

IMPORTANT NOTICE

You should read the below terms and conditions in full as they impose legal obligations on you.

REINSW is not providing any legal advice, and no relationship of lawyer/client is created. You should obtain independent legal advice specific to your circumstances.

Please ensure you carefully review these terms and conditions.

REI Compliance Check - Terms and Conditions

You agree to comply with the following terms (**Agreement**) where REINSW provides the licensee (**You** or **Your**) with the Service.

1. USE OF THE REI COMPLIANCE CHECK SERVICE

- 1.1 In order to use the Service, You must agree and accept the terms of this Agreement. If You do not, or cannot, agree to the terms of this Agreement, You are not permitted to access or use the Service and You must not submit a Registration Form or access or use the Service. By accessing or using the Service, you will be deemed to have accepted the terms of this Agreement.
- 1.2 You must comply with the terms and conditions in this Agreement at all times.
- 1.3 The submission of a Registration Form is deemed to be:
 - (a) a registration by You to use the Service; and
 - (b) Your acceptance of the terms of this Agreement.
- 1.4 Subject to the terms of this Agreement, including receipt of a completed Registration Form and the payment of the Price under clause 2, REINSW will provide You with the Service.
- 1.5 The rights granted under this Agreement will commence on the Commencement Date and will continue until the earlier of:
 - (a) the Completion Date, or
 - (b) the date on which this Agreement is otherwise terminated in accordance with the terms of this Agreement.

Registration

- 1.6 You acknowledge and agree that:
 - (a) use of the Service requires the collection, use and disclosure of material, records, data, documents and information (including Personal Information) about You by REINSW (**Review Material**);
 - (b) any information provided by You will be stored and used in accordance with our [Online Services Privacy Policy](#);
 - (c) the Review Material provided in, and in relation to, a Registration Form is checked and assessed by REINSW or its contractors;
 - (d) REINSW may use the Review Material to provide or facilitate the provision of products, services, and benefits to You, and for any other purpose specified in

the [Online Services Privacy Policy](#);

- (e) the submission of a complete Registration Form does not oblige REINSW to provide You with the Service, and REINSW retains, in its complete and unfettered discretion, the right to not provide the Service to You;
- (f) if REINSW agrees to provide You with the Service, to the extent permitted by law, REINSW makes no representations or warranties regarding the accuracy, compliance or correctness of the Review Material, nor that the Review Material supplied is error free. You should take care in ensuring that the Review Material You provide is correct, current, and compliant and remains correct, current and compliant during the provision of the Service;
- (g) if the Review Material is not provided to REINSW, REINSW may not be able to assess and process the registration or, if the registration is approved, to provide the Service; and
- (h) in order for REINSW to provide You with the Service, You and Your officers, employees, agents and contractors will not be able to be anonymous or maintain anonymity.

Review Material and Submission Material

1.7 Where REINSW accepts Your Registration Form and agrees to provide You with the Service, You agree to promptly provide to REINSW the Submission Material.

1.8 If You provide REINSW with material:

- (a) that is outside the scope of, or irrelevant to, the Submission Material requested by REINSW, or
- (b) in a form other than that in which it is requested by REINSW (**Non-Compliant Material**),

then REINSW reserves the right to not consider the Non-Compliant Material and You may be required to pay a reasonable additional administration fee calculated by reference to the time required for REINSW to check the relevance of the Non-Compliant Material, such fees to be charged at the rate of \$65 per hour.

1.9 If You provide REINSW with Review Material or Submission Material after the date nominated by REINSW as being the date on which it will check the Submission Material (**Nominated Date**), REINSW may not be able to consider that material. If You provide REINSW with Review Material or Submission Material before the Nominated Date, REINSW may consider that material (at its reasonable discretion).

1.10 You represent and warrant that:

- (a) the Review Material, or any part of it, is true, correct, complete and not misleading at the time You provide it to REINSW, and
- (b) You will promptly notify REINSW in writing should You subsequently become aware or suspect that the Review Material, or any part of it, is or may not be true, correct or complete, or may be misleading.

1.11 The Service provided by REINSW is based on an ostensible check *only* of the Review Material provided. REINSW will not, and is not required to, undertake an in-depth check to determine whether any of the Review Material is, in fact, true, correct, complete and not misleading.

Not legal advice

1.12 The Service is only intended to be a general compliance check service. It is not intended to be comprehensive nor to constitute legal advice. REINSW makes no

warranties, guarantees or representations that the content of the REI Compliance Check Report will address Your compliance with applicable Laws. You should always obtain legal or other professional advice, appropriate to the circumstances, before acting or relying on any material provided under the Service.

