



## Advertising Sales Agreement terms and conditions – All Homes Pty Ltd

The All Homes website [www.allhomes.com.au](http://www.allhomes.com.au) is operated by All Homes Pty Ltd (ACN 093 012 652). Access to the website is subject to the terms, conditions and disclaimers provided on this web page and appearing elsewhere on the website including the Privacy Policy and any other terms and conditions agreed between the user and All Homes Pty Ltd. All Homes Pty Ltd reserves the right to modify these terms at any time at its discretion subject to any contractual arrangements with specific users.

### 1. General

1.1 Users may access and browse [www.allhomes.com.au](http://www.allhomes.com.au) ("the All Homes website") for free.

1.2 All Homes Pty Ltd offers advertising services on All Homes Share, All Homes Sale and All Homes Rental as well as banner advertising on the All Homes website (see below) for a fee. All Homes Pty Ltd also offers premium services to users for a fee. Users will be advised of the terms and conditions of a premium service prior to payment for the service.

1.3 In consideration of All Homes Pty Ltd making the website and its services available, users agree with the following terms and conditions.

1.4 All Homes Pty Ltd reserves the right to modify these terms at any time at its discretion.

### 2. Terms and Conditions for users of advertising services on All Homes Share, Sale and Rent

2.1 All Homes Share is a service offered by All Homes Pty Ltd where for a fee ("the share advertising fee") users are provided with space to publish an advertisement, including up to ten photos (no compilation photos are allowed), for a period of 45 days for a flatmate to occupy a room in a house or other dwelling. Upon the expiry of 45 days from the date of first publication of the advertisement the advertisement will be removed. Users may have the advertisement reinstated upon payment of a further share advertising fee. All Homes Pty Ltd will not suspend share listings.

2.2 All Homes Sale is a service offered by All Homes Pty Ltd whereby for a fee ("the sale advertising fee") users are provided with space to publish an advertisement, including up to twenty photos, for a sale property for a period of 9 months or until sold, whichever occurs first. Once a property has been sold, the advertiser must provide to All Homes Pty Ltd the achieved sale price. Should the property not be sold, upon the expiry of 9 months from the date of first publication of the advertisement the advertisement will be removed. Users may have the advertisement reinstated upon payment of a further sale advertising fee. All Homes Pty Ltd will not suspend sales listings.

2.3 All Homes Rental is a service offered by All Homes Pty Ltd whereby for a fee ("the rental advertising fee") users are provided with space to publish an advertisement, including up to ten photos, a rental property for a period of 4 months or until rented, whichever occurs first. Once a property has been rented, the advertiser must provide to All Homes Pty Ltd the achieved rental price. The listing will be removed two weeks from when the property is marked as rented. Should the property not be rented, upon the expiry of 4 months from the date of first publication of the advertisement the advertisement will be removed. Users may have the advertisement reinstated upon payment of a further rental advertising fee. All Homes Pty Ltd will not suspend rental listings.

2.4 Users are entitled to modify the advertisement at any time during the advertising period without charge.

2.5 The advertisement fees are for one premise only. Advertising multiple premises under one advertisement is not allowed.

2.6 You agree that All Homes may, and you give consent to allow All Homes to, publish your listing and/or advertisement on other websites owned and/or operated by Domain Holdings Australia Limited and/or its related bodies corporate. The publication of any such listing and/or advertisement will be subject to the Domain's advertising terms and conditions which can be found at <https://www.domain.com.au/group/terms-and-conditions/>.

### 3. Terms and Conditions for Banner Advertising

3.1 The positioning and frequency (impressions) of banner advertisements will be as agreed between All Homes and the advertiser in the Advertising Agreement.

3.2 Electronic files or information required to be given by the advertiser to All Homes for the purpose of publishing an advertisement must be provided in accordance with the Advertising Agreement and these Terms and Conditions.

Where an advertiser fails to comply, All Homes may at its discretion:

(a) may at its discretion delay the commencement and expiry date in the Advertising Agreement; or

(b) terminate the agreement;

(c) refuse to publish the advertisement.

3.3 All Homes measures the frequency (impressions) of banner advertisements through its ad-serving systems. You agree to be bound by the results of All Homes ad-serving systems. All Homes will not accept results from any



advertiser or third party ad-servers for the purposes of assessing frequency under the agreement between the advertiser and All Homes.

