

REAL ESTATE INSTITUTE OF NEW SOUTH WALES

PRESIDENTIAL APPOINTMENT

Application Form | ABN 51 000 012 457

Presidential Appointment

Application Form



Updated 10 May 2021

This application form must be completed to request that the President of The Real Estate Institute of New South Wales Limited (**REINSW**) appoint an agent, valuer and/or other expert to carry out a sale, valuation and/or other service pursuant to a presidential appointment. There are several steps which must occur before the presidential appointment process can proceed, including the party(s) must pay the fee and agree and accept the Presidential Appointment Terms and Conditions at the end of this form by completing and signing it and submitting it to REINSW by email at presidentialappointments@reinsw.com.au.

All fields must be completed before this application can proceed.

APPLICANT (the party requesting the presidential appointment)

Name

Postal Address

City/Suburb

Postcode

Email

Phone

Fax

APPLICANT'S REPRESENTATIVE (If applicable, please fill in the details below)

Name

Postal Address

City/Suburb

Postcode

Email

Phone

Fax

OTHER PARTY

Name

Postal Address

City/Suburb

Postcode

Email

Phone

Fax

OTHER PARTY'S REPRESENTATIVE (If applicable, please fill in the details below)

Name

Postal Address

City/Suburb

Postcode

Email

Phone

Fax

TYPE OF EXPERT

Please select one or more of the following experts that you wish to be appointed by the President:

Agent

Auctioneer

Solicitor

Stocktaker

Valuer

Other (please specify):

Note: If more than one expert is selected, each expert constitutes a separate appointment which will attract a separate administration fee

PURPOSE OF APPOINTMENT

Please select one or more of the following reasons for the presidential appointment

To sell property by private treaty

To sell property by public auction

To lease a property

To determine current market value of a property

To determine current market rent for a property

To determine the reserve or list price for a property

To resolve a dispute

Other (please specify):

Note: Multiple boxes may be ticked, if applicable

CONFLICT OF INTEREST

Please advise of any expert who has previously been involved with this matter or either party (or both) or otherwise has a conflict of interest:

Name of expert(s)

Company Name(s)

Type of expert

Agent

Solicitor

Valuer

Auctioneer

Stocktaker

Other (please specify):

Period(s) of involvement:

Note: Please attach an additional page, if required

LOCATION OF PROPERTY

Street Address

City/Suburb

Postcode

Otherwise know as

TYPE OF PROPERTY

Please select one of the following types of property:

Commercial

Factory

Office

Residential

Retail

Warehouse

Other (please specify):

DESCRIPTION OF PROPERTY

Please include a brief description of the property (eg. strata unit, house, number of bedrooms etc)

AGREED RESERVE PRICE

If the Property is to be sold by public auction and the parties have agreed on a reserve price, the agreed reserve price is:

\$

SUPPORTING DOCUMENTS

Please specify and attach any relevant supporting document/s (e.g. Court Order, lease, etc.)

TERMS AND CONIDITIONS

Each party must tick their respective box and sign below to indicate their agreement to the Presidential Appointment Terms and Conditions found in this form.

APPLICANT'S AGREEMENT

I acknowledge that I have read and understand the Presidential Appointment Terms and Conditions and I agree to accept them.

Signature of Applicant:

Date

Name of Signatory (print name):

OTHER PARTY'S AGREEMENT

I acknowledge that I have read and understand the Presidential Appointment Terms and Conditions and I agree to accept them.

Signature of Other Party:

Date

Name of Signatory (print name):

