

REIWA Terms and Conditions for reiwa.com

1. Definitions

In this Agreement the following terms have the following meanings:

- (a) "Act" means the Real Estate and Business Agents Act, 1978.
- (b) "Agreement" means the agreement between the REIWA member named on the Subscription Form and once accepted by REIWA, these Terms and Conditions, the REIWA price list on the Website and if applicable, any additional conditions contained on the Subscription Form, and any further conditions that REIWA may publish from time-to-time on the Website for providing to the REIWA member the Services.
- (c) "Banner Advertisement" is an advertising display placed by a REIWA member on pages associated with property searches of a particular suburb on the Website. The advertisement may be viewable on standard web browsers on what are commonly known as desktop, laptop computers, tablets and smartphones.
- (d) "Code" means the Real Estate and Business Agents and Sales Representatives Code of Conduct, 2016.
- (e) "Content" means all information, text, material, graphics, software, source code and advertisements placed at any time by REIWA, a REIWA member, an End User or any other person on the Website.
- (f) "Corporate member" means a member of the corporate member category of membership provided for in REIWA's articles.
- (g) "Database Mining" means the computational process of finding patterns and knowledge and then extracting and transforming that information for further use.
- (h) "Deep Linking" means using a hyperlink that links to a specific, generally searchable or indexed piece of web content on a web site.
- (i) "eFlyer" is a service of sending emails to property seekers who have subscribed to reiwa.com alerts.
- (j) "End User" means each person in the Office authorised by the REIWA member to use the Services. Where appropriate, this term includes the contractors, employees, servants and agents of the REIWA member who have access to the Services. End Users may only use the Services for the business purpose of the REIWA member.
- (k) "Essential Property Advertisement" means a Property Advertisement for a property with reference to a particular suburb that is not a Headline Property Advertisement, Feature Property Advertisement or Premium Placement Advertisement.
- (l) "Feature Property Advertisement" means a Property Advertisement for a property with reference to a particular suburb that, on a search results page:
- features a coloured header;
 - when viewed through a standard web browser on what are commonly known as desktop or laptop computers, features a larger photograph than Essential Property Advertisements or Headline Property Advertisements, although the photograph may not be viewable as larger on some mobile devices, such as smartphones;
 - features additional information in respect of the REIWA member; and
 - has the priority on the Website that is set out in clause 5 of these Terms and Conditions.
- (m) "GST" means the goods and services tax payable under A New Tax System (Goods and Services Tax) Act 1999.
- (n) "Headline Property Advertisement" means a Property Advertisement for a property with reference to a particular suburb that, on a search results page:
- features a coloured header;
 - when viewed through a standard web browser on what are commonly known as desktop or laptop computers, features one (1) large photograph and three (3) smaller photographs of the property, rather than the one (1) photograph featured for Premium Placement Advertisements, Feature Property Advertisements and Essential Property Advertisements, although the additional photographs may not be viewable on some mobile devices, such as smartphones; and
 - has the priority on the Website that is set out in clause 5 of these Terms and Conditions.
- (o) "Office" means any single office location where the business of the REIWA member is conducted and at which the Subscription will apply. Separate subscriptions are required for each Office.
- (p) "Premium Placement Advertisement" means a Property Advertisement with reference to a particular suburb search that:
- forms part of a grouping of Premium Placement Advertisements on a suburb search on a webpage on the Website that is limited to a maximum of 8 (eight) advertisements per suburb, of which any REIWA member may only have a maximum of 2 (two) such advertisements;
 - with respect to the Office or End User that is entitled to the benefit of the Subscription, will display (on a rotating basis) any of the properties listed by that Office or End User on the Website and, to that end, all properties listed by that Office or End User on the Website must be made available to be referred to in the advertisement;