3.4 If the advertiser fails to pay, in accordance with the Advertising Agreement, for the advertising services provided by All Homes, All Homes may:

- (a) terminate the agreement with the advertiser and remove the advertisement from the All Homes website;
- (b) terminate any agreements with the advertiser for other advertising not yet published.

#### 4. General Terms and Conditions - Advertisement

4.1 All Homes will use its reasonable endeavours to publish advertisement or other content in a format, location, and configuration made with individual advertisers.

4.2 Advertisers grant to All Homes Pty Ltd a royalty free licence to use, reproduce, modify and adapt any content or advertisement for the purposes of publishing their advertisement on the website.

4.3 The provision by All Homes of a quote or proposal does not constitute an agreement to publish. An agreement will be formed only when All Homes accepts the advertisement in writing or generates a tax invoice for the advertisement.

4.4 In submitting an advertisement or content to All Homes Pty Ltd for publication on the website, users:

- (a) are responsible for the content of any advertisement they submit for publication on the website;
- (b) warrant that the user is authorised to use the content for the purposes of advertising;
- (c) warrant that the user's use of the content or advertisement does not infringe any third party rights, including intellectual property rights;
- (d) warrant that the user is at least 18 years of age;
- (e) warrant that any advertising complies with all relevant laws and regulations and that the publication of the advertisement will not give rise to any claims or liabilities against All Homes or its officers, employee, contractors and agents;
- (f) acknowledge that the user has not relied on any representation made by or on behalf of All Homes in connection with any advertisement other than the representations made expressly in writing by All Homes;
- (g) acknowledge there has been no reliance on any representation made by or on behalf of All Homes in connection with the advertisement other than representations made expressly in writing;
- (h) agree that All Homes is in no way liable to the user for any loss or damage incurred by the user in relation to these Terms and Conditions and the publication of an advertisement on the All Homes website including but not limited to a loss of profits, revenue or business opportunity;
- (i) agree that All Homes may at its discretion include additional features or inclusions such as third party advertisements.

4.5 Advertisements that are obscene, defamatory, offensive, contrary to law, or unnecessary to the proper advertising of properties will be permanently removed at the discretion of All Homes Pty Ltd from the site and fees paid in respect of such material will not be refunded.

4.6 In submitting an advertisement or content to All Homes Pty Ltd for publication on the All Homes website, users indemnify All Homes Pty Ltd, its officers, employees and agents, against all liabilities, claims, demands, damages, costs and penalties suffered by All Homes Pty Ltd as a result of the publication of the advertisement or the user's breach of these Terms and Conditions.

4.7 An advertiser must not assign any of its rights under its agreement with All Homes or re-sell its advertising space to another party or place advertisements on behalf of third party advertisers by promoting or otherwise notifying readers as to the goods or services of the third party advertiser.

4.8 All Homes Pty Ltd will provide refunds to users who have been charged for publication of an advertisement where as a result of an error by the officers, employees or agents of All Homes Pty Ltd, the user has been charged an incorrect amount. All Homes Pty Ltd will provide refunds in other circumstances at its sole discretion.

4.9 Unless otherwise agreed, All Homes Pty Ltd will not provide refunds to users in the following circumstances:

- (a) the user wishes to remove the advertisement prior to the end of the advertising period for any reason;
- (b) the advertisement is removed by All Homes Pty Ltd in accordance with the terms and conditions;
- (c) the website or any part thereof is temporarily unavailable to the user or to other users; or
- (d) the user has submitted the wrong information to All Homes Pty Ltd for publication.

4.10 Any request for a refund can be made by contacting All Homes Pty Ltd's office manager on 1300 ALL HOMES (1300 255 466) or by e-mail on [support@allhomes.com.au](mailto:support@allhomes.com.au).

#### 5. Terms and Conditions for users of Property Alerts

5.1 By signing up to the Property Alerts service a user will receive notification via their nominated email address of new individual properties that match entered search criteria.



5.2 A Property Alerts subscription allows a user to setup a maximum of 1 for-sale search and 1 for-rent search. Property Alert subscriptions last for 4 months after which they are deleted. Should a user wish to cancel their subscription prior to this time, they can do so by following instructions in the notification email.

5.3 By signing up to the Property Alerts service a user will receive notification via their nominated email address of new individual properties that match entered search criteria.

