |
| | <i>omit, insert—</i> | 26 |

[s 14]

‘terminate’.

(2) Section 212A(3), ‘cancel’—

omit, insert—

‘terminate’.

Clause 14 Amendment of s 213 (Information to be given by seller to buyer)

(1) Section 213(5) and (5A)—

omit, insert—

‘(5) If the proposed lot the subject of the contract is not residential property, the seller must have an information sheet in the approved form attached to the contract when the contract is given to the buyer.

‘(5A) A form may be approved under section 320 for an information sheet for a proposed lot that is residential property.

Note—

See the *Property Agents and Motor Dealers Act 2000*, section 364, definition *information sheet*.’.

(2) Section 213(6), ‘cancel’—

omit, insert—

‘terminate’.

(3) Section 213(6)(b)—

omit, insert—

‘(b) the lot the subject of the contract is not residential property and the seller has not complied with subsection (5).’.

Clause 15 Replacement of s 213A (How the information sheet must be given for s 213(5))

Section 213A—

omit, insert—

**‘213A Termination of contract for contravention of the
Property Agents and Motor Dealers Act 2000,
s 368A(2)(c)(ii)**

- ‘(1) This section applies if the proposed lot the subject of the contract is residential property and the seller or the seller’s agent fails to give the clear statement relating to an information sheet in the approved form as required by the *Property Agents and Motor Dealers Act 2000*, section 368A(2)(c)(ii).
- ‘(2) Subject to subsections (3) and (4), the buyer may terminate the contract at any time before it settles by giving signed, dated notice of termination to the seller.
- ‘(3) The buyer may not terminate the contract if the buyer signed the information sheet attached to the contract form under the *Property Agents and Motor Dealers Act 2000*, section 368A(2)(b) before the buyer signed the contract form.
- ‘(4) The termination must happen not later than 90 days after the day the buyer receives a copy of the contract from the seller.
- ‘(5) The notice of termination must state that the contract is terminated under this section.
- ‘(6) If the contract is terminated, the seller must, within 14 days after the termination, repay to the buyer any amount paid to the seller towards the purchase of the proposed lot.
- Maximum penalty—200 penalty units.
- ‘(7) If the contract is terminated, the seller or the seller’s agent is liable to the buyer for the buyer’s reasonable legal and other expenses incurred by the buyer in relation to the contract after the buyer signed the contract.
- ‘(8) An amount payable to the buyer under this section is recoverable as a debt.
- ‘(9) In this section—
- contract form*** means the contract form that is the proposed relevant contract mentioned in the *Property Agents and Motor Dealers Act 2000*, section 368A.

[s 16]

proposed lot has the same meaning as the term has in section 213.’. 1
2

Clause 16	Amendment of s 214 (Variation of disclosure statement by further statement)	3 4
(1)	Section 214(4), ‘cancel’— <i>omit, insert</i> — ‘terminate’.	5 6 7
(2)	Section 214(4)(c), ‘cancellation’— <i>omit, insert</i> — ‘termination’.	8 9 10
Clause 17	Amendment of s 217 (Cancelling contract for inaccuracy of statement)	11 12
(1)	Section 217, heading, ‘Cancelling’— <i>omit, insert</i> — ‘ Terminating ’.	13 14 15
(2)	Section 217, ‘cancel’— <i>omit, insert</i> — ‘terminate’.	16 17 18
(3)	Section 217(d), ‘cancellation’— <i>omit, insert</i> — ‘termination’.	19 20 21
Clause 18	Amendment of s 218 (Cancellation under this part)	22
(1)	Section 218, heading, ‘Cancellation’— <i>omit, insert</i> — ‘ Termination ’.	23 24 25
(2)	Section 218, ‘cancels’—	26

omit, insert— 1
‘terminates’. 2
(3) Section 218, after ‘of the contract’— 3
insert— 4
‘within 14 days after the termination’. 5

Clause 19 Amendment of s 221 (Part’s purpose) 6
Section 221(b), ‘cancel’— 7
omit, insert— 8
‘terminate’. 9

Clause 20 Amendment of s 222 (Effect of warranties and right to cancel) 10
Section 222, ‘cancel’— 11
omit, insert— 12
‘terminate’. 13
14

