

Listing Terms

Version 1.0 · 4 August 2026

These are the Listing Terms referred to in your Engagement Letter with Heritage Melbourne Pty Ltd, and they form part of your Agreement with us. They apply together with the Engagement Letter, its Schedule 1 and any special conditions recorded in it, and the Listing Content Rules. Where the Engagement Letter and these terms conflict, the Engagement Letter prevails.

1. Definitions

ACL means the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Agency means the entity named under Agency in the Engagement Letter. The Agency is not a party to this Agreement unless it is bound under clause 11.13.

Agreement means the documents listed under “The Documents That Make Up This Agreement” in the Engagement Letter.

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

Enquiry means a message or contact request submitted through the Platform about one of your Listings or your agent profile.

Listing means a property advertisement you submit for publication on the Platform.

Listing Campaign means a single publication period for a Listing, as described in clause 6.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Platform means the Heritage Melbourne website at heritagemelbourne.com, its subdomains, and any application or service we provide as part of it.

Schedule 1 means the rate schedule in the Engagement Letter, as changed from time to time under clause 7.

Start Date means the date recorded under Agreement Term in the Engagement Letter, subject to clause 3.1.

we, us, our means Heritage Melbourne Pty Ltd ABN 50 699 399 043.

you, your, Agent means the agent named in the Agent Details in the Engagement Letter, or where a contracting entity is named there, that entity.

Your Content means everything you supply for publication, including property descriptions, photographs, floorplans, videos, your biography and your portrait.

2. Your agreement with us

- 2.1 This Agreement begins on the Start Date and is the entire agreement between us about its subject matter. It replaces any earlier discussion, proposal or quote.
- 2.2 We contract with you. The Agency is not a party to this Agreement and has no right to use the Platform under it, unless it is bound under clause 11.13.
- 2.3 If you move to another agency, this Agreement continues and you remain responsible for all amounts you have incurred, whether or not you recover them from an agency or a vendor. Where the Agency is bound under clause 11.13, its obligations continue for amounts you incurred while you were engaged by it, but do not extend to amounts you incur afterwards. You must tell us promptly if you move, so we can record the incoming agency.
- 2.4 If you sign for a company, trust or partnership, you warrant that you are authorised to bind it.
- 2.5 No change to this Agreement binds us unless it is in writing and accepted by an authorised signatory of Heritage Melbourne Pty Ltd. This does not limit clause 7.

3. Term, and ending this Agreement

- 3.1 This Agreement begins on the Start Date and continues until it is ended under this clause. If you accept this Agreement by electronic signature after the Start Date, the date you accept it is the Start Date.
- 3.2 This Agreement has no fixed term: it runs month to month until it is ended under this clause.
- 3.3 **Either party may end this Agreement at any time, for any reason, by giving the other 30 days' written notice.**
- 3.4 Either party may end this Agreement immediately by written notice if the other party materially breaches it and does not fix the breach within 14 days of being asked in writing to do so, or becomes insolvent, or has an administrator, receiver or liquidator appointed.

- 3.5 We may end this Agreement immediately by written notice if you stop holding a current estate agent's licence or agent's representative registration, or you are disqualified or suspended from acting.
- 3.6 Clause 16 sets out what happens when this Agreement ends.

4. Your right to cancel (cooling-off)

- 4.1 You may cancel this Agreement within **10 Business Days** from and including the day after the day you sign it or receive it, whichever is later.
- 4.2 To cancel, give us written notice. You may use the Cancellation Form annexed to the Engagement Letter, but any clear written notice is enough. Email is sufficient.
- 4.3 If you cancel under this clause, no fees are payable, and we will refund in full any amount you have already paid, within 10 Business Days.
- 4.4 If this Agreement is an unsolicited consumer agreement under the ACL, we will not publish any Listing for you and will not accept any payment from you during the cancellation period. Otherwise, you may ask us in writing to begin publishing during that period, and we will do so; if you then cancel, you will not be charged for any campaign that began during the cancellation period.
- 4.5 Nothing in this Agreement limits any right you have under the ACL, including any longer cancellation period the ACL may give you.