5.4 Property Alerts subscription allows a user to setup a maximum of 20 for-sale searches and 20 for-rent searches. A user can stop, start or edit email notifications and search preferences at any time by logging into their My allhomes account. Should a user wish to cancel their subscription they can do so by deleting saved searches via their My allhomes account.

5.5 All Homes Pty Ltd reserves the right to cease providing the Property Alerts service or refuse to supply the Property Alerts service to a user at any time if All Homes Pty Ltd reasonably believes that the user is using or is likely to use the information provided for a commercial purpose.

## 6. Terms and Conditions for users of the Agent's Portal

6.1 By entering into a written membership agreement with All Homes Pty Ltd a user will receive access to the agents portal and will be provided with a user id and password for each employee, officer and agent nominated by the user.

6.2 Users must take all reasonable steps to ensure the user ids and passwords issued to the user and its employees, officers and agents remain confidential and secure at all times.

6.3 Users accept liability for any unauthorised use of any user id or password issued to the user and its employees, officers and agents except where that unauthorised use results from negligence or fraud on the part of All Homes Pty Ltd or its employees, officers and agents.

## 7. General Terms and Conditions for All Users / Advertisers

7.1 You agree that you will not:

(a) use any information on the public All Homes website for a commercial purpose;

(b) use any software or automated process to access or copy data from the public All Homes website to populate a database of properties or to compete with All Homes Pty Ltd in any way.

7.2 All Homes Pty Ltd does not warrant that the website or any of its content will be available on a secure, virus free, continuous, error free, uninterrupted basis, or will meet your requirements or will be free from external intruders, worm attacks, denial of service attacks, or persons having unauthorised access to the services.

7.3 All Homes is not liable if it is unable to receive or publish an advertisement or content due to a failure of internet or telecommunications services or systems.

7.4 All Homes Pty Ltd, to the extent permitted by law, shall be under no liability to you in respect of any loss or damage (including indirect or consequential loss or damage) of any kind including loss of business, contracts, revenue, loss of profits, failure to realise profits or any other economic loss which may be suffered or incurred or which may arise directly or indirectly in respect of services supplied by All Homes Pty Ltd. Where a term is implied by law cannot be excluded or modified All Homes Pty Ltd may at its option supply the service again or pay the cost of supplying the service again. All Homes Pty Ltd liability for any claim arising in connection with services shall be limited to the charges paid by you in respect of the services that are the subject of the claim and provided that you notify us within 12 months of the claim arising.

7.5 Information on this website is supplied in large part by third parties. While All Homes Pty Ltd attempts to supply a quality service and publishes information in good faith:

(a) All Homes Pty Ltd and information providers, including Commonwealth, State and Territory governments, provide no guarantees, undertakings or warranties regarding the correctness, comprehensiveness or up-to-dateness of information, or its fitness for any user purpose;

(b) circumstances changed post-publication can alter information accuracy, and All Homes Pty Ltd does not assure the information accuracy or guidance therein contained;

(c) websites linked to from this website are not controlled by All Homes Pty Ltd - users must decide for themselves the correctness, comprehensiveness, trustworthiness and up-to-dateness of information therein contained;

(d) All Homes Pty Ltd gives no express or implied warranty including, without limitation, warranties of merchantability or fitness for purpose, arising from a course of dealing, usage or trade practice, with respect to goods or services provided in connection with the website.

7.6 The owners of the data (including the State, Territory and Commonwealth Governments of Australia) disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damages) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason.

7.7 All Homes Pty Ltd relies on data provided by Commonwealth, State and Territory governments to produce historic sales and rental data.



7.8 In accessing information on this website all users agree that, with regard to information or data which is provided by the ACT, NSW, Tasmania or departments or agencies thereof, they will not:

- (a) use the information or data to create advertising matter enabling the identification of an individual as holding, or having held, an interest in land identified in the information or data;
- (b) sell, assign, transfer, sublicense, disclose or otherwise provide the information or data to any other person;
- (c) use the information or data other than for their own internal purposes;
- (d) alter the format, meaning or substance of any of the information or data; or
- (e) remove any notice in relation to ownership or source of any of the information or data.