 - will display, when a relevant suburb search is performed by a user of the Website, one of the properties listed by the appropriate Office or End User on the Website but on the basis that, each time the search results page is refreshed, a different property listed (if more than one) by that Office or End User will appear;
- (iv) on a search results page on the Website for a particular suburb:
- features a coloured header;
 - when viewed through a standard web browser on what are commonly known as desktop or laptop computers, features a larger photograph than Essential Property Advertisements or Headline Property Advertisements, although the photograph may not be viewable as larger on some mobile devices, such as smartphones;
 - features additional information in respect of the REIWA member;
- (v) is either:
- associated with a stipulated Office; or
 - associated with a single stipulated End User of a stipulated Office; and is the subject of a Subscription Form completed by a REIWA member that nominates the Office or End User entitled to the benefit of that Subscription;
- (vi) has the priority on the Website that is set out in clause 5 of these Terms and Conditions;
- (vii) will not appear on any search results page on the Website that has as its parameters any search criteria that are not solely referable to the nomination of a suburb;
- (viii) does not display on the Website when the status of the property is "under offer", "sold", "under application", "leased", "withdrawn" or "invalid";
- (ix) the relevant advertising space designated to the Office or End User (as provided in (iii) above) displays a different property each time the relevant suburb search page is loaded and/or refreshed; and
- (x) has the additional features provided for in clause 7 of these Terms and Conditions.
- (q) "Price" or "Prices" means the prices shown on the Subscription Form or the Website for the use of one or more of the Services including but not limited to any general usage fee charged of the REIWA member or an Office for accessing the Website or any one or more of the Services, as amended from time-to-time by REIWA on the Website.
- (r) "Private Sale" means a sale of property that occurs or is attempted, in circumstances where the seller of the property is not represented by a real estate agent appointed pursuant to section 60 of the Act in the transaction and "Private Seller" means a seller of a property in those circumstances.
- (s) "Privacy Legislation" means the Privacy Act 1988 (Cth) and any State privacy legislation which may be enacted during the term of the Agreement.
- (t) "Property Advertisement" means an advertisement by a REIWA member on the Website and includes:
- Premium Placement Advertisements;
 - Feature Property Advertisements;
 - Headline Property Advertisements; and
 - Essential Property Advertisements.
- (u) "REI Forms Live" is a document precedent system accessed through the Website whereby REIWA supplies forms and documents. The service is delivered by REIWA under the name of "Realform", "REI Forms Live" or such other name as chosen by REIWA from time-to-time.
- (v) "Real Inspection" is a property condition report service obtained through the Website.
- (w) "REIWA" means the Real Estate Institute of Western Australia (Inc) ABN 12 908 623 811;
- (x) "REIWA member" means the company, person, persons, or entity whose name and address appears on the Subscription Form and is a Corporate member of REIWA;
- (y) "Scraping" means the process of collecting and extracting information from websites and using that copied information on another website.
- (aa) "Services" means the various functionalities available to subscribers to the Website, including but not limited to the functionalities known as Premium Placement Advertisements, Banner Advertising, Headline Property, eFlyer, REI Forms Live, Real Inspection, HomeOpen Manager and any other functionalities made available by REIWA from time-to-time. Some Services may not be available on various platforms or on some sites.
- (bb) "Subscription" means those Services requested by the REIWA member to be supplied by REIWA to an Office nominated by the member at the Prices for those Services stipulated by REIWA.
- (cc) "Subscription Form" means the document (either in hard copy or electronic format) that is used for the ordering of the Services by the REIWA member, including but not limited to any document described as being an "order form", "purchase order", "contract", "booking form" or "agreement".
- (dd) "Website" means reiwa.com.au and the reiwa members' site across various platforms including desktop, laptop, mobile, tablet and apps (including any subdomains).