5. What we provide

- 5.1 We publish the Listings you submit on the Platform, in the presentation described in Schedule 1, and we provide you with an agent profile page.
- 5.2 We pass Enquiries about your Listings to you by email, at the address in the Agent Details, and through any other notification channel you have turned on in your account.
- 5.3 We publish your listing description and biography as you supply them. We do not write or rewrite your words.
- 5.4 We may crop, resize, compress, reformat or adjust the layout of images for display. We will not materially alter how a property is depicted.
- 5.5 **We do not supply photography, video, floorplans, styling or copywriting.** You supply all listing material.
- 5.6 We publish a submitted Listing within a reasonable time after we receive everything we need for it.
- 5.7 The Platform, its features, design and presentation may change from time to time. Where a change affects Schedule 1, clause 7 applies.
- 5.8 We aim to keep the Platform available, but we do not warrant that it will be uninterrupted or error-free. Clause 17 applies.
- 5.9 If we agree to establish a listing feed from your CRM or feed provider, you authorise us to deal with that provider for the limited purpose of establishing, testing and maintaining the feed. You remain responsible for any fee that provider charges you for it, and for obtaining any permission it requires. Nothing in this Agreement obliges us to establish or maintain a feed with any particular provider.

6. Listing campaigns and what they cost

- 6.1 You order a Listing Campaign by submitting a property to us for publication — through a feed, by email, or by any other means we agree. Submitting a property is your authority for us to publish it as a Headline Listing Campaign at the rate in Schedule 1.
- 6.2 You are responsible for Listings submitted by anyone acting for you, including your staff, your agency's administration, and any CRM or feed provider you use. A submission made that way is treated as made by you.
- 6.3 A Listing Campaign begins when a Listing goes live on the Platform, and runs for the period in Schedule 1, or until the property is sold or the Listing is withdrawn, whichever happens first. If the property is under offer when that period ends, the Listing stays published until the offer is resolved or you withdraw it, at no further charge.
- 6.4 A Listing already published on the Platform before the Start Date is not charged for. A charge applies when that property next begins a Listing Campaign.
- 6.5 A Listing Campaign is charged once. The charge is the same whether the campaign runs its full period or ends earlier, and it is not pro-rated.

- 6.6 The rate for a Listing Campaign is the rate in Schedule 1 at the moment the campaign goes live. Later changes to Schedule 1 do not affect it.
- 6.7 Relisting a property after a campaign has ended begins a new Listing Campaign and a new charge. Taking a Listing down and putting it back up within the same campaign period does not.
- 6.8 If you withdraw a Listing early, or the property sells, the campaign charge remains payable. If we remove a Listing for a reason that is not your fault and not permitted by clause 14.1, we will refund a fair proportion of the charge.
- 6.9 The Platform publishes residential property in the Melbourne central business district, postcode 3000, and we may decline a Listing outside that area. **The Platform is selective. It is not a general listing service, and we do not publish every property submitted to us.**
- 6.10 Whether a property is one we publish is a matter for us, judged on the property as a whole. We may take into account its architecture, period, materials, proportions, detail, condition, conversion or adaptation, position and outlook, and anything else we consider relevant. A property does not need to be heritage-registered, heritage-protected or of any particular age. We may ask you for further information about a property, and we may decline to publish a Listing. No charge arises for a Listing we decline, because a charge accrues only when a campaign goes live.
- 6.11 A decision not to publish is a decision about the Platform, not about the property. It is not a statement about the property's value, quality, marketability or heritage status, and must not be represented as one.

7. Changes to rates, listing types, the Platform and this Agreement

- 7.1 We may change Schedule 1, including the rates, the listing types we offer, what each listing type includes, and the campaign duration. We will give you at least **60 days' written notice** of the change, setting out what is changing and the new rates.
- 7.2 A change does not affect any Listing Campaign that went live before the change takes effect.
- 7.3 **If a change would cause you material detriment, you may end this Agreement by written notice given at any time before the change takes effect.** You will not be charged anything for ending it, and we will refund any amount you have prepaid for campaigns that have not gone live.
- 7.4 We may introduce, rename, restructure or withdraw listing types, including by moving a listing type you currently use to a different name, presentation or price. Clauses 7.1 to 7.3 apply to any such change.
- 7.5 **Nothing in this Agreement is a representation or promise that any listing type, rate, feature, presentation or section will continue to be offered, or will be offered at any particular price.**
- 7.6 We may also change the other terms of this Agreement, including these Listing Terms and the Listing Content Rules. We will notify you in writing of any such change. **Where a change may cause you material detriment, we will give you at least 60 days' written notice before it takes effect, and clause 7.3 applies to it.**
- 7.7 For the purposes of clauses 7.3 and 7.6, none of the following is a change that causes material detriment: a change to the design, layout, typography or presentation of the Platform; a change to the order or arrangement of information on a listing card or property page; the addition of a feature at no extra cost; a change to a Platform section you do not use; or a correction of a typographical or clerical error in this Agreement.

