

About our agreement with you

1. Background details

We're looking forward to working with you

Through our various Services we help you buy or sell your property on terms that work for you.

This document sets out how we deliver our Services to you (**Terms**).

- **Prop Culture, we, or us** means RobbieT Property Pty Ltd trading as *Prop Culture* ABN 84 631 084 529.
- **Client, you, or your** means the clever person or business who buys Services from us, as set out in an agreed Engagement Letter.

Our agreement with you

Our agreement with you is set out in:

- our agreed Engagement Letter,
- these **Terms**, and
- an agreed **Plan of Attack** (if applicable).

Together, these make up our agreement with you about how we will work together (**Agreement**).

If there is conflict between the various parts of this Agreement, the document listed higher takes priority to the extent of any inconsistency.

2. Licensed estate agents

Prop Culture's director is a licensed estate agent who is authorised to act for others in selling, buying, renting, or management of property.

*Whenever you work with someone in real estate, it is a good idea to confirm they are a **licensed** estate agent by checking the public register on the Consumer Affairs Victoria website: [Public register of licensed estate agents](#).*

3. Together for the Authority Period

We work together for the Authority Period set out in our agreed Engagement Letter with you.

We can agree in writing to extend the Authority Period.

4. Services we'll deliver

In the Authority Period, we'll deliver our Services:

- With reasonable care and skill,
- In line with your reasonable instructions, and our Agreement with you, and
- In line with the professional standards of the real estate industry.

We do great things, but we don't do it all.

We agree to act as your agent in our capacity as a licensed real estate agent only.

- Services we do not provide include:

investment advice, property valuation services, financial services or advice, legal services or advice, tax planning or advice, formal inspection or testing of appliances and chattels for properties any other services not listed as included in our Engagement Letter with you.

- We will not sign a Contract of Sale or bid on your behalf unless you sign a valid power or attorney or similar authority to our satisfaction.

How we'll work together

5. Our dream team

We have a great team behind us

We delegate parts of our Services to our team and contractors (some of whom may be overseas).

- If illness or other situation beyond our control stop us from attending a specific Meeting or delivering parts of our

Engagement with you, we will make a good faith attempt to either:

- Reschedule a Meeting for another mutually agreed time, or
- Swap in another awesome qualified team member or contractor.

6. Your dream team

Teams of two (or more!)

We take instructions from anyone named in the Engagement Letter as a Client or agreed in writing by a Client as someone able to give valid instructions.

For example, if during an auction, one Client gives authority to place a higher auction bid than previously discussed, we are entitled to take that as a valid instruction from all Clients in the Engagement Letter.

Your team of helpers

If you ask, we'll introduce you to other businesses to help you on your property journey (such as legal services, a conveyancer, a building inspector, etc).

- You're ultimately responsible for the people you hire (even if we make an introduction)
- You need to assess and decide which people are right for you and your property journey.
- We do not get financial incentives from anyone we may refer you.

7. Your obligations

When we work together, in addition to you make the following promises to us:

- You have your deposit ready and current loan pre-approval (or you don't need a loan).

This helps us act quickly to try and secure your property ahead of the competition.

- You understand you are ultimately responsible for assessing the suitability of all property and for your instructions to us on negotiations.

- You'll pay third party costs such as building inspections, pest inspections and valuations.
- You'll get independent advice to confirm your budget, tax implications, and other circumstances and advice regarding any Contract of Sale and Section 32 statement.

We're not legal or financial advisors, so we recommend you speak to your own advisors for assistance.

- If you're not an Australian citizen or permanent resident, you understand you need approval from the Foreign Investment Review board.

Payment and Fees

8. Fees for our Services

We discussed and agreed the Fee you will pay us for our Services in our agreed Engagement Letter.

s49A(1)(c) Estate Agents Act (Vic) 1980 states this Fee is negotiable.

- If you ask us to do extra Services outside the Engagement Letter, or if third party costs crop up, we may charge you separately.

9. Payment terms

You must pay for our Services in the amount and frequency set out in your Engagement Letter.

Engagement Fee

Engagement Fee is due around the time of signing the Engagement Letter.