PRESIDENTIAL APPOINTMENT TERMS AND CONDITIONS

1. The President of The Real Estate Institute of New South Wales Limited (**REINSW**) will make an appointment on the terms and conditions set out in this application form.
2. REINSW provides a service to members of the public by making appointments of independent experts. The President's role is to make an offer of appointment which is subject to acceptance by the expert to whom the offer is made.
3. With respect to the parties (and not the individual expert), the appointment by the President is made subject to these terms and conditions as well as the terms and conditions that the individual expert shall prescribe (which are subject to negotiation directly between the expert and the parties).
4. The Presidential Appointment service will proceed upon receipt by REINSW of a completed and signed application form and the payment of the applicable fee.
5. Any fees charged by the expert are separate and in addition to REINSW's administration fee and should be paid directly to the appointed expert at the time and in the manner specified by the appointed expert.
6. Work undertaken by appointed experts is not a matter over which REINSW has any level of involvement and each of the President and REINSW is unable to comment on, and is not liable in any respect for, the manner in which the expert carries out their work, the accuracy, quality, efficiency or result of their work or a breach by them of their prescribed terms and conditions or of REINSW's terms and conditions (including, without limitation, if the appointed expert is not appropriately skilled, qualified or suitable to satisfy the specific particulars of this matter). Any complaints or queries in relation to the expert's performance or work must be directed to the appointed expert or, if unable to be resolved, to the relevant regulatory body.
7. It is REINSW's policy to endeavour to appoint an independent expert wherever possible to ensure that the choice of expert is not subject to dispute on the grounds of prior involvement with the matter or the parties. REINSW will proceed on the basis that, by virtue of this application form, the parties have advised REINSW of all experts who have previously been involved with this matter, a party or all parties or otherwise have a conflict of interest. Each of the President and REINSW is not liable in any respect if the appointed expert is not independent or has had prior involvement with a party, all parties or the matter.
8. Each party warrants that all information provided by it to the President and to REINSW and in this application form is true, correct and complete and that the President and REINSW can rely on the information provided. Each party agrees to keep REINSW updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.
9. Each of the President and REINSW may, at any time and in their absolute discretion, decide not to offer the Presidential Appointment service to any party.
10. The Presidential Appointment service provided to the parties named in this application form is complete once the President makes a written offer of appointment to an expert to complete the relevant work, at which time the parties will be notified that the offer has been made. The acceptance of the offer of appointment is subject to the absolute discretion of the expert and the President and REINSW have no control over such acceptance. Where the offer is declined by the expert, either party may submit another application form for the President to appoint another expert and that further application form may attract an additional administration fee at the discretion of REINSW.
11. The Applicant irrevocably and unconditionally indemnifies and releases each of the President and REINSW against and from all losses, costs, expenses, liabilities, damages, claims or payments which may be suffered, sustained or incurred by the President or REINSW (as applicable), directly or indirectly, in any way arising from or in connection with the Presidential Appointment service or any act or omission of the appointed expert. Where there is more than one Applicant such indemnity and release shall be joint and several.
12. Without limiting any terms or conditions above, the extent to which the President and REINSW may be liable in connection with the Presidential Appointment service is limited to the provision of the service again or the cost of providing the service again.
13. By signing this form, each party acknowledges that it has read, understands and accepts the terms of the Presidential Appointment Privacy Policy and the permissions to collect, use and disclose personal information, and the parties authorise REINSW to collect, use and disclose, in accordance with the *Privacy Act 1988* (Cth), their personal information for the purposes specified in the Privacy Policy.

Updated 30 March 2017

The Privacy Act 1988 (Cth) (the Act) allows for your 'personal information', including 'sensitive information' (which are defined in the Act) to be collected, used and disclosed provided The Real Estate Institute of New South Wales Limited (REINSW) has given you notice and, in certain circumstances, obtained your consent. This Privacy Policy only applies to the extent REINSW collects, uses and discloses personal information.

Unless otherwise stated below, in this Privacy Policy and, where appropriate, a reference to 'personal information' includes 'sensitive information'. REINSW may update, revise, amend or replace this Privacy Policy from time to time and may subsequently notify you of any changes to this Privacy Policy by updating it on REINSW's website or by other written notification to you. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to you.

How REINSW collects personal information from you

REINSW may collect personal information from you in the following circumstances: when REINSW receives a request (the Request) to appoint an industry expert to carry out the requirements in a Court Order, lease or other relevant document (the Presidential Appointment); when REINSW corresponds and exchanges information with the party making the Request or any other party related to or connected with the Request or Presidential Appointment, including (but without limitation), agents, valuers, insurers and underwriters, contractors, legal, financial and other advisors, or parties to or connected with an agreement, deed, transaction or legal proceedings (being Related Parties); to satisfy itself that a person has the requisite qualifications, insurances, expertise and any other matter REINSW considers appropriate (at its sole discretion) for appointment as the industry expert with respect to the Presidential Appointment.