2. Request for Services

- (a) This Agreement is conditional upon the REIWA member being a Corporate member of REIWA. All Services cease immediately upon a REIWA member ceasing to be a REIWA member, upon the REIWA member's REIWA membership being suspended, or as otherwise provided for under this Agreement.
- (b) The REIWA member hereby requests REIWA make the Services available to the REIWA member at the Office. Acceptance of the Agreement by REIWA entitles the REIWA member to access the Services the subject to this Agreement at the Office. Upon acceptance by REIWA, the REIWA member will be given a log-in code. If a REIWA member has more than one Office, then each Office needs to subscribe to a separate Agreement.
- (c) The Website is owned and operated by REIWA. The Services are accessed on that Website. The REIWA member's access to the Website is conditional upon acceptance and compliance with these Terms and Conditions and this Agreement. The REIWA member's use of, and access to, the Services on the Website constitutes the REIWA member's agreement to this Agreement.

3. End User

The use of the Services, including the posting of Property Advertisements and Banner Advertisements, is limited to the REIWA member and End Users associated with the relevant Office.

4. Subscription Forms and Provision of Information

The REIWA member must complete the appropriate Subscription Form or forms and provide all information nominated by REIWA from time-to-time relating to the Services provided as part of the member's Subscription. From time-to-time REIWA may partner with third parties to provide a Service. In such scenarios the third party may have access to member and property data collected through the Website.



5. Property Advertisements

- (a) Each Property Advertisement on the Website must be associated with a particular suburb.
- (b) When a search of a suburb is conducted on the Website, Property Advertisements falling within the parameters of that search (but not when the search is sorted using the "sort" option on the website) and associated with the suburb searched will appear in the following order:
 - (i) Premium Placement Advertisements, if any, will always be at the top of the page, although the order of those Premium Placement Advertisements will rotate amongst themselves;
 - (ii) all other Feature Property Advertisements will be listed directly below the Premium Placement Advertisements in reverse chronological order to the order that the Property Advertisement was lodged with REIWA (with the newest Feature Property Advertisement at the top);
 - (iii) Headline Property Advertisements will be listed directly below Feature Property Advertisements in reverse chronological order to the order that the Property Advertisement was lodged with REIWA (with the newest Headline Property Advertisement at the top); and
 - (iv) Essential Property Advertisements will be listed directly below Headline Property Advertisements in reverse chronological order to the order that the Property Advertisement was lodged with REIWA (with the newest Essential Property Advertisement at the top).
- (c) For the avoidance of doubt, the priority of the placement of advertising set out in clause 5(b) above shall occur independently of the placement of advertisements for entities that are not REIWA members, with REIWA being entitled to place those advertisements by entities that are not REIWA members on the Website in any place or order it chooses.

6. Upgrading Listings

The REIWA member may upgrade any Essential Property Advertisement or Headline Property Advertisement to a Feature Property Advertisement at any time by completing the Subscription Form nominated by REIWA from time-to-time and agreeing to pay the relevant Price.

7. Premium Placement Advertisements

In addition to the features set out in Clause 1(p) of these Terms and Conditions, Premium Placement Advertisements:

- (a) Associated with a particular Office or End User may not appear on a search results page on the Website if a user of the Website has conducted a multiple suburb search such that the total number of Premium Placement Advertisements associated with the searched suburbs exceeds eight (8);
- (b) Will not appear on the Website if a particular Office or the End User has no current 'active' listings on the Website in the designated suburb (the Office or End User must have active listings in the suburb relevant to the Premium Placement Advertisement in order for such an advertisement to display on the Website);
- (c) Will be able to be altered to be associated with searches of another suburb if the Office or End User concerned has no 'active' listings in the original suburb associated with that advertisement, the REIWA member requests that such an alteration be made and there is availability for this category of advertisement with respect to that other suburb. If there is such an alternative availability in another suburb, then upon the advertisement being moved to be associated with the alternate suburb, the Office or End User ceases to have any rights to have the advertisement appear in relation to the original suburb where the advertisement was displayed;
- (d) Are subject to a minimum period of booking pursuant to the Subscription Form of 90 days;
- (e) Are subject to all associated charges being invoiced on a monthly basis;
- (f) Will be the subject of a period of booking that will continue (on a monthly basis) beyond the end date of the fixed period identified on the Subscription Form unless notice is given to REIWA prior to that end date that the REIWA member wishes to end its placement of that advertisement;
- (g) Should the period of the booking of the advertisement continue beyond the End Date recorded on the Subscription Form, the booking of the advertisement (and the liability of the REIWA member for all associated costs) will continue until the REIWA member provides notice of its wish to terminate the advertisement. However, if the notice is given before the end of a calendar month, the REIWA member will be charged for any remaining period of that calendar month. By way of example, if the notice is given on 12 May then the REIWA member will still be liable for the subscription amount for the period ending 31 May.