- The Engagement Fee books you in our calendar, allows us to share Resources with you, and means we start delivering Services.
- Because of the Services as part of onboarding and during the Authority Period, the Engagement Fee is generally non-refundable.

*See the **Changes** section for more details.*

Success Fee

If a Success Fee is listed in your Engagement Letter, you must pay the Success Fee if:

- During the Authority Period you enter into a Contract of Sale, or
- Within 6 months from the end of the Authority Period or this Agreement you enter a Contract of Sale for a property we introduced to you.

When is the Success Fee payable?

- The Success Fee is due within 7 days of a Contract of Sale going **Unconditional**.

We'll send you invoices

We'll send you a tax invoice for our Fees, which you must pay by the due date.

- You will also need to pay GST if it applies.

10. Late payments and failure to pay

If you don't pay our Fees by the due date in an invoice, we will first send you a reminder.

If you don't pay after the reminder, we may:

- Charge you a reasonable fee to cover administrative and operational costs of your late payment and our need to chase you up (currently \$100),
- Remove or reduce any discounts we previously applied to your Fees,
- Suspend Services and withhold access to our Resources until you do pay.

After sending a reminder, we may also charge interest at a rate of 1% above the Reserve Bank of Australia's daily cash rate on any unpaid portion of our Fees from the due date until the Fees are paid in full. This interest will accrue daily and compound monthly.

Third party costs

If there are costs you need to pay to third parties in order to move your property journey forward:

- We may send you the details for you to pay the third party costs directly, or
- If you agree, we'll pay the third party costs directly then send you receipt and request reimbursement.

For example, third party costs may include pest reports, conveyancing, valuation report, building inspection.

11. Rebates statement

We do not get kick backs or rebates

Under this Agreement Prop Culture does not and is not likely to, receive any rebates.

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.

Complaints about commissions or outgoings

You can make a complaint about commissions or outgoings to the Director of Consumer Affairs Victoria:

GPO Box 4567, Melbourne VIC 3001 or call 1300 73 70 30.

Unless there are exceptional circumstances, Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the agent has taken the amount in dispute, whichever is later.

12. Payments to employees

We may share Fees with an employee who is an estate agent or agent's representative of us.

Changes policy

13. Rescoping Engagements

Engagement – Extension

If you'd like to extend beyond the initial Authority Period, we may charge additional Fees.

- All rescheduling and extensions are subject to our availability.

Engagement – On hold

If specified in your Engagement Letter, you may be able to pause the Engagement.

14. Ghosting policy

If you don't complete an action, give information on time, or if you cancel or postpone Sessions, then we may need to pause the Engagement.

Ghosting means we don't hear from you for 14 days after reasonable attempts to communicate with you.

- If during the Authority Period, we don't hear from you for 14 days, we may freeze

your Engagement so we're no longer actively supporting you.

If after 45 days we still haven't heard from you:

- We consider you have decided to end the Engagement and our Agreement with you, and
- We'll deliver any current materials we have completed for your Engagement so far, and
- We'll send you an invoice for any outstanding Fees.

Information and IP

15. Using our Resources

As part of the Services we supply, we may include access to some of our own Resources.

- We own or license the Intellectual Property rights in our Resources.
- We grant you a **limited license** to use our IP in our Resources to the extent needed for you to use a Service you buy from us.

For example, if we work with you to create a buying strategy for a property, you can use that buying strategy for your own personal use (as long as you pay us!) and we own the frameworks used to create the strategy.

- Some Resources are only available on a limited or single-use basis.

Treat our Resources kindly

Unless we give you permission in your Engagement Letter, you must not copy or create derivative works or re-sell or claim ownership to our Resources.

- If you misuse our Resources, as well as being pretty unimpressed with you, we may take action to protect our rights without further notice to you.

Want to use our incredible Resources? If you want permission to use our Resources, let's have a chat.

16. Protecting personal information

We handle information you give us in line with our Privacy Policy, available from our Website.

- You agree that we may contact you for marketing purposes and for feedback to improve the way we work. You can opt out of marketing communications from us.

17. Protecting Confidential Information

We both agree Confidential Information is commercially sensitive and valuable, so that unauthorised disclosure or use of the other's Confidential Information could cause damage.

