



Advertising Sales Agreement terms and conditions – Domain Media Real Estate

These terms and conditions apply to the provision of services by Domain Operations Pty Ltd (**Domain**) and its related bodies corporate (**Fairfax**) under the Advertising Sales Agreement (**Agreement**). By listing properties on our site www.domain.com.au (**Site**) you agree to be bound by these terms and conditions:

In addition to these terms and conditions, all advertisements are subject to Fairfax's standard terms and conditions of advertising, available at <http://www.adcentre.com.au/terms-conditions.aspx>, and any other legal notices displayed on this site and/or the 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 Silver, Gold, Platinum and eBrochure products 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, Platinum, Gold & Silver 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 Domain (not to be unreasonably withheld), you may amend or renew your non-core products by completing the specified form or by notifying Domain 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 Silver, Gold and/or Platinum 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 and after 7 days' notice from us to you, 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 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) and/or commercial properties cannot be listed under a standard subscription (ie. through the same subscription that you list residential properties) and you must apply for a separate subscription for private sale listings, and/or commercial properties;
3. you will keep your username and password for the Site safe and confidential, and 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 additional fees;
7. you represent to Domain that you have the authority to advertise the properties that you list on the Site;
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. agent banners are for branding purposes only and may only link to the agency's website or an agent's profile on the agency's website. Agency banners are not, under any circumstances, permitted to link to any webpage that promotes any property or project;
10. 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;
11. you will not include any logos or other forms of branding in your property listings, including photos;
12. you will archive or remove property listings from the Site within 72 hours of an unconditional exchange of contracts or lease agreement being signed for the relevant property; Failure to remove such listings within 72 hours may incur an administration fee for each listing which is displayed, but is not available for sale or lease; and
13. you will bear the cost of any telecommunications or internet usage charges incurred as a result of using the Site and/or submitting property listings.
14. A residential agent can sell new developments via their residential subscription providing they load their property into New Homes and are aware of the applicable rate [Category C or Category D].

You further agree that in relation to New Developments:

1. a "New Development" is defined as a new property that has never been occupied which is: (a) a collection of individual blocks of land forming part of a residential land release project; (b) a new multi-dwelling project with more than 3 dwellings; or (c) a retirement, lifestyle or 55+ lifestyle village or aged care facility project for properties;
2. only one listing is permitted for each property or allotment in a New Development (for the sake of clarity, it will be considered to be more than one listing even if a different design/content is used for each listing);
3. New Developments must be listed as New Home and not as a Residential resale as per the categories in paragraph 6 below;
4. Basic or Branded subscribers are not permitted to, under any circumstances, list more than 5 House and Land packages, home designs or land allotments in any single suburb;
5. Listings for depth products such as Platinum, Gold and Silver, will be charged in accordance with the New Development Rate Card. By way of example, if 2 dwellings of a 50 dwelling New Development are advertised, they will be charged in accordance with the New Development Rate Card and not the Domain Residential Rate Card;
6. You will load all New Home listings into the correct category and accept the billing charges as stated below:

RESIDENTIAL: Resale of an Acreage/Semi-Rural, Duplex, Farm, House, Rural & Farming, Semi-Detached, Specialist Farm, Terrace. These will be loaded under Residential Buy [Billed at Category A Listing Rates*].

RESIDENTIAL: Resale of an Apartment/Unit/Flat, Block of Units, Car Space, Penthouse, Studio, Townhouse, or Villa. These will be loaded under Residential Buy. [Billed at Category B Listing Rates*]

NEW HOMES: New Apartments/Townhouses, regardless of Off The Plan, Complete or Under Construction; These types will be loaded under New Homes. [Billed at Category C Listing Rate if the development consists of 4 or more dwellings. Billed as Category B, if there are three or less dwellings in the development].

NEW HOMES: Development Site, New Home Designs, New House & Land, New Land Estates. These types will be loaded under New Homes [Billed at Category D Listing Rate]

(*Category A & B are combined for all states, excluding NSW)

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 material is, in the opinion of Domain, illegal, defamatory, offensive, obscene and/or contrary to the business interest, goodwill and/or reputation of Domain or any of its customers or vendors or is likely to infringe on the rights of third parties.

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 if the monies remain outstanding (in full or in part) after 7 days written notice requiring payment to you; 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.

ADVERTISING SALES AGREEMENT

Without limiting a party's other rights and remedies at law, notwithstanding anything to the contrary in these terms and conditions, a party may terminate this Agreement immediately:

1. at any time and for any reason by giving the other party 28 days notice in writing;
2. if the other party breaches this Agreement and fails to rectify that breach within 14 days notice;
3. if the other party becomes bankrupt, insolvent, enters into liquidation, administration or receivership, or a receiver or manager is appointed over any or all of that party's assets; and/or
4. if the other party dies, its partnership is dissolved, or it is deregistered (as is 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 Fairfax's standard terms and conditions of advertising and these terms and conditions, 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 in the manner detailed in the following paragraph of these terms and conditions.

In no circumstances will a party be liable to the other party 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 re-supplying the relevant products or services to you or refunding you the amount paid by you for the relevant products or service (at our option).

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.