8. Use by REIWA of information and/or data uploaded to the website

- (a) By uploading or otherwise providing any Content including, but not limited to, a Property Advertisement to the Website, the REIWA member grants a non-exclusive licence to REIWA:
 - (i) in respect of that Content including, but not limited to, any of the text, files, images or photographs that form part of that Content;
 - (ii) to use and/or disclose in any way REIWA chooses, including but not limited to:
 - A. transferring or selling that Content to third parties (including data collection agencies such as RP Data Pty Ltd); and/or
 - B. reproducing and publicly displaying that Content including, but not limited to, republishing that Content on other forms of media, such as television.
- (b) The REIWA member warrants that, in relation to all Content uploaded or otherwise provided to the website by that REIWA member:
 - (i) the REIWA member owns the Content including, but not limited to, the text, files, images or photographs that form part of the Content, or otherwise has the right to grant the licence set out in clause 8(a); and

- (ii) the seller, buyer, landlord and/or tenant of the property the subject of the Content have consented to REIWA using the Content as referred to in clause 8(a) and the REIWA member has complied with all obligations imposed by the Australian Privacy Principles and the Privacy Act, 1988 in relation to that information and/or data.

9. Banner Advertisements

When a REIWA member, as part of its Subscription, is entitled to Banner Advertisements:

- (a) The Banner Advertising may only relate to the promotion of the REIWA member and its employees; and
- (b) The Banner Advertisements cannot be used to advertise properties for sale or lease or sold or leased.

10. Term of this Agreement

This Agreement comes into effect immediately upon REIWA notifying the REIWA member that it will provide the Services to the REIWA member and remains in effect until terminated. Subject to clause 2(a), the REIWA member or REIWA may terminate this Agreement without reason by one party giving a minimum thirty (30) days' prior written notice to the other party, unless the relevant Subscription Form provides a fixed term for the Agreement, which fixed term shall not be longer than six (6) months. The REIWA member is obliged to pay the portion of the Services used by the REIWA member under this Agreement.

11. Payments & Charges

- (a) The REIWA member will pay REIWA the Price for the Services the subject of the Subscription by the REIWA member for the Office referred to in the Agreement.
- (b) The Price will commence on REIWA's acceptance of this Agreement and are payable monthly in arrears on the last day of each month, the first Price payment to be made represents the proportionate charge for the past month from and including the notification of acceptance together with any additional payments then due. If credit terms apply to the REIWA member then those credit terms will apply to the REIWA member's payments.
- (c) Claims for any credit on any payment made by a REIWA member must be made in writing to REIWA within 14 days from the date upon which the cause of the claim first arises.

12. Alteration to Services, Prices and Terms and Conditions

- (a) REIWA is entitled to change or alter any and all Prices, the Services and/or these Terms and Conditions or other conditions of supply pursuant to this Agreement at any time and from time-to-time by giving notice pursuant to these Terms and Conditions.
- (b) Notwithstanding any other clause of these Terms and Conditions, should REIWA give notice of any change or alteration pursuant to sub-clause 12(a), the REIWA member may terminate this Agreement without reason by giving notice to REIWA within 14 days after REIWA has provided to the member the notice of that change or alteration,