Clause 21 Amendment of s 224 (Cancellation for breach of warranty) 15
16
(1) Section 224, heading, ‘Cancellation’— 17
omit, insert— 18
‘**Termination**’. 19
(2) Section 224(1), ‘cancel’— 20
omit, insert— 21
‘terminate’. 22
(3) Section 224(1), ‘cancelled’— 23
omit, insert— 24
‘terminated’. 25
(4) Section 224(3), ‘cancels’— 26

[s 22]

omit, insert— 1
‘terminates’. 2
(5) Section 224(3), after ‘of the contract’— 3
insert— 4
‘within 14 days after the termination’. 5

Clause 22 Insertion of new ch 8, pt 8 6

Chapter 8— 7
insert— 8

‘Part 8 Transitional provisions for the 9
Property Agents and Motor 10
Dealers and Other Legislation 11
Amendment Act 2010 12

‘368 Definitions for pt 8 13

‘In this part— 14

amended chapter 5 means chapter 5 as in force after the 15
commencement. 16

commencement means the commencement of this section. 17

pre-amended provisions means sections 205A, 206, 206A, 18
213 and 213A as in force before the commencement. 19

pre-amendment contract means a pre-amendment 20
non-residential contract or a pre-amendment residential 21
contract. 22

pre-amendment non-residential contract means a contract to 23
which the pre-amended provision, section 206(5) or 213(5), 24
applied before the commencement. 25

pre-amendment residential contract means a contract to which the pre-amended provision, section 206(6) or 213(5A), applied before the commencement.

residential property see section 205A.

‘369 Matters relating to cancellation of pre-amendment contracts

‘(1) A pre-amendment contract can not be cancelled under the pre-amended provisions after the commencement.

‘(2) The cancellation, under the pre-amended provisions, of a pre-amendment contract having effect immediately before the commencement continues to have effect.

‘370 Termination relating to particular contracts for sale of lots that are not residential property

‘(1) This section applies if —

(a) a contract form for the sale of a lot that is not residential property was given to a proposed buyer by a seller before the commencement; and

(b) the contract form became or becomes a contract before, on or after the commencement.

‘(2) The contract may be terminated under amended section 206(7)(b) and for that purpose amended section 206(5) applies with the change mentioned in subsection (3).

‘(3) For applying amended section 206(5), all words from ‘must’ to ‘buyer’ are taken to be omitted and replaced by the words ‘must have had an information sheet in the approved form attached to the contract when the contract was given to the buyer’.

‘(4) For applying amended section 206(5) (the *provision*) as mentioned in subsection (3)—

(a) a reference in the provision to an information sheet in the approved form is a reference to an information sheet

[s 22]

	in the approved form under the pre-amended provision,	1
	section 206(5); and	2
	(b) the word ‘attached’ has the meaning it has in amended	3
	chapter 5.	4
‘(5)	In this section—	5
	<i>amended section 206(5)</i> means section 206(5) as in force	6
	after the commencement.	7
	<i>amended section 206(7)(b)</i> means section 206(7)(b) as in	8
	force after the commencement.	9
‘371	Termination relating to particular contracts for sale	10
	of lots that are residential property	11
‘(1)	This section applies if—	12
	(a) a contract form for the sale of a lot that is residential	13
	property was given to a proposed buyer by a seller or a	14
	seller’s agent before the commencement; and	15
	(b) the contract form became or becomes a contract before,	16
	on or after the commencement.	17
‘(2)	The contract may be terminated under amended section 206A	18
	and, for that purpose, the section applies with all necessary	19
	and convenient changes and the changes mentioned in	20
	subsection (3).	21
‘(3)	For applying amended section 206A in relation to the	22
	contract—	23
	(a) in subsection (1) of the section all words from ‘fails’ to	24
	‘section 368A(2)(c)(ii)’ are taken to be omitted and to	25
	be replaced by the words ‘failed to give the buyer a clear	26
	statement directing the buyer’s attention to an	27
	information sheet in the approved form when the seller	28
	or the seller’s agent gave the buyer the contract form for	29
	the contract’; and	30
	(b) in subsection (3) of the section all words from ‘if’ to	31
	‘signed the contract form’ are taken to be omitted and to	32
	be replaced by the words ‘if the information sheet was	33