- 1.13 Findings, comments and recommendations by REINSW in the REI Compliance Check Report may make comment on Your agency's legal structure as a result of independent searches undertaken by REINSW. These findings, comments and recommendations should not be construed as advice on Your agency's particular legal structure, and You are encouraged to consult with Your professional advisors in relation to these matters.
- 1.14 Without limiting clause 1.13, findings, comments and recommendations by REINSW in the REI Compliance Check Report may conflict with independent advice that You have previously received from professional advisors. These findings, comments and recommendations should not be construed as advice on any particular matter raised in the REI Compliance Check Report, and You are encouraged to consult with Your professional advisors in relation to these matters.
- 1.15 REINSW is not providing legal services to You. Your use of the Service or any material provided under the Service is not intended to create nor does it create a solicitor - client relationship between You and REINSW.

Restrictions on use

- 1.16 You must not:
- (a) distribute, copy, circulate, disseminate, replicate or otherwise disclose, whether in whole or in part, any part of the results provided by REINSW upon completion of the Service (including, without limitation, the REI Compliance Check Report and other information, documents or comments provided by a Compliance Consultant) without the prior written consent of REINSW;
 - (b) infringe REINSW's Intellectual Property Rights or any other third party's Intellectual Property Rights;
 - (c) use the whole or part of any of the Service in an unlawful manner, including for any anti- competitive purpose, or to create, reproduce, distribute, or publish any material which is defamatory, offensive or unlawful;
 - (d) create derivative works of, or based on, the whole or any part of the Service;
 - (e) use the Service or exercise any Intellectual Property Right in respect of the Service other than as expressly permitted under this Agreement; and
 - (f) conduct any other activity that may expose REINSW to criminal or civil liability.

Additional requirements

- 1.17 You acknowledge and agree to the following:
- (a) the Service is provided on an "as available" and "as is" basis.
 - (b) if You grant REINSW access to Your computer systems in order for REINSW to access Your Submission Material, You must ensure that You give REINSW the relevant passwords or login details required for access, that Your computer and network are free from viruses, that REINSW will only have access to the material it requires, and that you will be responsible for the security of Your data whilst REINSW has access to your systems.
 - (c) REINSW does not provide any guarantee as to the timeframe in which it will take for REINSW to complete the Service despite publishing, or otherwise

communicating, timeframes in which it aims to complete the Service for You.

- (d) REINSW may from time to time provide You with special offers or promotions, which may be subject to terms and conditions additional to the terms of this Agreement. If additional terms apply, they will be stated at the time of the offer or promotion.
 - (e) You must ensure the accuracy and completeness of all Your Review Material and Submission Material throughout the use of the Service at all times. You must also notify REINSW immediately in writing or by email of any changes, or the need for changes, to such materials.
 - (f) In order to comply with applicable law and changing industry standards and practices, REINSW may from time to time update the Scope. You agree that the Service, or parts of the Service, may be modified, updated, replaced or enhanced by REINSW providing you with notice. Where REINSW has not commenced providing the Service, You may terminate the Service within 24 hours of notice of the update. Where REINSW is in the process of providing the Service, and the Scope or any other part of the Service is updated, REINSW may acting reasonably either incorporate any changes to the Scope or restart the provisioning of the Service, or You may terminate the Service within 24 hours of notice of the update.
 - (g) REINSW may engage and appoint external Compliance Consultants to provide the Service to You.
 - (h) If, through any use, malfunction, error or abuse of the Service, You obtain access to Personal Information or any other data or information belonging or relating to REINSW or any other member or subscriber to the Service, then You must immediately notify REINSW of such use, malfunction, error or abuse. You undertake that You will not access, use, sell, publish, or in any way disclose or distribute such data or information. You indemnify REINSW for any loss caused by Your access, use, sale, publication, disclosure or distribution of such data or information.
 - (i) The contents of the REI Compliance Check Report is current as at the date of the REI Compliance Check Report only and that changes to Laws and agency practice, procedures and policies may occur at any time resulting in the contents of the REI Compliance Check Report being no longer accurate at the time it is read or used.
- 1.18 You must ensure that the licensee-in-charge at Your office is available on the Nominated Date. If the licensee-in-charge will not be available on the Nominated Date, You must notify REINSW within 72 hours of notification of the Nominated Date, in which case REINSW will attempt to find a suitable alternate date. Where You do not advise REINSW that the licensee-in-charge will be unavailable or where You advise REINSW of this outside of the 72 hour period, and the licensee-in-charge is not present on the Nominated Date, You agree that REINSW may proceed with providing You with the Service based on the Submission Material only, without REINSW having had the opportunity to seek any clarification or input from You.
- 1.19 You may authorise a third-party to correspond with REINSW on behalf of the licensee-in-charge in relation to the Service ("**Authorised Party**"). Where an Authorised Party seeks to communicate with REINSW in relation to the Service, the following provisions apply:
- (a) You warrant and agree that the Authorised Party has Your express written authority to act on behalf of the licensee-in-charge and such authority remains current at all times and has not been withdrawn,
 - (b) notwithstanding the appointment of an Authorised Party, the licensee-in-charge must still be available to REINSW on the Nominated Date,
 - (c) You warrant and agree that any information, documents, data and/or materials

provided by the Authorised Party will be taken to have been provided by the licensee-in-charge, and