8. Your Content — permission to publish, and your assurances

- 8.1 You grant us a non-exclusive, royalty-free licence to store, reproduce, publish, communicate and display Your Content on the Platform, in Platform communications such as property alerts and our newsletter, and in our own advertising and social media promoting the Platform or the Listing, and to adapt it only as clause 5.4 allows. The licence is for the purpose of operating and promoting the Platform. We will not licence Your Content to anyone else for their own advertising.
- 8.2 You warrant that you own Your Content or have all rights needed to grant that licence, and that publishing it will not infringe anyone's rights.
- 8.3 You warrant you have every consent needed from the vendor, owner and occupier of each property, and from any person whose Personal Information appears in Your Content.
- 8.4 You warrant you have obtained any consents needed under the *Copyright Act 1968* (Cth) in relation to moral rights, covering the adaptations in clause 5.4 and publication in the form the Platform uses.

- 8.5 After this Agreement ends, the licence in clause 8.1 continues only so far as needed for: (a) our record of listings that have sold or been withdrawn; and (b) factual information about a building on its building page. On your written request we will remove your name, your portrait and your listing description from the Platform. This clause does not let us publish a property as currently for sale after the campaign has ended.

A note, because it catches people out: under the Copyright Act 1968 (Cth) the photographer normally owns copyright in listing photographs, even where you or the vendor paid for them, unless copyright has been assigned or licensed in writing. Clause 8.2 means you need to have that permission before you upload.

9. Your obligations

- 9.1 You must hold, and keep holding, a current estate agent's licence or agent's representative registration under the *Estate Agents Act 1980* (Vic), and every other authorisation you need to do what this Agreement contemplates.
- 9.2 For each property you list, you must hold a current signed authority from the vendor that authorises you to market the property and to advertise it on the Platform.
- 9.3 You must not scrape the Platform, extract data from it in bulk, or use automated means to access it other than through a feed or interface we provide.
- 9.4 You must handle Enquiries in accordance with your professional obligations.
- 9.5 You must tell us promptly if you stop holding a current licence or registration, or become subject to disciplinary action that affects your ability to act as an agent.
- 9.6 You must keep any username, password or other credential we give you secure, and only give it to people you authorise to act for you. You must tell us promptly if you believe it has been compromised. You are responsible for what is done using your credentials, including Listings submitted and charges incurred, except to the extent it results from our own breach of this Agreement or a failure of our security.

10. What we do not promise

- 10.1 We do not guarantee any level of audience, traffic, enquiries, leads, listing views, sale, sale price or timeframe, and nothing in this Agreement should be read as promising any of those.
- 10.2 We do not guarantee any particular position, ranking or prominence in search results, listing order or any other part of the Platform, except as expressly described in Schedule 1.
- 10.3 Any figure we have given you about audience, traffic or performance is an estimate based on the information available at the time. It is not a promise about future performance.
- 10.4 You acknowledge that in entering this Agreement you have not relied on any representation about audience, traffic or performance other than those set out in this Agreement. This clause does not limit any right you have under the ACL.
- 10.5 We are not responsible for the accuracy or completeness of Your Content.
- 10.6 We are not a licensed estate agent, do not act for you or any vendor or buyer, are not a party to any transaction, and are not entitled to any commission or success fee. We do not give legal, financial, tax or valuation advice.

11. Fees, invoicing and payment

- 11.1 You must pay the fees in Schedule 1 for each Listing Campaign. A charge accrues when the campaign goes live.
- 11.2 Campaigns are invoiced monthly in arrears, after the end of the month in which they went live.
- 11.3 No discount, credit or complimentary campaign applies unless it is recorded in writing in the Engagement Letter.
- 11.4 Invoices are issued through Xero to your billing email and are payable within **21 days** of the invoice date. It is your responsibility to keep that email address current and monitored. Not receiving an invoice does not remove your obligation to pay it.
- 11.5 If we incur a third-party cost to process a card payment, we may pass on a reasonable amount not exceeding that cost. We will tell you the amount before you pay.
- 11.6 An amount that is not paid by its due date is a debt due and payable to us, and remains payable whether or not this Agreement has ended.
- 11.7 If an amount is overdue, we may charge interest at the Reserve Bank of Australia cash rate plus 2% per annum, calculated daily on the outstanding amount, running from 7 days after we give you written notice that the amount is overdue until it is paid.