-
- attached to the contract form and the buyer signed the
information sheet before the buyer signed the contract
form'; and
 - (c) in subsection (4) of the section the word 'receives' is
taken to be omitted and to be replaced by the words
'received or receives'; and
 - (d) subsection (9) of the section is taken to be omitted.
 - '(4) For amended section 206A(1) as applying under subsection
(3)(a), it is declared that a person failed to give a clear
statement directing attention to an information sheet in the
approved form if, at the time the clear statement was given,
the information sheet was not attached to the contract form.
 - '(5) For applying amended section 206A as mentioned in
subsection (3)(a) or (b)—
 - (a) a reference in the section to an information sheet in the
approved form is a reference to an information sheet in
the approved form under the pre-amended provision,
section 206(6); and
 - (b) the word 'attached' has the meaning it has in amended
chapter 5.
 - '(6) In this section—
 - amended section 205A* means section 205A as in force after
the commencement.
 - amended section 206A* means section 206A as in force after
the commencement.
 - attached* see amended section 205A.
- '372 Termination relating to particular contracts for sale
of proposed lots that are not residential property**
- '(1) This section applies if —
 - (a) a contract form for the sale of a proposed lot that is not
residential property was given to a proposed buyer by a
seller before the commencement; and
-

[s 22]

-
- (b) the contract form became or becomes a contract before,
 on or after the commencement. 1
2
 - ‘(2) The contract may be terminated under amended section
 213(6)(b) and for that purpose amended section 213(5)
 applies with the change mentioned in subsection (3). 3
4
5
 - ‘(3) For applying amended section 213(5), all words from ‘must’
 to ‘buyer’ are taken to be omitted and replaced by the words
 ‘must have had an information sheet in the approved form
 attached to the contract when the contract was given to the
 buyer’. 6
7
8
9
10
 - ‘(4) For applying amended section 213(5) (the *provision*) as
 mentioned in subsection (3)— 11
12
 - (a) a reference in the provision to an information sheet in
 the approved form is a reference to an information sheet
 in the approved form under the pre-amended provision,
 section 213(5); and 13
14
15
16
 - (b) the word ‘attached’ has the meaning it has in amended
 chapter 5. 17
18
 - ‘(5) In this section— 19
 - amended section 213* means section 213 as in force after the
 commencement. 20
21
 - amended section 213(5)* means section 213(5) as in force
 after the commencement. 22
23
 - amended section 213(6)(b)* means section 213(6)(b) as in
 force after the commencement. 24
25
 - proposed lot* has the same meaning as the term has in
 amended section 213. 26
27
- ‘373 Termination relating to particular contracts for sale
 of proposed lots that are residential property** 28
29
- ‘(1) This section applies if— 30
 - (a) a contract form for the sale of a proposed lot that is
 residential property was given to a proposed buyer by a
 seller or a seller’s agent before the commencement; and 31
32
33

-
- (b) the contract form became or becomes a contract before, on or after the commencement. 1 2
- ‘(2) The contract may be terminated under amended section 213A and, for that purpose, the section applies with all necessary and convenient changes and the changes mentioned in subsection (3). 3 4 5 6
- ‘(3) For applying amended section 213A in relation to the contract— 7 8
- (a) in subsection (1) of the section all words from ‘fails’ to ‘section 368A(2)(c)(ii)’ are taken to be omitted and to be replaced by the words ‘failed to give the buyer a clear statement directing the buyer’s attention to an information sheet in the approved form when the seller or the seller’s agent gave the buyer the contract form for the contract’; and 9 10 11 12 13 14 15
- (b) in subsection (3) of the section all words from ‘if’ to ‘signed the contract form’ are taken to be omitted and to be replaced by the words ‘if the information sheet was attached to the contract form and the buyer signed the information sheet before the buyer signed the contract form’; and 16 17 18 19 20 21
- (c) in subsection (4) of the section the word ‘receives’ is taken to be omitted and to be replaced by the words ‘received or receives’; and 22 23 24
- (d) in subsection (9), the definition *contract form* is taken to be omitted. 25 26
- ‘(4) For amended section 213A(1) as applying under subsection (3)(a), it is declared that a person failed to give a clear statement directing attention to an information sheet in the approved form if, at the time the clear statement was given, the information sheet was not attached to the contract form. 27 28 29 30 31
- ‘(5) For applying amended section 213A as mentioned in subsection (3)(a) or (b)— 32 33
- (a) a reference in the section to an information sheet in the approved form is a reference to an information sheet in 34 35

[s 23]

- the approved form under the pre-amended provision, 1
section 213(5A); and 2
- (b) the word ‘attached’ has the meaning it has in amended 3
chapter 5. 4
- ‘(6) In this section— 5
- amended section 205A* means section 205A as in force after 6
the commencement. 7
- amended section 213* means section 213 as in force after the 8
commencement. 9
- amended section 213A* means section 213A as in force after 10
the commencement. 11
- attached* see amended section 205A. 12
- proposed lot* has the same meaning as the term has in 13
amended section 213.’. 14

- Clause 23 Amendment of sch 6 (Dictionary) 15**
- (1) Schedule 6, definitions *commencement*, *residential property* 16
and *warning statement*— 17
- omit.* 18
- (2) Schedule 6— 19
- insert—* 20
- ‘*amended chapter 5*, for chapter 8, part 8, see section 368. 21
- commencement—* 22
- (a) for chapter 8, part 1, see section 326; or 23
- (b) for chapter 8, part 8, see section 368. 24
- pre-amended provisions*, for chapter 8, part 8, see section 25
368. 26
- pre-amendment contract*, for chapter 8, part 8, see section 27
368. 28
- pre-amendment non-residential contract*, for chapter 8, part 29
8, see section 368. 30

[s 24]

-
- pre-amendment residential contract*, for chapter 8, part 8, see 1
section 368. 2
- residential property*— 3
- (a) for chapter 5, see section 205A; or 4
- (b) for chapter 8, part 8, see section 368.’. 5

Part 4 Other amendments 6

- Clause 24 Legislation amended in schedule 7**
- (1) The schedule amends the legislation it mentions. 8
- (2) However, subsection (1) does not apply in relation to 9
particular legislation if another provision of this Act states 10
that the schedule amends the particular legislation. 11

Schedule	Other amendments	1
	sections 3 and 24	2
Property Agents and Motor Dealers Act 2000		3
1 Section 22(2)(d), after ‘an applicant’—		4
<i>insert—</i>		5
‘for a commercial agent’s licence’.		6
2 After section 23—		7
<i>insert—</i>		8
‘23A Special provision for applicant for resident letting agent’s licence		9
		10
‘(1) This section applies to an applicant for a resident letting agent’s licence for a building complex.		11
		12
‘(2) Before the chief executive may issue the licence, the applicant must satisfy the chief executive that the applicant has prescribed approval.		13
		14
		15
<i>Note—</i>		16
See section 49(2)(d).		17
‘(3) In this section—		18
<i>prescribed approval</i> means—		19
(a) if the applicant is an individual—body corporate approval for the individual or the person by whom the individual is to be employed to carry on a business of letting lots in the building complex under the authority of a licence; or		20
		21
		22
		23
		24
(b) if the applicant is a corporation—body corporate approval for the corporation to carry on a business of letting lots in the building complex under the authority of a licence.’.		25
		26
		27
		28

3	Section 28(1)(g)(iii) and (iv), after ‘;’—	1
	<i>insert—</i>	2
	‘and’.	3
4	Section 35(1)(c)(i)—	4
	<i>omit.</i>	5
5	Section 35(1)(c)(ii) and (iii)—	6
	<i>renumber</i> as section 35(1)(c)(i) and (ii).	7
6	Section 35(3)(a)—	8
	<i>omit.</i>	9
7	Section 35(3)(b) and (c)—	10
	<i>renumber</i> as section 35(3)(a) and (b).	11
8	Section 35(4), ‘subsection(1)(c)(ii)’—	12
	<i>omit, insert—</i>	13
	‘subsection (1)(c)(i)’.	14
9	Section 37(a)(ii), ‘an order’—	15
	<i>omit, insert—</i>	16
	‘a determination’.	17
10	Section 44(1)—	18
	<i>omit, insert—</i>	19
	‘(1) An individual is eligible to obtain a motor dealer’s licence	20
	only if the individual—	21
	(a) is at least 18 years; and	22

Schedule

	(b) has the educational or other qualifications for a motor dealer's licence that may be prescribed under a regulation.'.	1 2 3
11	Section 44(3)—	4
	<i>omit, insert—</i>	5
	'(3) A corporation is eligible to obtain a motor dealer's licence only if the corporation satisfies the chief executive that a director of the corporation is a motor dealer.'.	6 7 8
12	Section 49(2)—	9
	<i>insert—</i>	10
	'(d) if the application is for a resident letting agent's licence for a building complex—the applicant has the prescribed approval under section 23A.'.	11 12 13
13	Section 49(6), note, 'this'—	14
	<i>omit.</i>	15
14	Section 64(6), definition <i>representative</i>, paragraph (a), after ';'—	16 17
	<i>insert—</i>	18
	'or'.	19
15	Section 84(1)(e)—	20
	<i>omit.</i>	21
16	Section 84(1)(f) and (g)—	22
	<i>renumber</i> as section 84(1)(e) and (f).	23

17	Section 93(2), from ‘perform—’	1
	<i>omit, insert—</i>	2
	‘perform because of a condition to which the certificate is subject.’.	3
		4
18	Section 94(2)(c)—	5
	<i>omit.</i>	6
19	Section 94(2)(d)—	7
	<i>renumber</i> as section 94(2)(c).	8
20	Section 97(2)(d)—	9
	<i>omit.</i>	10
21	Section 97(2)(e)—	11
	<i>renumber</i> as section 97(2)(d).	12
22	Section 106(2), example, ‘<i>Example</i>’—	13
	<i>omit, insert—</i>	14
	‘ <i>Examples</i> ’.	15
23	Section 109(3)(a)(ii)—	16
	<i>omit.</i>	17
24	Section 109(3)(a)(iii) to (v)—	18
	<i>renumber</i> as section 109(3)(a)(ii) to (iv).	19
25	Section 109(3)(b)(ii)—	20
	<i>omit.</i>	21

Schedule

26	Section 109(3)(b)(iii) to (vii)—	1
	<i>renumber</i> as section 109(3)(b)(ii) to (vi).	2
27	Section 129(1) and (2), ‘, acts only within the scope of the person’s employment authority under section 130’—	3
	<i>omit.</i>	4
28	Section 130—	6
	<i>omit.</i>	7
29	Section 159(2), note—	8
	<i>omit.</i>	9
30	Section 160(4)(b), ‘for a residential service’—	10
	<i>omit, insert—</i>	11
	‘of rooming accommodation’.	12
31	Section 160(4)(b), ‘the conduct of the service’—	13
	<i>omit, insert—</i>	14
	‘providing rooming accommodation’.	15
32	Section 167(1)(a), after ‘;’—	16
	<i>insert—</i>	17
	‘and’.	18
33	Section 169(1) and (2), ‘, acts only within the scope of the salesperson’s employment authority under section 170’—	19
	<i>omit.</i>	20
		21
		22

34	Section 170—	1
	<i>omit.</i>	2
35	Section 196(2), note—	3
	<i>omit.</i>	4
36	Section 206(1), ‘, acts only within the scope of the trainee’s employment authority under section 207’—	5
	<i>omit.</i>	6
		7
37	Section 207—	8
	<i>omit.</i>	9
38	Section 226(3)(d)(ii), ‘and’—	10
	<i>omit.</i>	11
39	Section 229(2)(a)(ii), ‘in the auctioneer’s opinion,’—	12
	<i>omit, insert—</i>	13
	‘considers’.	14
40	Section 229(3)(b), ‘in the referee’s opinion,’—	15
	<i>omit, insert—</i>	16
	‘considers’.	17
41	Section 229(4), ‘who, in the auctioneer’s opinion,’—	18
	<i>omit, insert—</i>	19
	‘and considers’.	20
42	Section 253(2), note—	21
	<i>omit.</i>	22

Schedule

43	Section 264(1), ‘, acts only within the scope of the salesperson’s employment authority under section 265’—	1 2 3
	<i>omit.</i>	4
44	Section 265—	5
	<i>omit.</i>	6
45	Section 274(2), note—	7
	<i>omit.</i>	8
46	Section 280(1) and (2), ‘, acts only within the scope of the salesperson’s employment authority under section 281’—	9 10 11
	<i>omit.</i>	12
47	Section 281—	13
	<i>omit.</i>	14
48	Section 327(1)—	15
	<i>omit, insert—</i>	16
	‘(1) A motor dealer who is a principal licensee must, if the motor dealer changes the place where the motor dealer carries on the motor dealer’s principal place of business, notify the chief executive in the approved form of the change within 14 days after the change.	17 18 19 20 21
	Maximum penalty—200 penalty units.’.	22
49	Section 327(3)—	23
	<i>omit, insert—</i>	24
	‘(3) A motor dealer who is a principal licensee must notify the chief executive in the approved form of the opening of any	25 26

	place where the dealer carries on business within 14 days after the opening.	1 2
	Maximum penalty—200 penalty units.’.	3
50	Section 329(2), note—	4
	<i>omit.</i>	5
51	Section 340(1) and (2), ‘, acts only within the scope of the subagent’s employment authority under section 341’—	6 7
	<i>omit.</i>	8
52	Section 341—	9
	<i>omit.</i>	10
53	Section 353(2), note—	11
	<i>omit.</i>	12
54	Section 375—	13
	<i>omit, insert—</i>	14
‘375	Trust account may only be opened at approved financial institution	15 16
	‘(1) A licensee must not open a general trust account or special trust account at a place other than the office or branch of an approved financial institution within the State.	17 18 19
	Maximum penalty—200 penalty units.	20
	<i>Note—</i>	21
	A special trust account is a trust account created under section 380 in which an amount is held for investment at the direction of both parties to the sale.	22 23 24

Schedule

‘(2)	Before opening the account, the licensee must give the manager or other officer in charge of the institution’s office or branch a copy of the licensee’s licence.	1 2 3
	Maximum penalty for subsection (2)—200 penalty units.’.	4
55	Section 377—	5
	<i>omit, insert—</i>	6
‘377	Notice of account’s opening, name change or closing	7
‘(1)	This section applies if a licensee does any of the following (each an <i>event</i>)—	8 9
(a)	opens a general trust account or special trust account;	10
(b)	changes the name of a general trust account or special trust account;	11 12
(c)	closes a general trust account or special trust account.	13
‘(2)	The licensee must, under subsection (3), give the chief executive written notice of the happening of the event within 14 days of its happening.	14 15 16
	Maximum penalty—200 penalty units.	17
‘(3)	The written notice must state—	18
(a)	whether the account is a general trust account or special trust account; and	19 20
(b)	the name of the financial institution where the account is or was kept; and	21 22
(c)	the account name; and	23
(d)	the identifying number of the financial institution; and	24
	<i>Editor’s note—</i>	25
	This is commonly referred to as the bank state branch number.	26
(e)	the account number.’.	27
56	Section 496(1)(h)(ii)—	28
	<i>omit, insert—</i>	29

	‘(ii) the employee has, in performing an activity of a licensee, been incompetent or acted in an unprofessional way.’.	1 2 3
57	Section 578(2), ‘sections’— <i>omit, insert—</i> ‘section’.	4 5 6
58	Section 608(2)(b), ‘to be’— <i>omit.</i>	7 8
59	Schedule 2, definitions <i>commencement</i>, <i>disclosure statement</i> and <i>employment authority</i>— <i>omit.</i>	9 10 11
60	Schedule 2— <i>insert—</i> ‘ <i>amended chapter 11</i> , for chapter 19, part 8, see section 644. <i>benefit</i> , for chapter 11, see section 364. <i>commencement</i> — (a) for chapter 19, part 1, see section 603; or (b) for chapter 19, part 8, see section 644. <i>formed on a sale by auction</i> , for chapter 11, see section 364. <i>pre-amended chapter 11</i> , for chapter 19, part 8, see section 644. <i>pre-amendment relevant contract</i> , for chapter 19, part 8, see section 644.’.	12 13 14 15 16 17 18 19 20 21 22 23

Schedule

61	Schedule 2, definition <i>comparable certificate</i>, paragraphs (a) to (c), after ‘;’—	1
	<i>insert—</i>	2
	‘or’.	3
62	Schedule 2, definition <i>employment register</i>, paragraphs (a) to (f), after ‘;’—	5
	<i>insert—</i>	6
	‘or’.	7
63	Schedule 2, definition <i>registered office</i>, paragraphs (a) to (f), after ‘;’—	9
	<i>insert—</i>	10
	‘or’.	11
		12
	Property Agents and Motor Dealers Regulation 2001	13
1	Section 12(d) and (e)—	14
	<i>omit.</i>	15
2	Section 12(f)—	16
	<i>renumber</i> as section 12(d).	17
3	Section 15(1)(f) to (h)—	18
	<i>omit.</i>	19