- (d) You warrant the accuracy, currency and completeness of any information, documents, data and/or materials provided by the Authorised Party.
- 1.20 You must promptly notify REINSW in writing or by email of any changes to information that You have provided that may impact the Service (including, without limitation, the Review Material and the Submission Material).
- 1.21 For the avoidance of doubt, the Service will not include any review, assessment, check, comments or recommendations in relation to Your trust account/s, trust account procedures and/or Your supervision guidelines procedures, anything related to strata matters and/or Your stock as a stock agent, anything outside the scope of the *Property and Stock Agents Act 2022 (NSW)* and *Property and Stock Agents Regulation 2022 (NSW)*, business management advice, financial advice, commercial/retail/industrial matters, employment matters and anything else which REINSW may communicate to You as being an excluded service for the purpose of this clause (**Excluded Services**), including (without limitation) whether they are compliant with legislation, procedures, guidelines, rules or agency practice, and REINSW will be relying on Your confirmations, advice and comments in relation to whether they are, in fact, compliant. You acknowledge that REINSW will also be relying on Your auditor detecting, advising You on and assisting You to rectify any trust account issues, procedures and non-compliances. To the extent that You provide us with any material relating to the Excluded Services, REINSW will not consider them in providing You with the Service.
- 1.22 You acknowledge and agree that REINSW may perform any part of the Service (including reviewing the Registration Form and Submission Material, carrying out the compliance checks and preparing the REI Compliance Check Report) at any time prior to and after the Nominated Date.
- 1.23 You acknowledge and agree that if, after submitting a Registration Form, You later provide us with information and/or documents that are inconsistent or conflict with the Submission Material, We will rely on the subsequent information and/or documents in providing the Service, and will disregard the earlier inconsistent Submission Material.

Post-Report Telephone Consultation

- 1.24 Once REINSW issues the REI Compliance Check Report to You, You have the option of scheduling a Post-Report Telephone Consultation with a Compliance Consultant. If You do not book such a consultation within 14 days of the date on which the REI Compliance Check Report is issued to You, REINSW will close its file.
- 1.25 If You are not available at the time of Your scheduled telephone consultation, You will have the opportunity to reschedule that consultation once only. If You are not available at the time of the rescheduled telephone consultation, REINSW will close its file.
- 1.26 After the Post-Report Telephone Consultation has taken place, REINSW will close its file.

Loss

- 1.27 You acknowledge that REINSW and others may suffer direct or indirect loss and damage through the unauthorised or unlawful access, use, disclosure, copying or distribution of the Service (including, without limitation, the REI Compliance Check Report and other components of the Service or information obtained through use of

the Service) by You.

- 1.28 You acknowledge that REINSW's intellectual property and processes are proprietary and agree to indemnify and hold REINSW harmless from any unauthorised or unlawful access, use, disclosure, copying or distribution of:
- (a) the Service; or
 - (b) any material provided in relation to the Service.

2. PRICES AND PAYMENT

- 2.1 You will be charged the Price for the Service in accordance with the payment details contained in the Registration Form.
- 2.2 For the avoidance of doubt, the Price payable for the Service is for, and in relation to, **one (1) premises and one (1) business only** and that if You seek for REINSW to provide the Service for, and in relation to, multiple premises and/or businesses, then You agree to pay the Price for each Service on a per premises and/or business basis (unless otherwise agreed to by REINSW in its sole discretion).
- 2.3 Where the Price changes more than one (1) month after You have paid for the Service (irrespective of whether You have provided to REINSW the relevant Review Material), REINSW may acting reasonably charge You the increased Price. In this case, You will be notified of the increased Price and will have the option of not proceeding with the Service, or agreeing to proceed with the Service at the new Price.
- 2.4 Where GST is payable on any taxable supply made under this Agreement, You agree that the fee payable for this supply will be increased by an amount equivalent to the GST payable by REINSW in respect of that supply. You will pay any tax or other charge (including any GST) imposed on REINSW, now or in the future, in relation to any transactions arising in relation to this Agreement.
- 2.5 REINSW reserves the express right to make promotional offers for access to the Service or in relation to the Price payable, or to REINSW members or the public at large on any terms and subject to any conditions it deems fit.
- 2.6 For payments made to REINSW by credit card, You agree to pay all costs and charges incurred by REINSW in relation to any disputes and/or chargebacks.
- 2.7 REINSW has no obligations to provide the Service where the applicable Price has not been paid by You to REINSW.
- 2.8 You agree and acknowledge that the Service will be provided by REINSW virtually. Should You prefer that the Service be provided at a physical location such as Your office, You agree to pay or reimburse to REINSW the Disbursements involved in planning and attending the physical location in addition to the Price. Without limiting clause 2.10, where You cancel the Service and REINSW has committed substantive resources to provide the Service including any Disbursements or has acquired or irrevocably committed to such Disbursements, then You must, within 7 days, pay or reimburse to REINSW on demand the amounts of these Disbursements.
- 2.9 If You request additional work to be undertaken by REINSW that is outside the scope of the Service or Follow-Up Service (in the sole opinion of REINSW), REINSW will separately advise You of the cost to undertake that work.