13. Copyright

- (a) All Content is subject to the copyright owned by REIWA and other property rights of REIWA or any database provider REIWA may use. The REIWA member must not commit or permit any act or omission by it or its consultants, agents, employees or any third party which will impair the copyright or other proprietary rights to the data, information and formats of the Website, REIWA or any database provider REIWA may use.
- (b) The REIWA member must not disclose, transfer, duplicate, reproduce, or retain for a purpose other than that for which it was first acquired, sell or reuse the Content regardless of the form in which that information was supplied and, in particular, without limiting the generality must not do any of those acts with respect to information contained in hardcopy or any storage media, of whatever type, nature and description.
- (c) Without limiting the generality of subclause 13(a), no Content will be copied or transferred to another file, where access to the Services permits the REIWA member to print data in machine readable form (using commands designated for this purpose) and the REIWA member agrees:
 - (i) not to transfer, retransmit, duplicate or resell any items from the database to any third party without the prior written approval of REIWA;
 - (ii) not to use these items from the Services to combine with any other information with the object of offering it online or in any other way to third parties without the prior written approval of REIWA.
- (d) The Content is owned and/or controlled by REIWA, its suppliers and/or licensors unless expressly indicated otherwise on the Website. The Content is protected by Australian and international copyright and trademark laws. The REIWA member must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for on the Website in any manner or for any purpose which is unlawful or in any manner which violates any rights of REIWA or any other party or which is prohibited by this Agreement. Nothing contained on the Website should be construed as granting any licence or right of use of any trademark displayed on the Website without the express written permission of REIWA, the relevant third party owner or rights holder.
- (e) Copyright in all REIWA information and products (including precedents, data, pages, documents, maps, online graphics, images, web pages, audio and video) is vested in REIWA and is protected by the Copyright Act 1968. Apart from any use as permitted under the fair dealing provisions of the Copyright Act 1968, all other rights are reserved, and no information and products or part of them may be reproduced by any process, distributed, commercialised or reused for any other purpose without the prior written permission of REIWA.



14. Disclaimer

- (a) The Services and their Content are made available on the understanding that REIWA is not rendering professional advice. While REIWA has made every effort to ensure the accuracy, reliability, completeness and suitability for purpose of the information presented, REIWA does not give any guarantee or take any responsibility or accept any liability (including without limitation, liability in negligence) arising from or connected to any errors or omissions. REIWA accepts no responsibility and disclaims all liability for any losses, damages or costs as a result of the use or reliance on the Service.
- (b) End Users and REIWA members must exercise their own skill and care with respect to the use of any information provided by REIWA, and before relying on the information, that End Users and REIWA members must carefully consider its relevance to their purpose and obtain any professional advice appropriate to their particular circumstances. The Services may be subject to Privacy Legislation and contractual restrictions and must not be used for direct marketing of goods and services or be released to any person or third party for the purpose of direct marketing of goods and services. REIWA takes no responsibility for any breaches of Privacy Legislation by any person in relation to the Services.

15. Limitation upon REIWA obligations and Representations

- (a) All terms, conditions, representations, warranties, guarantees and indemnities by REIWA ("Representations"), not expressly contained in this Agreement, whether arising by operation of law or otherwise, are hereby expressly excluded to the maximum extent permitted by law and, in particular, but in no way limiting the generality of it, REIWA makes no Representations as to the completeness or accuracy of the data comprised in the Services or as to its fitness for use for any purpose.

16. Warranties by REIWA member

- (a) The REIWA member warrants, as a continuing warranty through the duration of this Agreement that:
- the REIWA member has a signed authority to sell, lease or manage any property put onto the Website by the REIWA member;
 - all details entered on the Website by the REIWA member are accurate and kept up-to-date including but not limited to, in relation to "price" and "display price" information, that the correct and actual price of the property is displayed e.g. a price of "zero" or similar will breach this clause;
 - all properties are listed in the correct suburb; i.e. the listing suburb must be as per the information on the "Statements" section of the Certificate of Title, labelled "PROPERTY STREET ADDRESS" or if none is stated then the local authority address for the property, unless it can be proven to REIWA's satisfaction to be incorrect;
 - all photos or images used within Property Advertisements and/or Banner Advertisements are used with the permission of the owner of the photographs;
 - all external links to virtual tours and movies will be a virtual tour or movie of that property only and not simply links to other external sites or not in relation to that property;
 - there is no personal or agency advertising appearing within the Property Advertisements (e.g. words in the property description or images loaded to the photo slideshow) beyond the promotion of the property itself with the exception of the following:
 - Properties displayed as for sale**
Display text- none permitted;
Headline text- none permitted;
Published description- none permitted;
Photo slideshow - none permitted except for final slide that can promote the person or the agency;
 - Properties displayed as under offer**
Display text - permitted;
Headline text- permitted;
Published description- none permitted;
Photo slideshow - none permitted except for final slide that can promote the person or the agency;
 - Properties displayed as sold/leased**
Display text - permitted;
Headline text - permitted;
Published description- none permitted;
Photo slideshow- none permitted except for final slide that can promote the person or the agency;