- Confidential Information can only be used for the purpose of this Agreement (*i.e. buying, supplying, or marketing our Services*).
- Neither of us can use or disclose the other's Confidential Information for a purpose not allowed under the Terms without express written consent from the other.

18. Content and testimonials

If you give feedback in a **public** forum, you give us permission to use that content and information publicly.

For example, we may take a screenshot of a positive Google review or Instagram story and use it to promote Prop Culture.

- If you send private feedback, you give us permission to use that content anonymously on our Websites. We won't attach **private** feedback to you by name without getting your permission first.
- If you give permission and later change your mind, let us know and we'll make reasonable efforts to remove it.

Results and expectations

19. Results from our Services

Your results depend on different factors

As much as we'd love to promise ideal property outcomes, the results you experience depend on many different factors including:

- current property trends, interest rates, real estate regulations, government incentives,
- your own budget and understanding of the criteria you want for your property,
- your Plan of Attack criteria
- accuracy and completeness of information you provide us, and other factors.

For example, if you want the perfect family home that's high growth, close to schools, lots of land, near the city, and potential for re-development, then your chances of "success" may be dependent on your budget limits.

20. We use reasonable care + skill

We use **reasonable care** and **skill** to deliver Services to you, however you agree that:

- We cannot promise our Services or Resources will be continuously available or fault free,
- If things outside our reasonable control impact our ability to deliver our Services, you agree we're not responsible for impacts on you as a result, and
- We deliver our Services and Resources in good faith, based on information you give us, and you're responsible for your use of our Services.

For example, if you don't get back to us promptly to confirm budget changes, so we're not able to secure a property or if you delay in confirming your Plan of Attack criteria so we have less time during the Authority Period to find properties, we're not responsible for those outcomes.

21. Paying for losses + limiting liability

Paying us if you cause us loss

To the extent allowed by law, if you:

- Give us inaccurate or misleading information,

- You breach laws or regulations that apply, or

- You misuse our Services or our Resource,

then you must pay us for costs we incur that are caused or contributed to by you:

For example, if you give us details of your ideal property and you get details incorrect, we're not required to double check your information and we're not responsible for the outcomes, such as less impactful recommendations for potential properties or the need for further Fees.

Limiting our liability to you

Nothing in these Terms restricts consumer laws that may apply to your purchase of our Services.

- To the extent allowed by law, we **exclude** all liability for claims by you or a third party for all forms of loss or damage, including loss or inaccuracy of data or loss of profits or income.
- Unless we cause loss with our negligence or wilful misconduct, we are not responsible for any loss caused by your use of our Services (or any inability to use a Service).

If we can't exclude liability, our total liability to you is limited to us re-supplying the relevant Service to you or, if applicable, paying to you the cost of re-supplying the relevant Services.

Resolving issues

22. Let us know if you have an issue

We'll work together to resolve disputes

If a dispute crops up under these Terms, we both agree to act reasonably to resolve it.

- If you are a consumer, you have specific rights when you buy our Services (see accc.gov.au and [Consumer Affairs Victoria](#)), and these Terms do not replace legal rights you have under law
- If you have an issue with our Services, you'll need to work with us so we can help resolve the issue.

- Contact us via email with relevant information so we can help.
- We confirm we received your complaint within 5 business days and we'll aim to respond to your complaint within 14 days.
- If we can't resolve your issue after this, we will be in touch to set out some proposed next steps.

Issues with commissions or outgoings

You can make a complaint about commissions or outgoings to the Director of Consumer Affairs Victoria:

- GPO Box 4567, Melbourne VIC 3001 or 1300 73 70 30.

*Unless there are exceptional circumstances, Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute **within 28 days** of the client receiving an account for or notice that the agent has taken the amount in dispute, whichever is later.*

23. Delays

Things outside our reasonable control

Neither of us are liable to the other for a delay or failure to perform obligations in this Agreement caused by circumstances outside of reasonable control, other than the payment of money.

- If we become aware of anything likely to result in a material delay in or failure to perform any Services, we will let you know promptly.

Ending this Agreement

24. Ending for convenience

Either you or Prop Culture can end this Agreement on 14 days written notice to the other.

- If you need to or decide to end the Engagement early during the Authority Period (or if we end an Engagement because of your actions), because we block out our time to help you with your Engagement, you're generally not entitled to a refund.

If you end the Agreement during the Authority Period, see our [Changes policy](#) for details.

25. We might end this Agreement

We try to discuss issues with you first, but we may suspend Services or end this Agreement **at once** if:

- You do not pay us undisputed Fees after we have given you reasonable notice to pay, **or**
- You're in breach of this Agreement and either you can't fix that breach, or you don't fix the breach after we give you a reasonable time to fix the breach, **or**
- You fail to give us instructions or complete your obligations within a reasonable time, **or**
- We reasonably consider mutual trust and confidence no longer exist in our relationship with you, or your behaviour is likely to damage our reputation.

26. Actions after termination

If we end or suspend an Engagement because of your behaviour or breach of the Terms:

- You must pay for Services received up until the Agreement ends.
- You are no longer allowed to use our Resources included with our Services.

General details

27. General agreement details

Variations to our Agreement

Any changes to our Engagement and Agreement with you must be agreed in writing by both of us.

Transferring this Agreement

We may assign, subcontract, or transfer some or all our rights or obligations in this Agreement.

- Our Services are personal to you and your needs and so you cannot assign, subcontract, or transfer your rights or

obligations under this Agreement without our consent.

Survival

Some rights and obligations under our agreement with you remain in force after these Terms expire or end. These include the rights and obligations under the following sections:

- Paying for losses + limiting liability,
- Actions after termination,
- All obligations of confidentiality.

Other general details

Invalid parts severed: If a court of law decides one or more parts of our Agreement with you is invalid, only those parts are severed from the Agreement and other parts remain in full force and effect.

No waiver: Delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.

Force Majeure: Neither party is liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

Full agreement: This agreement outlines the full agreement between us for the Services.

Governing law: This Agreement is governed by the laws in force in **Victoria**, and the parties agree to submit to that jurisdiction.

28. Dictionary

Capitalised words have the following meanings:

- **Authority Period** means the set period of time during which you give us authority to act on your behalf and we will provide the specific Services in the agreed Engagement Letter.
- **Confidential Information** includes all material, IP, non-public, business-related information disclosed or made available to the receiving party through any means, relating to a party's business but excludes information that, without breaching this

agreement, is already public or known to the receiving party.

- **Contract of Sale** means a contract for the purchase of a property.
- **Engagement Letter** means the document we agree with you that outlines the type of Services you buy, the length and type of Engagement, the included Resources, as well as the applicable Fees.
- **Fees** means the charges you pay us for the Services we provide, as set out in an Engagement Letter or as otherwise agreed with you.
- **Intellectual Property (IP)** means any and all of the following in any jurisdiction throughout the world: trademarks and service marks and goodwill connected with the use of them, patents, copyrights, website and internet domain names, trade secrets and confidential know-how, other intellectual property and related proprietary rights, interests, and protections. Our Resources form part of Prop Culture's Intellectual Property.
- **Meetings** means scheduled time we agree with you to spend with you on finding you a great property, such as attending an inspection with you or meeting with an agent.
- **Resources** means all tools we create, develop, or use to supply you a Service, which might include one or more of the following: access to videos, written information, audio, lessons, digital products, classes, workshops, training plans, feedback, advice, programs, content on our Website, digital products, eBooks, and / or webinars. Prop Culture always retains ownership of all our Resources.
- **Services** means the various property and real estate related services offered by us from time to time, including buyers' advocacy, vendor advocacy, property inspections, online courses, property

coaching, consulting, webinars, workshops, related Resources and other related products and services. We agree the Services we'll provide you in our Engagement Letter.

— **Unconditional** means , in relation to a Contract of Sale, that:

- A property was bought at auction, or
- There were no conditions subsequent or conditions precedent that apply, or
- All conditions (e.g. 'subject to finance' or 'subject to inspection') have been met.

— **Website** includes our site propculture.com.au, and our presence on third-party applications like [Facebook](#), and [@prop_culture](#) on [Instagram](#).