Non-Refundable Registration Fee

- 2.10 Subject to clause 2.8, if You provide REINSW with written notice that You wish to cancel, postpone and/or not proceed with the Service:
- (a) prior to submission of Your Registration Form, You agree to forfeit the Non-Refundable Registration Fee to REINSW and REINSW will refund You the difference (the Price less the Non-Refundable Registration Fee); or
 - (b) on or from the submission of Your Registration Form, the full amount of the Price is payable and You agree that You will not be entitled to any refund.
- 2.11 If after paying for the Service You fail to proceed with submitting a complete Registration Form and/or You fail to provide REINSW with all of the requested Submission Material, REINSW will send You a reminder each month for six (6) months from Your payment date. If after this time You still have not submitted a Registration Form and/or have failed to provide REINSW with all of the requested Submission Material, REINSW will notify You that it will proceed to close Your matter and will then close Your matter without further notice to You. In this circumstance, You agree to forfeit the full amount of the Price and You agree that You will not be entitled to any refund.

Follow-Up Service

- 2.12 If You would like REINSW to provide the Follow-Up Service, You must complete and submit to REINSW the Follow-Up Service Registration Form,
- 2.13 Following payment and receipt of a completed Follow-Up Service Registration Form, REINSW may provide You with the Follow-Up Service for the Follow-Up Service Price.
- 2.14 The Follow-Up Service will be limited to REINSW only undertaking a check of the Follow-Up Service Review Material and only in relation to any possible issues or non-compliance concerns raised in the REI Compliance Check Report. For the avoidance of doubt, the Scope of the Follow-Up Service is different to and is much more limited compared to the Scope of the initial Service. REINSW will not consider, review or check, anything provided by You that is outside the Scope of the Follow-Up Service or, in the reasonable opinion of REINSW, irrelevant for the purposes of REINSW undertaking the Follow-Up Service.
- 2.15 You acknowledge and agree that where You have requested the Follow-Up Service, these terms, including the payment terms, will apply to the Follow-Up Service to the extent applicable. Clauses 2.10 and 2.11 will not apply to the Follow-Up Service. For the avoidance of doubt, You agree that for the Follow-Up Service, any reference to "Service" in these terms will be deemed to refer to "Follow-Up Service".

Annual Service

- 2.16 If You would like REINSW to provide the Annual Service, You must complete and submit to REINSW the Annual Service Registration Form.
- 2.17 Following payment and receipt of a completed Annual Service Registration Form, REINSW may provide You with the Annual Service for the Annual Service Price.
- 2.18 REINSW will not consider, review or check, anything provided by You that is outside the Scope of the Annual Service or, in the reasonable opinion of REINSW, irrelevant for the purposes of REINSW undertaking the Annual Service.
- 2.19 You acknowledge and agree that where You have requested the Annual Service, these terms, including the payment terms, will apply to the Annual Service to the extent applicable. For the avoidance of doubt, You agree that for the Annual Service,

any reference to "Service" in these terms will be deemed to refer to "Annual Service".

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all title, Intellectual Property Rights and other proprietary rights to the Service (including, without limitation, the REI Compliance Check Report) are owned by REINSW and nothing in this Agreement purports to assign any of these rights including Intellectual Property Rights to You.
- 3.2 You acknowledge that the Service may involve or incorporate software or other information which is subject to Intellectual Property Rights owned by third parties including the External Providers.
- 3.3 You acknowledge that You do not acquire any:
 - (a) Intellectual Property Rights or any other rights in respect of the Service or any part of it (including, without limitation, the REI Compliance Check Report); or
 - (b) an interest in any Intellectual Property Rights of any third party which are incorporated in the Service.
- 3.4 You must notify REINSW immediately on becoming aware of any suspected infringement or alleged infringement by You, or anyone else, of the Intellectual Property Rights of the Service.
- 3.5 You warrant that any Review Material provided to REINSW does not infringe on the Intellectual Property Rights of any other party. You indemnify REINSW in respect of any claim, loss, liability, damage or expense which REINSW pays, suffers, incurs or is liable for arising out of or in connection with any claim brought or threatened against REINSW by a third party alleging that any Review Material infringes any rights including Intellectual Property Rights of any person.