- 11.8 You must reimburse us for the costs we actually and reasonably incur in recovering an overdue amount, including reasonable legal costs and the fees of a collection agent. We will give you an itemised account of those costs on request.
- 11.9 If an invoice is more than 14 days past its due date, we may stop publishing your Listings and decline new ones, after giving you 7 days' written notice and a chance to pay. We will restore them promptly once payment is made. Suspension does not reduce any amount you owe.
- 11.10 If you dispute an invoice, tell us in writing within 14 days of the invoice date and give your reasons. You must still pay any undisputed amount. We will not charge interest on, or suspend for, a genuinely disputed amount while we are working through it in good faith.
- 11.11 Fees are stated in Schedule 1 both exclusive and inclusive of GST. We are registered for GST and will issue tax invoices. All amounts are in Australian dollars.
- 11.12 You are responsible for the fees you incur under this Agreement whether or not you are able to recover them from a vendor or from your agency.
- 11.13 **The Agency's payment undertaking.** The Agency is bound by this clause where a principal, director or licensee in charge of the Agency has signed for the Agency in the box provided on the Acceptance page of the Engagement Letter, or where a payment undertaking is recorded in writing in the Engagement Letter. Where it is bound:
- (a) the Agency agrees that all amounts the Agent incurs under this Agreement, while the Agent is engaged by or operating under the Agency, will be paid to us when they fall due;
 - (b) if the Agent does not pay such an amount by its due date, the Agency must pay it to us within 14 days of our written demand;
 - (c) the Agent and the Agency are jointly and severally liable for those amounts, and we may recover the whole of an unpaid amount from either of them. We will copy the Agency on any overdue notice we give the Agent before making a demand under paragraph (b);
 - (d) the Agency's obligation is not affected by any time or indulgence we give the Agent, by a variation of this Agreement that does not increase the rates, by the Agent ceasing to be engaged by the Agency, or by this Agreement ending;
 - (e) the Agency is *not* liable for amounts the Agent incurs after ceasing to be engaged by or to operate under the Agency, provided the Agent or the Agency has told us in writing that this has happened;
 - (f) this clause imposes no obligation on the Agency other than payment, and gives the Agency no right to use the Platform; and
 - (g) the Agency's obligation under this clause is a continuing obligation and survives this Agreement ending.

12. Enquiries and personal information

- 12.1 Enquiries we pass to you contain Personal Information about the person enquiring.
- 12.2 Each of us is separately responsible for our own compliance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. Neither of us handles Personal Information on behalf of the other.
- 12.3 You must use Enquiry Personal Information only to respond to that enquiry and to provide related real estate services to that person. You must not sell it, disclose it except as needed for those purposes, or use it for unrelated marketing.
- 12.4 You must keep Enquiry Personal Information secure and destroy or de-identify it when you no longer need it.
- 12.5 Any electronic marketing you send must comply with the *Spam Act 2003* (Cth), including consent, identifying yourself, and a working unsubscribe facility.
- 12.6 You must tell us promptly if you become aware of a data breach involving Enquiry Personal Information, and cooperate with us so each of us can meet our obligations under Part IIIC of the *Privacy Act 1988* (Cth).
- 12.7 We may publish your name, portrait, business contact details, biography and Listings on the Platform and include them in Platform communications. Our own handling of Personal Information is described in our Privacy Policy.

13. Intellectual property

- 13.1 We own the Platform and everything in it that we create, including its software, design, databases, building pages, editorial content and any imagery we produce. Nothing in this Agreement transfers any of it to you.
- 13.2 We grant you a limited, revocable licence to use listing links and any badges or marks we supply to promote your Listings, in line with any brand guidelines we give you. You must not alter our marks or use them in a way that suggests we endorse you beyond your participation on the Platform.

- 13.3 You or your licensors keep ownership of Your Content, subject to the licence in clause 8.
- 13.4 We may use data about how the Platform is used and how listings perform, in aggregated and de-identified form, to operate, analyse and improve the Platform and to produce market insights. We will not identify you or any individual in anything we publish from that data without your written consent.

14. Removing or suspending content

- 14.1 We may decline, remove or suspend a Listing, or suspend your access, if we reasonably believe it breaches this Agreement or the law, is inaccurate or misleading, infringes someone's rights, is a duplicate or test listing, or is outside the area described in clause 6.9.
- 14.2 We will tell you promptly if we do, with our reason. Where it is reasonable to do so, we will raise it with you first and give you a chance to fix it.
- 14.3 Where we act under clause 14.1 for something within your control, the campaign charge remains payable. Clause 6.8 covers other removals.
- 14.4 We may suspend the Platform for maintenance, upgrades or security. We will give you notice where it is reasonable to do so.

15. Confidentiality

- 15.1 Each of us must keep confidential the other's non-public commercial information, including the rates and any special conditions in this Agreement, and use it only for the purposes of this Agreement.
- 15.2 This does not apply to information that is public through no fault of the receiving party, was already known to it, or is required to be disclosed by law, a regulator or a court. Either of us may disclose this Agreement to our professional advisers, insurers and auditors.

16. What happens when this Agreement ends

- 16.1 Your right to submit new Listings ends.
- 16.2 Listing Campaigns already live continue until they end normally, unless you ask us in writing to remove them. Despite this, if we end this Agreement under clause 3.4 or clause 3.5, we may remove any live Listing immediately.
- 16.3 All charges already accrued remain payable, on the dates they would otherwise fall due under clause 11.
- 16.4 We will remove your agent profile and Listings from the Platform within a reasonable time of a written request from you. Clause 8.5 continues to apply.
- 16.5 Ending this Agreement does not affect any right either of us has already accrued.
- 16.6 Clauses 8.5, 10, 11 (for amounts already accrued), 12, 13, 15, 16, 17, 18, 19, 20 and 21 survive.

17. Consumer guarantees, liability and indemnities

- 17.1 **Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy you have under the ACL or any other law that cannot be excluded, restricted or modified.** If any part of this Agreement would do so, it does not apply to that extent.
- 17.2 Where the ACL applies to services we supply that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for failing to comply with a consumer guarantee is limited, at our option, to supplying the services again or paying the cost of having them supplied again.
- 17.3 Subject to clauses 17.1 and 17.2, neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, goodwill, opportunity, or anticipated savings.
- 17.4 Subject to clauses 17.1 and 17.2, our total liability to you under or in connection with this Agreement in any 12 month period is limited to the greater of the total fees you paid us in the 12 months before the claim arose, and \$5,000.
- 17.5 Neither party is liable for loss to the extent it is caused by the other party's act, omission or breach, or by a third party outside its reasonable control. Each party must take reasonable steps to reduce any loss it suffers.
- 17.6 You indemnify us against any loss, damage or cost we reasonably incur from a third-party claim arising out of Your Content, your breach of clause 8 or 9, or the Listing Content Rules, or your conduct as an estate agent. That indemnity is reduced to the extent we caused or contributed to the loss.

- 17.7 We indemnify you against any loss, damage or cost you reasonably incur from a third-party claim that content we create and publish on the Platform infringes that third party's intellectual property rights. That indemnity is reduced to the extent you caused or contributed to the loss.
- 17.8 Each party must tell the other within a reasonable time of any claim that may give rise to an indemnity, and must not settle it without the other's consent, which must not be unreasonably withheld.
- 17.9 Each indemnity is a continuing obligation, separate from the other obligations in this Agreement, and survives its ending.

18. If something goes wrong between us

- 18.1 Neither party may start court proceedings about a dispute under this Agreement, other than for urgent interlocutory relief, until it has complied with this clause.
- 18.2 The party raising the dispute must give the other written notice describing it. Within 14 days, each party must have a person with authority to settle it meet the other, in person, by telephone or by video, and try in good faith to resolve it.
- 18.3 If the dispute is not resolved within 30 days of that notice, either party may start proceedings.
- 18.4 Each party pays its own costs of complying with this clause.

19. Notices

- 19.1 Notices to you go to the email address in the Agent Details. Notices to us go to **info@heritagemelbourne.com**.
- 19.2 An emailed notice is taken to be received when it is sent, unless the sender receives a delivery failure notification.
- 19.3 Each party must keep its contact details current and tell the other promptly if they change.

20. General

- 20.1 You may not assign or transfer this Agreement without our written consent, which we will not unreasonably withhold.
- 20.2 We may assign or transfer this Agreement to a related body corporate or to someone acquiring our business, by giving you written notice. If the assignment would cause you material detriment, you may end this Agreement by written notice within 30 days of ours.
- 20.3 Except for changes made under clause 7, any variation must be in writing and signed by both parties.
- 20.4 A failure or delay in enforcing a right is not a waiver of it. A waiver must be in writing.
- 20.5 If any part of this Agreement is void, unenforceable or illegal, it is severed and the rest continues.
- 20.6 Each party consents to signing this Agreement and any variation by electronic means, and agrees that an electronic signature is as effective as a handwritten one, in accordance with the *Electronic Transactions (Victoria) Act 2000*.
- 20.7 This Agreement may be signed in counterparts.
- 20.8 Neither party is liable for failing to perform an obligation, other than an obligation to pay money, to the extent it is prevented by something beyond its reasonable control. If that continues for more than 30 days, either party may end this Agreement by written notice.
- 20.9 The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment or agency relationship between them.

21. Governing law

- 21.1 This Agreement is governed by the laws of Victoria, Australia.
- 21.2 Each party submits to the non-exclusive jurisdiction of the courts of Victoria and courts hearing appeals from them.