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Address: PO Box 4053, East Gosford NSW 2250

Real Estate Academy Terms & Conditions

Purchase Agreement Terms and Conditions

When you agree to purchase from Real Estate Academy (Australia) Pty Ltd ("REA"), you enter into a binding contract with us, and you accept that you will be bound by the terms and conditions contained in this contract. Our refund policies differ from product to product and your purchase may fall under one or more refund policies.

1. This purchase agreement forms the entire agreement between you and REA. You agree to these terms and conditions once your order is accepted and confirmed.
2. All prices include GST.
3. REA reserves the right to change the terms and conditions on this site or on our invoice without notice to you. You will be bound by the terms and conditions operating at the time you purchased your products and services from us.
4. Title in the products purchased by you remains with us until you pay for the products in full, after which title in the products purchased will pass to you.
5. When we receive an order for products either through our website or by phone we will confirm the order and your payment before we release the products to you.
6. Access to the REA website is provided by your internet service provider. We will not be liable for failure of connectivity to our website by your internet service provider.
7. REA will make all reasonable efforts to ensure that information on the website is accurate and correct at the time it is viewed, however we make no representation as to the accuracy of the information and you must rely on your own enquiries. REA is not liable for any errors or omissions contained on the website.
8. REA will dispatch to you the products you ordered within 7 days of receipt of payment for those products. If the products you ordered are not in stock or in store at the time your order is confirmed we will deliver those items as a priority once they are in our possession.
9. REA may provide and advertise payment plans for certain products when ordered either online or over the phone. Unless you have authority from us to pay by this method you must pay the total price up front before we confirm your order and dispatch your products.
10. If you pay by credit card you agree for REA to debit your credit card for each instalment until payment is made in full.
11. If REA attempts to debit your card and you have insufficient funds to pay the instalments, we may at our discretion ask you to do one or more of the following things:
 - a. pay the instalment by cash or cheque or by direct transfer
 - b. pay any charges or fees for dishonoured cheques or administration costs as charged to REA for the default in instalment payments;
 - c. withdraw your pay by instalment plan rendering the outstanding balance immediately due and payable.
12. REA reserves its rights to commence proceedings against you by way of claim in a Court or otherwise to recover any outstanding debt after 28 days of your failure to pay to us an overdue amount.
13. REA may report you to a credit reporting agency if you make a default in payment of products.
14. If you default in payment of your account REA may charge you interest calculated daily at the rate of 9% per annum on the balance outstanding on your account from the date payment was due until payment in full is received.
15. If you default in payment/s to REA and we commence recovery action against you we will also seek costs for administration, legal and other expenses we incur as a result of the recovery action on an indemnity basis.
16. This purchase agreement shall be governed by the law of the State of New South Wales.

Refund policies for general use products and services:

1. You may refund or exchange your products where those products are found to be faulty and REA or the manufacturer are the cause of the fault otherwise we will not provide a refund.
2. If you wish to return items pursuant to point 1 above please contact REA on 1300 367 412 for an authority to return the items. If you return any items without our consent you will not receive a refund until it is authorised by REA.

Refund Policy for specialty products and services:

REA offers its clients niche products and services which sets REA apart from its competitors. These special types of products and services consist of goods supplied and services supplied to you at your office or at a conference/seminar. You confirm you understand that the payment for these special type products and services are made in accordance with the following policies:

A. Online Training:

These products and services are non-refundable due to their non-refundable nature. Full payment for the purchase of on-line training products must be made in full prior to delivery.

B. Audio Training and Software:

These products and services are non-refundable due to their non-returnable nature. Full payment for the purchase of our Audio Training products must be made prior to delivery. Once we have received full payment the product/s will be mailed to your preferred address. Please ensure that your correct contact details and shipping address details are provided to REA.

C. Public Events

All seminar and conference bookings and reservations will be confirmed once payment is received by REA. Please ensure that your correct contact details and address details are provided to REA. Should you cancel or re-schedule your seminar seat more than 7 days prior to an event you are entitled to a credit with REA for that amount paid for that event (membership complimentary bookings excluded). This credit can be used towards any other REA product or service. If you cancel or re-schedule your seminar seat less than 7 days prior to the event, a cancellation fee of \$90.00 per person, per day of the event is payable (ie 2 day event, \$180 p.p). The cancellation fee will be deducted from the amount already paid or it will be added to your outstanding balance, which is payable no less than 7 days of the re-scheduled event. For all REA complimentary member bookings, where event tickets are cancelled within 7 days of event, a cancellation fee of \$90.00 per person, per day of the event is payable (ie 2 day event, \$180 p.p) and will be invoiced directly to REA Member. Cancellation rules apply for failure to appear at scheduled at event.

All refunds given in the form of credit, less any cancellation fees, and can be used on any other REA product or service. All cancellations must be in writing and forwarded to REA by email to accounts@realestateacademy.com.au or SMS your name and the event name to 0416 907 171.

In the event you are unable to attend your designated event, you may nominate a colleague or employee to attend the event on your behalf. Your nominee must be authorised by you. Complimentary Level 1 Membership bookings excluded, please refer to membership Terms & Conditions.

D. Consulting Seminars and Onsite Software Training:

These seminars require your attendance to scheduled venues or attendance by REA at your premises for the purposes of training you. Once REA has received a minimum of fifty percent (50%) deposit of the full purchase price of a seminar we will then schedule your seminar. The remaining fifty percent (50%) of the purchase price is payable no less than 21 days prior to the scheduled seminar.

After the initial deposit is paid and no less than 21 days prior to the seminar you are entitled to cancel or reschedule the seminar. Should you cancel

your seminar during this time you are entitled to a credit with REA for the amount of your deposit. If you cancel or reschedule your seminar less than 21 days prior to your seminar a cancellation fee of \$200.00 is payable along with any other travel expenses incurred by REA at date of cancellation and these fees will be deducted from your deposit in the case of a cancellation or is added to your outstanding balance which is payable no less than 21 days of the rescheduled seminar. All refunds are given in the form of credit with REA to the value of your payment less any fees. All cancellations must be in writing and forwarded to REA by email to accounts@realestateacademy.com.au or SMS your name and the event name to 0416 907 171. In the event you are unable to attend your designated Event, you may nominate a colleague or employee to attend the event on your behalf. Your nominee must be authorised by you.

E. Multi User Software Installations:

A fifty percent (50%) deposit is payable immediately upon purchase of any of our multi – user software products. The outstanding balance is payable immediately upon installation of the product. The full purchase price must be paid and the account finalised on installation.

These products and services are non-refundable due to their non-returnable nature. All Software Products offered by REA are available for trial and evaluation prior to purchasing. We encourage you to thoroughly test the software you intend on purchasing to determine whether it is suitable for you.

F. Where applicable, all credit provided by REA must be used within 12 months of credit issued.

Refunds due to cancellations by REA:

REA reserves the right to cancel, postpone or reschedule your seminar and/or the venue by way of notifying you in writing with the details of the amended schedule times and venue, and if this occurs you agree:

1. to waive all your rights (including negligence), to the extent permitted by law, in respect of any loss or damage (including any claim under common law) suffered from or in connection with or as a result of the change in seminar or venue; and
2. you waive any right you have under common law or statute and agree not to make a claim against REA or its associates, affiliates employees or directors for a refund of monies paid.

In the event that REA cancels a seminar and fails to reschedule the cancelled seminar we will refund to you any monies you paid for the cancelled seminar within 10 days of providing you written notice of the cancellation. We will not pay you additional monies for any claim for loss or damage suffered by you as a result of a cancellation. Please refer to the terms under Limitation of Liability.

Web Books Confidentiality:

Each party shall treat all information received from the other party and designated as confidential ("Confidential Information") as a trade secret and strictly confidential. Web Books designates the Software, all information relating to the Software, the Materials and the terms of this Agreement as confidential.

Both parties shall:

- (i) restrict disclosure of Confidential Information to its employees and agents solely on a "need to know" basis;
- (ii) advise its employees and agents of their confidentiality obligations;
- (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and
- (iv) notify the other of any unauthorised possession or use of that party's Confidential Information as soon as possible upon receiving notice of same.

Neither party shall be obligated to preserve the confidentiality of any information which:

- (i) was previously known;
- (ii) is a matter of public knowledge;
- (iii) was or is independently developed;
- (iv) is released for disclosure with written consent; or
- (v) is received from a third party to whom the information was disclosed without restriction.

Disclosure of Confidential Information shall not be precluded if the disclosure is:

- (i) required by law; or
- (ii) is in response to a valid order of Australian court or other governmental body, provided the receiving party gives written notice to the providing party and makes a reasonable effort to obtain a protective order requiring the information disclosed be used only for the purpose set forth in the original order.

Unless expressly advised otherwise by the client, REA & associated creators of Web Books tools reserve the right to display or promote samples of material produced within printed and online portfolios.

Other Policies:

For our General policies, policies on Privacy, Intellectual Property and Liability please see our website at www.realestateacademy.com.au. Where applicable our policies form part of the purchase agreement.