4. LIMITATION OF LIABILITY, INDEMNITY AND NO WARRANTY

- 4.1 You agree that REINSW provides the Service only to educate You and to assist You in early identification of possible compliance issues.
- 4.2 You agree that REINSW provides the Service based only on the Review Material that You provide to REINSW (which itself is only a snapshot and subset of material and not a comprehensive review of all material You could provide), and that REINSW is not responsible and has no liability in relation to any material, data, records, information or documents that are not explicitly brought to the attention of REINSW.
- 4.3 You agree that REINSW and each of its officers, employees, agents and contractors are not responsible and have no liability:
 - (a) if You do not provide all of the Review Material and associated supporting documentation to allow REINSW to provide the Service (or if any part is incorrect, incomplete or misleading);
 - (b) if You use the Service or the REI Compliance Check Report in breach of this Agreement;
 - (c) in relation to anything directly or indirectly related to the subject matter of the Excluded Services;
 - (d) if a computer virus or other spyware or malware enters or damages Your computer system or network when using the Service;
 - (e) for the failure of any telecommunications system or internet service which You use;

- (f) if You fail to ensure that Your information is correct at all times, if You fail to advise REINSW of any changes to such data, or if You supply misleading, incomplete or incorrect data to REINSW at any time;
- (g) in relation to the disclosure of any Review Material by REINSW in compliance with any Law;
- (h) if You suffer any loss by requesting that REINSW accesses Your computer systems or networks, whether remotely or in person;
- (i) for any inaccuracies or errors resulting from any changes in Laws or agency practice, procedures and policies;
- (j) for errors or omissions, or failures to identify any particular non-compliance, within the REI Compliance Check Report which causes, or may cause, You loss, damage, penalties or fines or which causes, or may cause, action to be taken against You on the basis that REINSW cannot make any warranties, guarantees or representations that the content of the REI Compliance Check Report will address Your compliance with applicable Laws;
- (k) if You fail to promptly respond to any requests from REINSW for further information or documentation in order for REINSW to provide the Service; or
- (l) if You omit, whether intentionally or not, any information, material or documents that may affect the outcome contained in the REI Compliance Check Report.

4.4 To the extent permitted by law, REINSW makes no representations or warranties, either express or implied:

- (a) in relation to the fitness for a particular purpose of the Service (including, without limitation, in relation to the contents of the REI Compliance Check Report) or that the Service will identify any, or all, deficiencies from a compliance perspective;
- (b) that by incorporating or implementing REINSW's comments or suggested changes, You or your relevant organisation will be compliant with applicable Laws;
- (c) that by complying with REINSW's comments (if any) as contained in the REI Compliance Check Report, You will not be subject to any, or further, reprimands, warnings, penalties, fines or otherwise by any government body including (without limitation) NSW Fair Trading;
- (d) that REINSW will have any authority or influence over any action threatened or taken by a government body including (without limitation) NSW Fair Trading for any compliance issues which may have been, or are subsequently, identified;
- (e) that REINSW has any authority, involvement or influence over NSW Fair Trading's audit requirements, procedures or outcomes (including any fines or penalties imposed on You);
- (f) that the Service has been endorsed by, or is in any way affiliated with, NSW Fair Trading;
- (g) in relation to anything directly or indirectly related to the subject matter of the Excluded Services;
- (h) on behalf of any other entity;
- (i) that the Service will meet Your requirements;
- (j) in relation to anything outside of the parameters of the Scope;
- (k) that the contents of the REI Compliance Check Report is correct or accurate on the basis that REINSW is subject to legislative obligations and cannot make any

- warranties, guarantees or representations that the content of the REI Compliance Check Report will address Your compliance with applicable Laws;
- (l) error-free at the time you read or use the REI Compliance Check Report;
 - (m) that access to, or use of the Service, will be uninterrupted or error-free; or
 - (n) in relation to any Review Material or other material, information, data or the like available on, or included or contained in Your use of the Service.
- 4.5 As REINSW cannot make any warranties, guarantees or representations that the content of the REI Compliance Check Report will address Your compliance with applicable Laws, REINSW's total liability for any breach of a term, condition or warranty implied by law which cannot be excluded is limited to, at REINSW's election:
- (a) providing the Service again; or
 - (b) the Price paid by You for the Service.
- 4.6 To the maximum extent permitted by law, REINSW and each of its officers, employees, agents and contractors are not liable to You in respect of:
- (a) any loss, damage, or injury (including without limitation any direct loss, loss of profit, loss of data, indirect or consequential loss, damage or injury, or loss of opportunity or business interruption) whatsoever, arising:
 - (i) from the non-supply, supply, or use of the Service; or
 - (ii) in relation to any person's use of or reliance on the Service; or
 - (iii) from the Review Material that You provide at the time of registration, or the Review Material and/or Submission Material that You subsequently provide to REINSW whilst using the Service; or
 - (b) any defect, failure or other deficiency in the Service, even if REINSW has been advised of the possibility of such loss, damage, or injury or whether arising out of any breach of this Agreement or arising under contract, tort (including negligence), equity or statute.
- 4.7 You acknowledge and agree that in providing the Service to You, REINSW is not providing any financial and/or legal advice. REINSW strongly urges that You obtain independent legal and/or financial advice should you have any queries or concerns in relation to a particular outcome or comment provided by REINSW as part of the Service.

