

Listing Content Rules

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These are the Listing Content Rules referred to in your Engagement Letter with Heritage Melbourne Pty Ltd, and they form part of your Agreement with us. They set out what a listing you submit must and must not contain. Breaching them is a breach of your Agreement, and clause 14 of the Listing Terms sets out what we may do about a listing that does not comply.

Terms defined in the Listing Terms have the same meaning in these rules.

Accuracy and the law

- Rule 1 Your Content must be accurate and must not be misleading or deceptive, and must comply with the ACL, the *Estate Agents Act 1980* (Vic) and the *Sale of Land Act 1962* (Vic).
- Rule 2 Any price or price range you publish must comply with Victoria's underquoting rules, including section 47C of the *Estate Agents Act 1980* (Vic). Where a Statement of Information is required, you must supply a current one for publication with the Listing, and you must update the advertised price and the Statement of Information whenever the law requires it. You are responsible for this; we do not check it.

Keeping listings current

- Rule 3 You must keep your Listings current, and mark a property as sold or withdraw the Listing promptly once that happens.

What you must not submit

- Rule 4 You must not submit anything unlawful, defamatory, discriminatory, or that contains malicious code.
- Rule 5 You must not list a property you are not engaged to market, create duplicate listings, or misrepresent your role in a transaction. You must not create a test listing, except one we ask you to supply for feed testing.

Images

- Rule 6 **Photographs, floorplans and other images you supply must show the property and nothing else.** They must not carry your name or portrait, your agency's name or logo, a phone number, web address or QR code, an inspection or auction time, a price, a sold, under-offer or coming-soon banner, or any other overlay, badge, border, watermark or advertisement. We may decline or remove an image that does not comply and ask you for a replacement, and we may give reasonable directions about image requirements from time to time.
- Rule 7 Images must fairly represent the property as it is. You must not use editing to conceal a defect or to create a misleading impression. Where an image is an artist's impression, a computer-generated image, a virtually staged image, or has been digitally altered in a way that would affect a reasonable viewer's understanding of the property, you must tell us, and the image must be clearly identified as such.

Putting things right

- Rule 8 If we tell you that a Listing may not comply with this Agreement or the law, you must promptly do what we reasonably direct in relation to it, including correcting it, updating it, or taking it down.