

# ANZRPNGN 10 LEASING AGENT SERVICES

## 1.0 Introduction

### 1.1 Purpose

Members providing Leasing Agent Services must do so to the standard of professionalism and skill required and consistent with membership of the Institute and with compliance to law

### 1.2 Status of Guidance Notes

Guidance notes are intended to embody recognised 'good practice' and therefore may (although this should not be assumed) provide some professional support if properly applied. While they are not mandatory, it is likely that they will serve as a comparative measure of the level of performance of a Member. They are an integral part of the Valuation and Property Standards Manual.

### 1.3 Scope of this Guidance Note

This Guidance Note applies to Institute Members providing Leasing Agent Services to Clients. It must be used in conjunction with other practice standards and guidance notes that are either over-arching or directly applicable to the type of property, purpose or issues involved.

### 1.4 Client

In all cases, 'client' shall mean building owner, landlord, lessee or their appointed representative.

## 2.0 Professional Conduct

### 2.1 Standards of a Technical Nature

Members shall abide by any principles or standards of professional conduct of a technical nature laid down in the By-Laws of the Institute's Constitution.

### 2.2 Code of Ethics

Members must at all times conduct themselves in accordance with the standards set out in the Institute's Code of Ethics.

### 2.3 Legislation

Members shall act in accordance with relevant legislation.

## 3.0 Client Relationship

### 3.1 Clients Instructions and Best Interests

Members shall at all times act in the best interests of the client and in accordance with the client's instructions.

### 3.2 Confirm Instructions in Writing

Upon appointment to act for the client, the Member shall immediately confirm in writing to the client the basis of the appointment, the scope of services the Member will provide to the client, and the basis of the fee structure for those services unless covered under a previous agreement.

### 3.3 Frequent and Regular Communication

The Member shall on a frequent and regular basis, or as agreed between Member and client, communicate to the client the progress being made in respect of the instructions issued to the Member.

### 3.4 Act Promptly and Efficiently

The Member shall at all times act promptly and efficiently in the servicing of the clients instructions.

### 3.5 Notice of Illegal or Unethical Concerns

If receiving an instruction from the client, which the Member believes to be illegal or unethical, the Member shall communicate such concerns to the client in writing as soon as possible.

## 4.0 Leasing Agency Appointments

### 4.1 Claim to Act

No Member shall claim to act for a client unless appointed in writing to do so.

### 4.2 Methods of Acting

The Member, when accepting an appointment to act as Leasing Agent for the client shall act generally by one of the following methods:

- Sole agency or exclusive agency appointment
- Co-ordinating or Joint Agency
- General or open agency appointment

### 4.3 Act for Tenant

Where the Member is appointed to act for a tenant, their client shall be deemed to be the tenant and the Member shall not seek a fee from anyone other than the tenant, and shall disclose to all parties that they act for the tenant.

### 4.4 Not Claim to Act Unless Appointed

No Member shall claim to act for a tenant unless appointed in writing to do so.

### 4.5 Not Contact Client of Sole Agent

No Member shall directly contact the client of another agent where that agent has been appointed to act on the basis of either a sole or exclusive or a co-ordinating agency (unless they are also the joint coordinating agent) or have unequivocal consent from the appointed agent to do so.

### 4.6 Not Undermine Another Member

No Member shall seek to undermine the reputation or the ability of another Member.

### 4.7 Not Claim Agency Where None Exists

No Member shall claim to have an agency appointment in the knowledge that no such appointment exists.

### 4.8 Conflict of Interest

The Member must disclose to their client any actual or potential conflict of interest that may arise as a result of their appointment.

## 5.0 Leasing Agency Practice

### 5.1 Seeking to Nominate a Tenant

Any Member seeking to nominate a tenant for a property shall do so to the appointed agent unless the property is available by way of an 'open' or 'general' agency and then the nomination shall be to the client.

### 5.2 Accepting Nominations

Members as sole or coordinating agents may accept nominations from outside agents at their

discretion, but generally shall accept nominations of tenants with whom they have had no prior contact.

### 5.3 Written Nominations

Members shall effect all nominations in writing. Upon receipt of written nomination from an Introducing Agent, Members shall immediately confirm acceptance to Introducing Agent in writing.

### 5.4 Nominations from Agents Exercising Control

In general, Members shall accept nominations only from those agents that can demonstrate, or exercise control over the nominated tenant, by way of a physical inspection of the property.

### 5.5 Joint Coordinating Agent

Where appointed as a joint coordinating agent, the Member will confer with their joint agent prior to accepting any nominations from outside agents.

### 5.6 Tenant Introductions

Where a Member has introduced a tenant to one or more properties by way of nominations or direct introduction, and is not appointed to act for the tenant, that Member must act in the best interest of the lessor and must not advise the tenant or proffer any advice that may be contrary to the lessor's best financial or other interests.

### 5.7 Fee Structure

When nominating or accepting nominations, Members shall confirm the basis of the fee structure applicable for the nomination if successful.

### 5.8 Consent for Inspection

No Member shall inspect a property with a tenant without the consent of the client or the appointed agent.

### 5.9 Commercial Viability of Prospective Lessees

Where a Member has reasonable grounds for questioning the solvency or commercial viability of any party introduced as a prospective lessee of the property, the client should be so advised.

## **6.0 Marketing**

### **6.1 'For Lease' or Other Marketing Board**

No Member shall place a 'For Lease' or other marketing board on a property without client consent, or where another agent has been appointed as sole or co-ordinating agent.

### **6.2 Not Advertise Lease Without Consent**

No Member shall advertise a property as being for lease without client consent.

### **6.3 No Inspection Without Prior Consent**

No member shall conduct an inspection of a tenancy without the prior consent of the tenant in occupation.

### **6.4 Property Information**

Members shall present property information on the basis of fact and not on assumption and shall endeavour to provide full details of the premises to be leased and the lease terms.

### **6.5 Confidentiality**

In spite of the absence of any specific confidentiality provision within the Agency Agreement, a Member shall not issue any press release without the client's written agreement. Any agreement so granted is a specific agreement to the form of words or content that has been submitted to the client for approval.

## **7.0 Other**

### **7.1 Pay Fees Promptly**

Members shall pay fees to nominating agents promptly following payment of their own fees by the client.

### **7.2 Fee on Basis of Written Agreement**

Members must base their fees on the basis of the written agreement with their client and must not seek to knowingly overcharge or take false profits.

### **7.3 Account to Co-ordinating Agent**

When acting as the nominating agent, unless instructed otherwise by the sole or co-ordinating agent, Members must account to the sole or co-ordinating agents for their fees and not to the client direct.