Indemnity and Release

- 4.8 You indemnify and release REINSW and each of its officers, employees, agents and contractors against all losses, claims, liabilities, costs (including legal costs on an indemnity basis), damages, penalties (whether civil or criminal), proceedings, suits, actions, and amounts REINSW is required to pay towards the settlement of any claim or expense which REINSW may sustain or incur at any time, actually or contingently, arising from, or as a result of (either directly or indirectly):
- (a) Your action or inaction in response to the guidance provided in the REI Compliance Check Report;
 - (b) any penalty, notice, action, order or enforcement imposed, or threatened, by NSW Fair Trading;
 - (c) any disclosure of any Review Material by REINSW in compliance with a Law;
 - (d) personal injury, illness and/or death sustained whilst attending premises as directed by You to provide the Service;
 - (e) REINSW's access to Your computer systems and/or networks including but not

limited to, loss of data, cyber extortion, business interruption, computer crime, social engineering fraud, network security, ransomware attacks, Denial-of-Service attacks, viruses and/or malware;

- (f) Your breach of this Agreement or any applicable law including but not limited to any Privacy Law, or
- (g) misleading, incomplete, outdated or incorrect Review Material and/or Submission Material or other material, data, information or documents provided to REINSW in connection with the Service, including but not limited to anything provided to REINSW by an Authorised Party.

5. TERMINATION

5.1 REINSW may, acting reasonably, terminate this Agreement immediately without notice:

- (a) if You cease to be licensed under the *Property and Stock Agents Act 2002* (NSW) or any legislation which succeeds that Act;
- (b) if You breach any of the terms of this Agreement and REINSW gives You a written notice stating particulars of the breach and You fail to remedy the breach within 14 days of receiving such notice;
- (c) if You fail to comply with an essential term of this agreement that is not capable of remedy;
- (d) if You are a corporation, You become the subject of any insolvency events or proceedings or if a manager or receiver is appointed in respect of Your business;
- (e) if You are a firm or partnership, Your firm or Your partnership is dissolved; or
- (f) if You are an individual, You become bankrupt.

5.2 In addition to the rights in clause 5.1, either party may terminate this Agreement at any time without cause by notice in writing (subject always to payment of any amount owing and clause 5.3).

5.3 If this Agreement is terminated:

- (a) REINSW will immediately cease providing the Service to You;
- (b) subject to clause 2.10, REINSW is not liable to pay any refund of the Price; and
- (c) REINSW is not required to delete or return to You any Review Material or other material, data, information or documents provided to it in connection with the Service.

6. SERVICE INTERRUPTION AND FORCE MAJEURE

Notwithstanding any other provision of this Agreement, You and REINSW will not be liable for any failure to fulfil or comply with any term of this Agreement if such fulfilment is delayed, prevented, restricted, or interfered with due to any event beyond the reasonable control of You or REINSW including a legislative change, hardware, or software failure associated with the use of the Service, virus, power or telecommunications outage or failure, failure of the internet, or a Force Majeure Event.

7. PRIVACY

7.1 REINSW will collect, hold, use, and disclose Personal Information for the purposes and in the manner set out in the [Online Services Privacy Policy](#).

- 7.2 You consent to the collection, holding, use, and disclosure of Your Personal Information by REINSW for the purposes and in the manner set out in the [Online Services Privacy Policy](#). You acknowledge that the [Online Services Privacy Policy](#) only applies to the extent that REINSW collects, holds, uses, and discloses Personal Information.
- 7.3 In accessing, collecting, using, and disclosing any Personal Information to REINSW (including via the Service) You must:
- (a) comply with all applicable Privacy Laws; and
 - (b) obtain the express, voluntary, informed, and current consent of each individual from whom Personal Information is collected by You for the collection, use, and disclosure by REINSW of that information for the purposes and in the manner set out in the [Online Services Privacy Policy](#).
- 7.4 You warrant that You have obtained the express, voluntary, informed, and current consent of each individual from whom Personal Information is collected by You for the collection, use, and disclosure by REINSW of that information for the purposes and in the manner set out in the [Online Services Privacy Policy](#).
- 7.5 You agree and acknowledge that:
- (a) You have complied with and continue at all times to comply with clauses 7.1 to 7.3, and all applicable Privacy Laws in relation to the access, control, collection, use, processing, and disclosure of Personal Information or personal data of You;
 - (b) REINSW is permitted to exchange a user's or their client's Personal Information with other organisations for the purposes set out in this Agreement or otherwise in accordance with the [Online Services Privacy Policy](#).

