

Online advertising agreement terms and conditions – Fairfax Media Real Estate

By listing properties on our site, you agree to be bound to the following terms and conditions:

In addition to these terms and conditions, all advertisements are subject to our standard terms and conditions of advertising, as amended from time to time, available at <http://www.adcentre.com.au/terms-conditions.aspx>, and any other legal notices displayed on Domain.com.au ("Site") from time to time.

As a condition of entering this agreement, you also agree to become a Fairfax Digital member. Your use and membership of the Fairfax Digital network are governed by our Conditions of Use (www.fairfax.com.au/conditions) and Privacy Policy (www.fairfax.com.au/privacy).

Your core product(s) will commence when we notify you that your account has been provisioned (which will typically be within 5-10 business days after the date of this agreement) and will continue until they are cancelled in accordance with these terms and conditions. The core products include your subscription plus any Premium Plus, Priority Placement and eBrochure that you have elected to apply to all your new listings from the commencement of your subscription.

You may cancel one or more of your core product(s) by providing us with no less than 90 days written notice, provided that such cancellation must not take effect before the expiry of the minimum contract term specified in this Agreement. For the avoidance of doubt, your eBrochure, Premium Plus and Priority Placement products will automatically terminate if your underlying subscription or package is terminated for any reason.

All other products ('non-core product') will continue for the period/s specified in this Agreement. At any time during your subscription or package term, provided you have the consent or authority of Fairfax, you may amend or renew your non-core products by completing the specified form or by notifying Fairfax as otherwise directed or agreed.

For the avoidance of doubt non-core products will automatically terminate if your underlying subscription is terminated for any reason.

If a listing is archived and subsequently reactivated, a new Priority Placement and/or Premium Plus charge will be applied to the listing. Any listing with an additional booking of an eBrochure will incur a fee payable for each recipient.

Until such time as you renew your Agreement with us, or you terminate your subscription, following the expiration of your minimum subscription term your logo will cease to be displayed on your property listings.

We reserve the right to withdraw or change our Site, products or services (including format, design, scope, etc) at any time. We will use our reasonable endeavors to give you advance notice of any material changes that we make to our Site, products or services. If we make material changes, you may terminate this Agreement by giving us written notice within 14 days of the change. Failure to terminate within this period will constitute acceptance of the change.

You agree that:

1. your subscription can only be used for residential listings in relation to which you are providing full agency services in the same geographical location;
2. private sale listings (including agency assisted sales listings and listings sold as part of a vendor marketing package), new development properties and/or commercial properties cannot be listed under a standard subscription (ie. through the same subscription that you list residential properties) and that you must apply for a separate subscription for private sale listings, new developments and/or commercial properties;
3. you will keep your username and password for the Site safe and confidential, and that you will be responsible for all activities via your username and password;
4. you may only advertise properties that your office is selling as agent and that are currently available for sale or lease;
5. you must not list any properties for any third party through your subscription;
6. properties may only be listed once on the Site. Duplicate listings may incur an administration fee;
7. you have the authority to advertise the properties that you list;
8. if you are a licensed real estate agent, all property listings submitted by you must include your business name, company name, your name, and any interest you have in the listed property;
9. you will comply with all applicable laws and codes in relation to this Agreement, including by ensuring that all advertising costs are accurately disclosed to advertisers and/or that advertising rebates or credits (or the value thereof) are passed on to advertisers as required by any applicable law or code;
10. you will not include any logos or other forms of branding in your property listings, including photos;
11. you will archive or remove property listings from the Site within 24 hours of an unconditional exchange of contracts or lease agreement being signed for the relevant property. Failure to remove such listings within 24 hours may incur an administration fee for each listing which is displayed, but is not available for sale or lease; and
12. you will bear the cost of any telecommunications or internet usage charges incurred as a result of using the Site or submitting property listings.

We reserve the right (but have no obligation) to review, modify, reformat, reject or remove (or direct you to modify or remove) any material that you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) via the Site.

If the cost of products and services you acquire from us exceeds \$3,000 per month you will be required to apply for a Commercial Account.

Fees are payable monthly within 30 days of the statement date on the invoice for all Accounts.

Without limiting our other rights and remedies at law, in the event of non-payment or late payment, we may (at our discretion):

1. remove your listings from the Site;
2. terminate this Agreement; and/or
3. charge you for any agency or legal fees associated with collection of overdue amounts.

Unless otherwise agreed by us, a set up fee will apply for new agreements or if you wish to renew your Agreement with us but fail to renew your Agreement prior to the expiration of your minimum subscription term.

You are liable for all taxes (inc. GST), duties or government charges payable in connection with this Agreement whether applying at the date of this Agreement or in the future.

Without limiting our other rights and remedies at law, we may terminate this Agreement immediately;

1. at any time and for any reason by giving you 28 days notice in writing;
2. if you breach this Agreement and fail to rectify that breach within 7 days notice;
3. if you are bankrupt, insolvent, enter into liquidation, administration or receivership, or a receiver or manager is appointed over any or all of your assets; or
4. if you die, your partnership is dissolved, or your company is deregistered (as applicable).

Except in relation to any of your material uploaded to the Site, which you grant us a license to deal with in accordance with our standard terms and conditions of advertising, you do not have any right, title or interest in or relating to our Site. You may not use any material on our Site to establish, maintain or provide your own publications (including marketing or promotional material) or Internet Site. Nothing in this Agreement should be construed as granting any right of use in relation to any material or trademark displayed on the Site without the express written consent of the relevant owner.

To the extent permitted by law, we exclude all conditions and warranties relating to the Site. In particular, we do not make any representations or warranties that the Site will be uninterrupted or error free. To the extent that our liability for breach of any implied warranty or condition cannot be excluded by law our liability will be limited, at our option, to: (a) in the case of services supplied or offered by us, the re-supply of those services or the payment of the cost of having those services re-supplied, and (b) in the case of goods supplied or offered by us, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of having the goods replaced or the payment of the cost of having the goods repaired.

In no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (inc. loss of profits, goodwill, data or opportunity). For products or services supplied or offered by us, our liability to you will be limited to the amount(s) paid by you in respect of those products or services.

You agree to indemnify and hold us harmless against any expenses, costs, loss or damage that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site or this Agreement, including any breach of this Agreement by you.

You shall treat as confidential all information regarding our business or affairs that comes into your possession as a result of or in the performance of this Agreement. You must not disclose our confidential information to any third party without our written permission, unless required to do so by law.

We reserve the right to amend this Agreement (including the pricing set out overleaf) provided that we give you 28 days prior written notice. If you receive notice of any amendment(s) to this Agreement, you may terminate this Agreement by giving us written notice within 14 days of the amendment(s) taking effect. Failure to terminate within this period will constitute acceptance of the amendment(s).

You may not assign this Agreement without our prior written consent. This Agreement, together with any terms and conditions it refers to, comprises the entire agreement between you and us and supersedes all prior understandings, agreements or representations. No delay or waiver by us in enforcing any provision of this Agreement will be deemed a waiver of our rights.

If a term of this Agreement is or becomes invalid or unenforceable, the validity and enforceability of the remainder of the Agreement will not be affected.

These terms and conditions are governed by the laws in force in New South Wales and you submit to the non-exclusive jurisdiction of the courts in that State.