Where "Display text" means the field that is intended to display price, and where "Headline text" is the headline text statement that appears in bold typeface font above the property description, and where "Published description" is the text field that describes the property.
 - the REIWA member will not re-load onto the Website or tag Property Advertisements as "new" when they are already on the market for sale with the REIWA member. A "new" Property Advertisement in reiwa.com means new to the market with the REIWA member. A new listing authority for the property, when the REIWA member has recently held a prior listing authority for the property, does not make the property 'new' for reiwa.com purposes;
 - the REIWA member will not enter the same property on the Website in relation to more than one suburb;
 - the REIWA member will not knowingly engage in misleading or deceptive conduct; any conduct that is misleading or deceptive or is likely to be misleading or deceptive including, but not limited to, the following conduct:¹
 - Listing a property on the Website under the name of a REIWA member as a seller's agent when, in fact, the property is being sold by a seller without

using the services of that member as a real estate agent approved pursuant to section 60 of the Act;

- Listing a property on the Website under the name of a REIWA member as the relevant seller's agent when the REIWA member does not intend to or, alternatively, does not in fact, comply with the obligations to provide the services and duties specified as being required of such an agent under the Act and the Code;
 - Listing a property on the Website when under the name of a REIWA member as the relevant seller's agent when the REIWA member has not been validly approached to act as the real estate agent pursuant to section 60 of the Act;
 - Listing a property under the name of a REIWA member as the relevant seller's agent when the sale is in fact a Private Sale;
 - Asserting in any advertisement, content, posting or listing on the Website that a property is a Private Sale; and
 - Identifying in any advertisement, content, posting or listing on the Website contact details that infer that those details are those of the relevant REIWA member when in fact the contact details are not those of the member.
- the REIWA member will not enter or cause to be entered any html tags or coding onto or into any descriptions of any properties on the Website;
 - the REIWA member will not engage in scraping, reproduction of content, database mining or deep linking or in any way using reiwa.com format, information or material on any other site;
 - the REIWA member will not engage in spamming, personal abuse or illegal behaviour;
 - the REIWA member will not knowingly transmit viruses, malware or similar malicious code or scripts;
 - the REIWA member will not assist or allow non-member REIWA real estate agents or private sellers to advertise properties on reiwa.com; persons or entities who are not subscribers to the Services or otherwise entitled to use the Services (including, but not limited to, non-member REIWA real estate agents or Private Sellers) to advertise properties on the Website and/or to otherwise access the Services;
 - the REIWA member will not cause or allow duplicate listings to appear on the Website; and
 - the REIWA member will not permit any Property Advertisement, Banner Advertisement or other posting on the Website to contain any material deemed by REIWA in its absolute discretion to be offensive or likely to offend.

17. Liability

- REIWA will not be liable to the REIWA member for any loss of profit, or earnings, or any damages suffered (including to goodwill) by any person arising directly or indirectly out of the provision of the Services whether in accordance with the terms of the Agreement or otherwise and whether caused by negligence or willful act or omission of REIWA, its consultants, contractors, agents or employees or from any other cause.
- Under no circumstances will REIWA or any related corporation or their respective board members, officers, consultants, contractors, agents or employees be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the Website, the Services or any Content.
- REIWA liability of any nature or kind including, without limitation, negligence with respect to the subject matter of this Agreement, or for non-compliance with or breach of any Representations which cannot be excluded by Agreement, is limited to again providing the Services in respect to which the breach or non-compliance arose, or, at REIWA's option, to the cost of having that Service provided.

18. Indemnity

The REIWA member indemnifies and holds REIWA and its board members, officers, consultants, contractors, agents and employees harmless from and against any loss, claim, demand, expense (including legal fees) arising out of the REIWA member's use of or access to the Services and Website and the REIWA members input of material into the Website. The obligations imposed by this clause benefit REIWA and its board members, officers, consultants, contractors, agents and employees jointly and severally.

19. Default

If there is a breach of any of the Terms and Conditions of this Agreement and REIWA has given 7 days' notice of breach then:

- all monies payable by the REIWA member to REIWA will at REIWA's election become immediately due and payable despite the specified period for payment not yet having expired;
- any credit facilities provided by REIWA may be withdrawn by REIWA;
- REIWA may withhold the delivery of Services already ordered by the REIWA member and is at liberty to suspend the Services to be provided to the REIWA member pursuant to this Agreement;
- in the event of a suspension of a REIWA member's account, the REIWA member must immediately pay REIWA the Price for the Services that have been subscribed by the REIWA member up to that time;
- in the event of a suspension of a REIWA members' account, REIWA is not liable to refund any monies or credit the REIWA member's account with respect to the time the REIWA member remains in breach of the Agreement for the Services that ought to have been provided had the REIWA member not been in breach of this Agreement;
- REIWA may list the REIWA member with any credit rating authority it so chooses and will only remove such a listing when the REIWA member remedies its breach of this Agreement;
- REIWA may charge interest on any overdue amount at the Wespac business overdraft

¹ REIWA considers that consumers who access the Website will, or would be likely to, infer that REIWA members who list properties on the Website are not facilitating Private Sales and will comply with the legislative requirements set out in the Act and the Code and referred to in clauses 11(a)(ix)(A)-(C). A failure to comply with those requirements and/or to behave in the manner envisaged in clauses 11(a)(ix)(A)-(F) is likely to amount to misleading or deceptive conduct.



rate on amounts owing 30 days or over plus 3% calculated daily on the amount overdue until payment is received in full; and

- (h) REIWA may charge to the REIWA member all monies, costs, charges and expenses (including legal costs on an indemnity basis) of any attempt made by or on behalf of REIWA to recover any monies owing by the REIWA member to REIWA or to secure any indebtedness or liability by the REIWA member to REIWA despite no demand having been made by REIWA for payment to the REIWA member.

20. Notwithstanding the terms of clause 19, if there is any breach of clauses 13 and/or 16 of these Terms and Conditions, REIWA (in addition to the rights given to REIWA under clause 19) may immediately remove any advertisement, content, posting or listing from the Website that relates to that breach.

21. Entire Agreement

This Agreement, including notices of other Conditions provided to the REIWA member in any printed form or otherwise published by REIWA, including revisions of them constitute the entire agreement between the parties on this subject matter.

22. REIWA member Privacy Statement

The REIWA member warrants with respect to the information supplied that all requirements of the Privacy Legislation as to content security, access, disclosure and use, have or will be complied with in full. The REIWA member will comply with any reasonable direction relating to privacy given by REIWA.

23. REIWA Privacy Statement

REIWA is bound by the Privacy Legislation. Refer to the Privacy Statement on reiwa.com.au.

24. Security

The REIWA member agrees to do whatever is reasonably requested by REIWA to maintain security for the Services and to ensure that the Services are not used by people who are not permitted to use it under this Agreement.

25. Law

This Agreement and all matters arising from the relationship of REIWA and the REIWA member will be interpreted and governed in accordance with the laws of the State of Western Australia. The REIWA member submits to the exclusive jurisdiction of the Courts of Western Australia.

26. Special Conditions

Any special conditions set out on the subscription form apply to this Agreement. In the case of a conflict of provisions, the special conditions prevail.

27. Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant party. A notice will be deemed to have been given:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two Business Days after the date on which it was sent;
- (c) if sent by facsimile, when it is successfully faxed to (which occurs when the sender receives a transmission report to that effect); or
- (d) if sent by electronic mail, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