8. CONFIDENTIAL

- 8.1 You must keep confidential all data, information, material, checklists and/or reports that you have access to or that REINSW provides to You in connection with the Service (including, but not limited to, in any REI Compliance Check Report and any REI Compliance Check Report itself). You agree and must procure that no third party may rely on the content (including, without limitation, the findings and comments) contained in any report REINSW provides to You without first obtaining the prior written consent of REINSW.
- 8.2 You agree that the Scope is confidential to REINSW at all times and that REINSW is not under any obligation to disclose the Scope to You. You also agree that the Scope is proprietary in nature to REINSW.

9. GENERAL

Variation

- 9.1 REINSW may vary this Agreement at any time and in its absolute discretion, by giving You 14 days' written notice prior to the variations becoming effective. Your continued use of the Service will constitute deemed acceptance of any such variation. The variations will not affect any Service which is being provided at the time the variations become effective. Any other changes to this Agreement must be agreed to in writing by both Parties.

Entire Agreement

- 9.2 This Agreement constitutes the entire understanding and agreement of the Parties

in connection with its subject matter and supersedes any and all other communications, negotiations, arrangements, agreements and representations, either oral or written by either Party or its officers, employees or agents, made prior to the Commencement Date or after the Completion Date in connection with its subject matter.

Severability

- 9.3 If a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed from the remainder for the purposes of enforcement in that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

Waiver

- 9.4 Any failure by REINSW to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision.

Assignment

- 9.5 You must not assign, sub-licence, transfer, or novate this Agreement or all or any of Your rights or obligations under this Agreement without REINSW's prior express written consent acting reasonably. You must not permit any third party to use the Service.
- 9.6 REINSW may assign this Agreement to any successor to REINSW's business or any party nominated by REINSW.

Governing Law

- 9.7 This Agreement is governed by the laws in force in New South Wales, Australia.
- 9.8 Each Party irrevocably submits to the jurisdiction of the courts of New South Wales and the courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement.

Interpretation of this Agreement

- 9.9 In this Agreement:
- (a) headings are for convenience only and do not affect how this Agreement is interpreted;
 - (b) the singular includes the plural and vice versa;
 - (c) if a word is defined, its other grammatical forms have a corresponding meaning;
 - (d) the use of words such as "includes" or "including" means "including but not limited to";
 - (e) the word "person" includes a firm, a body corporate, a partnership, an unincorporated association or an authority;
 - (f) a reference to this Agreement or a statute is a reference to this Agreement or statute as amended, varied, novated or replaced from time to time;
 - (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it;
 - (h) as far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable;
 - (i) if anything in this Agreement is unenforceable, illegal or void then it is severed

and the rest of this Agreement remains in force;

- (j) a reference to an amount of money is a reference to the Australian dollar;
- (k) where a notice is required to be given to You in writing, such notice can be given by REINSW to You by electronic notice or communication posted or displayed on the REINSW Website or by letter, facsimile or email to the address, facsimile number or email address which You specify on the Registration Form, or subsequently notify REINSW in writing; and
- (l) where You comprises more than one person or entity, then the obligations and liabilities of each person and/or entity shall be joint and several.

9.10 Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or any other entity or similar legal relationship between the You and REINSW, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to either party. Neither party is or shall act as or be the agent or representative of the other party.

10. DEFINITIONS

Act means the *Privacy Act 1988* (Cth).

Agreement means this REI Compliance Check Agreement including any attachments, schedules and annexures, and which includes these terms.

Annual Service means the optional additional service offered by REINSW and governed by these terms to assist You in considering whether You remain compliant on each anniversary of your initial REI Compliance Check.

Annual Service Price means the cost of the Annual Service determined by REINSW at the time of acceptance of the Annual Service Registration Form.

Annual Service Registration Form means the online registration form completed by You to request that REINSW provide You with the Annual Service, and which to the extent applicable includes the terms of this Agreement with the relevant amendments for the terms to apply to the Annual Service.

Annual Service Review Material means the documents, confirmations and information (in the form required by REINSW) provided by You to REINSW for the purpose of the Annual Service and includes, without limitation, the completion of any template documents provided to You by REINSW.

Authorised Party has the meaning given to that term in clause 1.18 of this Agreement.

Business Day means a day which is not a Saturday, Sunday, a public holiday or a bank holiday in New South Wales.

Commencement Date means the later of the date on which Your Registration Form is received by REINSW and full payment of the Price is made to REINSW.

Completion Date means the time and date on which REINSW closes its file as contemplated by clauses 1.24, 1.25 and 1.26 or otherwise advises You that it has completed the Service or that the Service is terminated, whichever is earlier.

Compliance Consultant means the person who provides the Service, or any part of it, to You.

Disbursements means all expenses, fees, costs and charges reasonably incurred by REINSW in providing You with the Service, and for physical inspections includes, but is not limited to, travel, food and accommodation costs and expenses.

Excluded Services has the meaning given to that term in clause 1.21 of this Agreement.

External Providers means any person or entity which provides services or equipment in connection with the Service, including hosting services, software updates and new releases, equipment, support services, product development and other services.

Follow-Up Service means the optional additional service offered by REINSW and governed by these terms to assist You in considering whether you have implemented the comments included in the REI Compliance Check Report.

Follow-Up Service Price means the cost of the Follow Up Service determined by REINSW at the time of acceptance of the Follow Up Service Registration Form.

Follow Up Service Registration Form means the online registration form completed by You to request that REINSW provide You with the Follow Up Service, and which to the extent applicable includes the terms of this Agreement with the relevant amendments for the terms to apply to the Follow-Up Service.

Follow-Up Service Review Material means the documents, confirmations and information (in the form required by REINSW) provided by You to REINSW for the purpose of a Follow-Up Service and includes, without limitation, the completion of any template documents provided to You by REINSW.

Force Majeure Event means without limitation any act of God, inclement weather, failure or shortage of power supplies, floods, drought, lightning strike, fire, lock-out, epidemic or pandemic, trade dispute or labour disturbance, any act or omission of any government agency including government directions or health orders, highways or authorities.

GST has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trademarks, design, trade secrets, know-how, confidential information and circuit layouts.

Law means any and all applicable current or future laws, rules, regulations, judgments and orders of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

Non-Compliant Material has the meaning given to that term in clause 1.8 of this Agreement.

Non-Refundable Registration Fee means the non-refundable administrative fee amount payable to REINSW as determined by REINSW from time-to-time in its sole discretion and outlined on the Registration Form or Follow Up Service Registration Form, as the case may be.

Nominated Date has the meaning given to that term in clause 1.9 of this Agreement.

Online Services Privacy Policy means the privacy policy that can be found at <https://www.reinsw.com.au/Privacy>

Party or **Parties** means, as the context requires, REINSW or You, or both REINSW and You.

Personal Information means 'personal information' as defined in the Act and may include 'sensitive information' (as defined in the Act).

Post-Report Telephone Consultation means the optional 15-minute telephone consultation that You can elect to schedule with REINSW after the REI Compliance Check Report has been issued to You.

Price means the cost of the Service as set out in the Registration Form, as amended from time-to-time in the sole discretion of REINSW.

Privacy Laws means the Act and all other applicable laws, regulations, principles, standards, codes of conduct and guidelines regulating the access, control, collection, use, processing, and disclosure of Personal Information or personal data.

Registration Form means the online registration form completed by You to request that REINSW provides You with the Service, and which includes the terms of this Agreement.

REI Compliance Check Report means a report issued by REINSW, identifying, where applicable, non-compliances and comments arising from the Service provided to You by REINSW.

REINSW means the Real Estate Institute of New South Wales Limited (ABN 51 000 012 457) and, where the context permits, includes the officers, employees, contractors and agents of REINSW.

Review Material has the meaning given to that expression in clause 1.6(a) of this Agreement and includes the Submission Material.

Scope means the scope of the initial Service, Follow-Up Service or the Annual Service (as the context requires) is limited to residential real estate only, as determined by REINSW in its sole discretion from time-to-time. For the avoidance of doubt, the Scope for the initial Service, the Follow-Up Service and the Annual Service (as the context requires) explicitly excludes the Excluded Services.

Service means the REI Compliance Check service limited to the Scope whereby REINSW checks the Submission Material provided by You to REINSW and in which REINSW provides You with the REI Compliance Check Report and includes, where applicable, the initial Service, the Follow-Up Service and Annual Service.

Submission Material is a subset of Review Material and means the documents, confirmations and information (in the form required by REINSW) provided by You to REINSW and includes, without limitation, any template documents provided to You by REINSW that You have completed and provided to REINSW, and for the purposes of a physical inspection includes, but is not limited to, any information, data or material that REINSW has requested and has obtained access to, or that You provide or communicate to REINSW.

You and **Your** means the licensee(s) listed on the Registration Form and their business, as the context requires.

Website means www.reinsw.com.au or such other website nominated by REINSW from time to time.

Dated: 7th November 2023