7.9 ACT Data:

Territory Data is information supplied by the Australian Capital Territory Government (ACT Government) regarding ACT property sales. Territory Data comprises the information categories below:

- (a) Transfer Dates
- (b) Sales prices
- (c) Sales Data
- (d) Block areas
- (e) Division/Names
- (f) Section & Block or Unit numbers
- (g) Street Addresses
- (h) Volumes and Folios
- (i) Lease purpose codes

Territory Data is the property of the ACT. No part of it may in any form or by any means be reproduced, stored in a retrieval system or transmitted without express written permission. Enquiries regarding Territory Data should be sent to:

Director-General  
Planning and Land Authority  
Environment and Planning Directorate  
GPO Box 1908  
CANBERRA ACT 2601

"Sales Data" is based on dealings registered with the ACT Justice and Community Safety Directorate Registrar-General's Office, Land Titles Section ("the Land Titles Section"). Accordingly,

- (a) The Sales Data is based on transfers of Crown/Unit Leases registered with the Land Titles Section during the period the Sales Data refers to;
- (b) The date transfer documents were registered at the Land Titles Section is the "Date of Transfer";
- (c) Sometimes dealings lodged at the Land Titles Section do not progress to registration;
- (d) All lease transfers data is captured, but transactions requiring new leases to be issued are not included;
- (e) The date of agreement for sale registered on the transfer form lodged at the Land Titles Section is the "Sales Date";
- (f) Transfers registered with a nil sale price occur when the transaction is:
  - (i) For "natural love and affection", and can be for either one tenant's estate and interest or the whole of the land; or
  - (ii) Pursuant to an agreement or court order under the Family Law Act 1975.
- (g) "Lease Purpose Codes" are indicative only of the permissible use listed first in the purpose clause of the lease document - they should not be used for any planning or legal objective.
- (h) ACT properties bordering multiple streets are assigned street addresses on each street the property abuts. The Data only lists a property's first available address.

The ACT does not warrant or undertake any responsibility as to the accuracy, quality, performance, merchantability or fitness for purpose of information and details contained in Territory Data, and all such warranties or undertakings are hereby excluded.

7.10 NSW Data.

The website contains property sales information provided under licence from the Department of Finance and Services, Land and Property Information, combined with additional sales information, property attribute data, and photographs sourced from All Homes Pty Ltd. All Homes Pty Ltd is authorised as a Property Sales Information provider of the Department of Finance and Services, Land and Property Information. Property Sales Information comprises the information categories below:

- Property names, unit numbers



- Street addresses
- Sales data
- Sales prices
- Zoning and land use data
- Transfer data

Property Sales Information is the property of either the Department of Finance and Services, Land and Property Information or the State of NSW. No part of it may, in any form or by any means, be reproduced, stored in a retrieval system or transmitted without express written permission.

Property Sales Information has been acquired from various services and is recorded and stored at different levels of reliability and may contain errors.

The Department of Finance and Services, Land and Property Information and the State of NSW do not warrant, make any representation or undertake any responsibility in relation to the accuracy, reliability, completeness or fitness for a particular purpose of the Property Sales Information and all such warranties, representations or undertakings are hereby excluded.

The Department of Finance and Services, Land and Property Information and the State of NSW are not liable for any loss or damage, whether in contract or tort (including negligence) or otherwise arising from the use, performance, or unavailability of or any defect, error or inaccuracy in the Property Sales Information or any claim for infringement of intellectual property rights.

#### 7.11 Tasmanian Data.

The products offered on the website use and incorporate data the copyright ownership of which is vested in the Crown in Right of Tasmania. The data has been used in the product with the permission of the Crown in Right of Tasmania. The Crown in right of Tasmania and its employees and agents (a) give no warranty regarding the data's accuracy, completeness, currency or suitability for any particular purpose; and (b) do not accept liability howsoever arising, including, but not limited to negligence for any loss resulting from the use or reliance upon the data. Base data may be obtained from LIST Crown in Right of Tasmania <http://www.thelist.tas.gov.au>.

#### 7.12 Commonwealth Data.

The Commonwealth of Australia owns Copyright of ABS data. It is used by All Homes Pty Ltd with permission.

#### 7.13 PSMA Data.

All Homes Pty Ltd uses CadLite, G-NAF and Points of Interest data under license from PSMA Australia Limited.

While every care is taken to ensure the accuracy of the data within this product, the owners of the data (including the State, Territory and Commonwealth Governments of Australia) do not make any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and, to the extent permitted by law, the owners of the data disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damages) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason.