

# ENTERPRISE AGREEMENT

NO: E.A. 83 /1996

DATE REGISTERED: 14-3-96

PRICE: \$ 14-00

**COPY**

**ENTERPRISE AGREEMENT**

**BETWEEN**

**THE PROPERTY PARTNERS PTY LTD**

**ACN 064 094 980**

**TRADING AS**

**PH. THE PROPERTY PARTNERS**

**AND**

**ROBERT C. BROOKS LICENSEE IN CHARGE OF  
78 STAPLES STREET, KINGSGROVE NSW 2208**

**ANITA KELLY SALESPERSON OF  
28A EDWARD STREET, KINGSGROVE NSW 2208**

## PART 1

(1) This Enterprise Agreement is made in pursuance to the NSW Industrial Relations Act, 1991, and in accordance with the provisions of Section 115 to 142 of the said Act, entered into between The Property Partners Pty Ltd trading as Ph. The Property Partners of the one part and employees of Ph. The Property Partners with the occupations of:

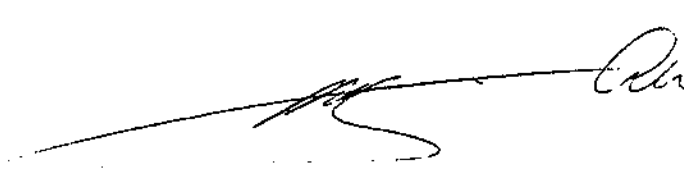
- Licensee-in-charge
- Salespersons

as defined in the REAL ESTATE INDUSTRY {STATE} AWARD, of the other part.

(2) It is agreed between the parties as follows:

- a) TITLE: This Agreement shall be known as the Ph. The Property Partners Enterprise Agreement.
- b) INTENTION: This agreement shall only apply to Employees in the occupations identified, situated at Ph. The Property Partners.
- c) DURESS: This Agreement was not entered into under duress by any party to it.
- d) INCIDENCE: This Agreement shall regulate partially the terms and conditions of employment previously regulated by the REAL ESTATE INDUSTRY {STATE} AWARD.

Apart from the clauses specified in the Agreement, all other clauses of the REAL ESTATE INDUSTRY {STATE} AWARD, as varied from time to time, shall apply to the parties to this Agreement.



## **PART 2**

(3) The terms and conditions of the REAL ESTATE INDUSTRY {STATE} AWARD, as varied from time to time, shall apply to the persons covered by this Agreement, with exclusion of Clause 11, Letters of Appointment; Clause 35, Locomotion Allowance; and Clause 37, Annual Leave Loading.

(4) The remuneration for persons covered by this Agreement shall be as provided for in Clauses 25, 26, 27, 28, 29 and 30 of Part B of the REAL ESTATE INDUSTRY {STATE} AWARD or for licensed salespersons in accordance with Part C, Commission only Salespersons of that Award.

(5) The Salespersons, Property Managers and Property Officers covered by this Agreement covenant that they will not directly or indirectly, during the course of their employment:

- a) Canvass, solicit or endeavour to entice away from the Employer any of the clients of the Employer introduced to the Salesperson during his/her employment by the Employer: and/or
- b) Disclose any information or details of the operations of Ph. The Property Partners including, but not limited to, all systems, techniques, names and particulars of clients, prospects and contacts, sales, data base, listings and records, which become known to the salesperson during the course of his/her employment with the Employer and/or:
- c) Disclose any information which became known to the salesperson during the course of his/her employment with the Employer concerning properties listed for sale with or managed by the Employer or are in the course of being so listed or managed at the date of termination of employment.

(6) The Salespersons and Property Managers and Officers further covenant that on termination of employment they will immediately return in full to the employer all listings, documents, keys, records, agreements, photographs, books and information concerning the Employer's clients and customers which rightfully belong to the Employer and, further, that they will not keep or make a copy of the same.

(7) Ordinary hours of employment under this Agreement shall be a maximum of 40 hours per week, averaged over a 52 week period.

(8) It is a condition of this Agreement that Clause 11, Letters of Appointment, of PART A, Common Provisions, of the REAL ESTATE INDUSTRY {STATE} AWARD, in its entirety, shall not apply to parties to this Agreement. In lieu thereof and subject to the conditions of Clause 6 of this Agreement, commission payments to salespersons paid under PART B of the REAL ESTATE INDUSTRY {STATE} AWARD, shall be as follows:

a) Salespersons' Commissions shall be payable from net commission and/or fees actually received by the Employer with respect to sales effected by the Salesperson after any conjunction agency fees, advertising and marketing fees in excess of Vendor Contribution, and any Goods and Services Tax (if applicable) have been deducted.

b) The Employer's net commission from a) above shall be split between listing and selling as follows:

A large, stylized handwritten signature in black ink, appearing to be a cursive name, located at the bottom left of the page.

	<b>LISTING</b>	<b>SELLING</b>	<b>LISTING &amp; SELLING</b>
(i) Open Listing	20%	80%	100%
(ii) Sole agency, exclusive agency, multiple listing with vendor contributions	50%	50%	100%
(iii) Sole agency, exclusive agency, multiple listing without vendor contributions	45%	55%	100%
(iv) Auction Listings with prepaid vendor contributions	55%	45%	100%
(v) Auction Listings with post paid vendor contributions	50%	50%	100%
(vi) Where sold previous to auction	50%	50%	100%
(vii) Where sold after failed auction	50%	50%	100%

c) The Salespersons shall be credited with 35% of the appropriate part or parts of the Employers commissions from subclause b) above, that is either listing or selling, or both listing and selling.

d) In addition to Clause 4 of this Agreement, payments made in respect of occupational superannuation as deemed by Government legislation or by Award, advances agreed in writing on the Employees behalf, and marketing expenses in excess of the vendors contribution, payments in accordance with Clauses 10, & 11 of this Agreement, shall be debited each month, against commission, in accordance with subclause c) above, earned by the Employee.

e) Any credit balance payable to a Salesperson shall be paid in accordance with appropriate provisions of the REAL ESTATE INDUSTRY {STATE} AWARD, payment of commissions, and any debit balance will be carried forward from month to month.

(9) It is a provision of the Agreement that all new Salespersons employed (not including those signatories to this agreement) after the date of Registration of this Agreement will, for the first six months of engagement, be known as Probationary Salespersons, and will be on daily engagement, the rate of pay being one-fifth of the weekly rate for a Probationary Salesperson under the REAL ESTATE INDUSTRY {STATE} AWARD.

(10) In lieu of the Locomotion Allowances prescribed under clause 35 of the REAL ESTATE INDUSTRY {STATE} AWARD an allowance may be paid to Employees who use their own motor vehicle for authorised business purposes; such allowance to be negotiated between the Employer Ph. The Property Partners and the employee but will not exceed the Standing Charge as set out under the REAL ESTATE INDUSTRY {STATE} AWARD for full time employees and such allowance may be paid at other than weekly intervals.

(11) In lieu of the Annual Leave Loading prescribed under Clause 37 of PART B of the REAL ESTATE INDUSTRY {STATE} AWARD employees under this Agreement shall be paid \$5.00 per week.

## **PART B**

### **TERM OF AGREEMENT**

This Agreement shall operate from the date of Registration and shall remain in force for a period of 1 year unless varied or terminated earlier under the provisions provided by the Act.


**PART 4**

**AGREEMENT**

The foregoing agreement:

1. Signed for and on behalf of The Property Partners Pty Ltd trading as Ph. The Property Partners:

*Anita Kelly*  
\_\_\_\_\_  
Anita Kelly- Director



*[Signature]*  
\_\_\_\_\_  
20/10/95

Witnessed:

Date:

2. Signed:

*[Signature]*  
\_\_\_\_\_  
Robert C. Brooks- Licensee-in-Charge

Witnessed:

Date:

*[Signature]*  
\_\_\_\_\_  
20/10/95

3. Signed:

*Anita Kelly*  
\_\_\_\_\_  
Anita Kelly-Salesperson

Witnessed:

Date:

*[Signature]*  
\_\_\_\_\_  
20/10/95