How REINSW collects personal information from other sources

REINSW can collect personal information from other sources in any manner permitted by the Act. REINSW will only collect personal information from other sources where it is both lawful and reasonably necessary for REINSW to do so in relation to, or in connection with, the Request or the Presidential Appointment. Examples of such sources of personal information include: from agents, valuers, insurers and underwriters, contractors, legal, financial and other advisors in relation to or in connection with the Request, the relevant Court Order and/or Presidential Appointment; from government and/or regulatory agencies or bodies including (without limitation) NSW Fair Trading and the Australian Securities and Investments Commission; from public registers and private databases linked to public registers including (without limitation) those managed by the NSW Land & Property Information; from publicly available information; from property valuers or related service providers; from Courts and tribunals; and from our other service providers including any third party that has been authorised to supply REINSW with personal information in connection with the Request and/or Presidential Appointment.

How your personal information may be used

REINSW may collect and disclose personal information for the following purposes including: to identify and/or verify the identity of any party making a Request or a Related Party; to correspond and exchange information with the party making the Request or a Related Party; to correspond and exchange information with the relevant industry expert in connection with the Request and the proposed Presidential Appointment; to arrange, process and make a Presidential Appointment; to process payment for the Presidential Appointment; to exchange personal information with the relevant payment provider; to comply with any applicable law in connection with the Request and the Presidential Appointment including to comply with any dispute resolution or other legal process; to allow REINSW to operate efficiently and to perform administrative and operational tasks; to update our records and contact details; any other purpose to which you have consented; or as required by law.

How REINSW shares your personal information

Sharing personal information with third parties

REINSW may disclose personal information to third parties in relation to any Request or Presidential Appointment. These third parties may include: relevant industry experts including (without limitation) agents and valuers, insurers and underwriters, contractors, legal, financial and other advisors of the relevant parties (including the Related Parties) in relation to or in connection with the Request or the Presidential Appointment; government and/or regulatory agencies or bodies including (without limitation) NSW Fair Trading. In many cases, these organisations may share information with foreign authorities; Courts and tribunals; related entities; service providers and other third parties engaged by REINSW including (without limitation) IT and data consultants, agents, valuers, contractors, preferred suppliers and advisers that assist REINSW to conduct and process any Request and to arrange and make a Presidential Appointment; and as required by law.

Sharing personal information outside of Australia

REINSW may store information about you in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries through an internet connection it is not always practical to know in which country personal information about you may be held.

REINSW will take reasonable steps to ensure that any overseas organisation that receives your personal information will comply with the Act.

If you do not provide personal information

If you do not provide your personal information to REINSW, it may not be possible for it to respond to a Request or make a Presidential Appointment.

Personal information about other people

If you give REINSW personal information about any other person in relation to, or in connection with, any Request or Presidential Appointment: REINSW is entitled to assume that you have sought their consent to the disclosure of such personal information to REINSW; REINSW has collected their personal information for the purposes set out in this Privacy Policy; REINSW may exchange their personal information with other entities for the purposes set out in this Privacy Policy; REINSW will handle their personal information in the same way as it handles your personal information (as set out in this Privacy Policy) and they are entitled to: access or request a copy of this Privacy Policy; or access the personal information which REINSW holds about them.

Anonymity and pseudonymity

REINSW is not able to deal with any Request and/or make a Presidential Appointment to individuals who do not wish to identify themselves.

Information security

REINSW takes reasonable steps to protect all personal and sensitive information which it holds from misuse, loss, unauthorised access, modification or disclosure.

Accessing your Personal Information

Unless REINSW is entitled to withhold access to your personal information (and there are various reasons why this may be the case), you have the right to request access to any personal information held by REINSW which relates to you. REINSW may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to your personal information should be made in writing to the Privacy Officer (details specified below). You also have the right to request the correction of any personal information which relates to you that is inaccurate, incomplete, irrelevant, misleading or out-of-date.

If you require any further information about REINSW's management of personal information or have any queries or complaints, you should contact: The Privacy Officer, The Real Estate Institute of New South Wales Limited, 30-32 Wentworth Avenue, Sydney NSW 2000, privacy@reinsw.com.au

Acceptance of this Privacy Policy

By making, or otherwise being a party to, a Request (including being a Related Party) and not otherwise withdrawing the Request, you acknowledge having read and understood this Privacy Policy and the permissions to collect, use and disclose personal information, and you authorise REINSW to collect, use and disclose, in accordance with the Act, your personal information for the purposes specified in this Privacy Policy.