

# STANDARDS OF BUSINESS PRACTICE

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REAL ESTATE INSTITUTE OF THE  
AUSTRALIAN CAPITAL TERRITORY



REI ACT

REAL ESTATE INSTITUTE  
OF THE AUSTRALIAN CAPITAL TERRITORY



THIS PUBLICATION HAS BEEN DEVELOPED IN  
ASSOCIATION WITH THE REAL ESTATE INSTITUTE  
OF THE ACT BY CHAMBERLAINS LAW FIRM

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AUSTRALIAN CAPITAL TERRITORY



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# DESCRIPTION

THESE STANDARDS OF BUSINESS PRACTICE HAVE BEEN PREPARED BY THE REAL ESTATE INSTITUTE OF THE ACT LIMITED TO PROVIDE PROFESSIONAL STANDARDS FOR ITS MEMBERS.

These standards are divided into the following areas:

- **Introduction**
- **Part A** — General duties of Agents;
- **Part B** — Conduct in entering contractual relations;
- **Part C** — Conduct once contractual relations formed, including misleading and deceptive conduct;
- **Part D** — Conduct of auctions; and
- **Part E** — Dealing with breaches.

# INTRODUCTION

## 1. OBJECTIVE

- 1.1 The objective of the REIAC's *Standards of Business Practice* is to increase the accountability of Members in carrying on business in the real estate industry in the Australian Capital Territory.
- 1.2 The objective is to be achieved by:
  - a. Setting standards for Members in dealing with each other and with the public that surpass statutory requirements; and
  - b. Establishing principles for fair trading by Members in real estate practice.
- a. educate and train Agents employed by the Member in relation to these *Standards of Business Practice*; and
- b. ensure compliance by Agents employed by the Member in relation to these Standards of Business Practice.
- 2.3 If an Agent, who is employed by a Member that is a business entity, breaches these *Standards of Business Practice*, this will constitute a breach by the Member that is a business entity.
- 2.4 These *Standards of Business Practice* complement and are in addition to the Rules of Conduct imposed by Schedule 8 of the Act (Regulations).
- 2.5 If conflict arises between these Standards and any applicable legislation, the provisions of the legislation prevail.

## 2. APPLICATION OF THE STANDARDS

- 2.1 These *Standards of Business Practice* apply to all Members, including Agents who are employed by a Member who is a business entity.
- 2.2 A Member who is a business entity must provide these *Standards of Business Practice* to all Agents employed by that Member and take all reasonable steps to:

## 3. AVAILABILITY OF STANDARDS

- 3.1 Members must make these *Standards of Business Practice* available for inspection if requested by a client.

# PART A

## GENERAL DUTIES OF AGENTS

### 4. GENERAL CONDUCT

- 4.1 Members must conduct their dealings with all others:
  - a. According to principles of honesty and fairness;
  - b. In a way consistent with good agency practice; and
  - c. In a manner that is consistent with the public interest.
- 4.2 Members must render a skilled and conscientious service, in conformity with standards of competence that are reasonably expected in the specific real estate discipline in which the Member engages.
- 4.3 Members must take all reasonable steps to be informed regarding the essential facts that affect current market conditions so they can:
  - a. Advise their clients; and
  - b. Assist customers in a responsible and professional manner.
- 4.4 Members must not advertise properties or services without identifying the Member's office and, where applicable, the individual Member.
- 4.5 When acting for the seller of a property, Members must reasonably and objectively verify the identity of their client and the client's authority to sell.

- 4.6 A Member will have satisfied the requirement to reasonably and objectively verify the seller's identity in accordance with clause 4.5 if the Member undertakes the Identity Check Process outlined in Schedule 2.
- 4.7 Members must act with care and diligence when dealing with an absentee seller by undertaking appropriate checks of additional identification documents or comparing with existing documentation on the Member's file in circumstances where a seller:
  - a. Requests to change their address, other contact details or bank account details; or
  - b. Communicates with the Member in a way that does not reflect their usual style and standard and mode of communication in previous dealings.

### 5. RELATIONSHIP WITH REIACT

- 5.1 Members must observe REIACT's *Articles of Association*.
- 5.2 Subject only to their duty to a client, Members must be open and frank in their dealings with REIACT.
- 5.3 Members must conduct their business so as to minimise controversy and to not prejudice the reputation of REIACT.



## 6. RELATIONSHIP WITH COMPETITORS

- 6.1 Members must treat each other in a manner that does not disadvantage existing negotiations and with strict professional courtesy and integrity.
- 6.2 Members must not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

## 7. INDUCEMENTS

- 7.1 A Member Individual must not:
  - a. prior to terminating; or
  - b. after terminating,their relationship with their employer, induce clients of that employer to cancel any exclusive contractual agreement with the employer.
- 7.2 Clause 7.1 does not preclude Members from establishing agreements with their employees governing the assignability of exclusive agreements.

## 8. DISCRIMINATION

- 8.1 Members must not, in the course of their business, discriminate against a person on the grounds of their race, sex, marital status, pregnancy or any other characteristic where such discrimination is unlawful.

## 9. SUPERVISION

- 9.1 Members who are business entities must properly supervise all employees, including, but not limited to Agents, to ensure all work carried out in the business is conducted in accordance with these *Standards of Business Practice* and any applicable legislation.

## 10. EXPRESSING AN OPINION ABOUT MARKET PRICE

- 10.1 A Member may only express an opinion about the market price of a property if they have reasonable grounds for that opinion.
- 10.2 If the Member expresses an opinion about the market price of the property the Member must:
  - a. Not act as a person's agent unless they have provided the person with a written statement of the material facts that the Member has taken into account in forming that opinion; and
  - b. Tell their client immediately if the Member considers the price of the property subsequently substantially alters from that opinion.

# PART B

## CONDUCT IN ENTERING CONTRACTUAL RELATIONS

### 11. OPEN LISTINGS

- 11.1 Subject to clause 11.2, Members are free to:
- a. Enter into contractual relationships; or
  - b. Negotiate with,
- Any person not subject to an exclusive agreement with another Agent in relation to a property.
- 11.2 Members must not obligate a person to pay more than one commission except with that person's informed written consent.

### 12. 'FREE' SERVICES

- 12.1 Members may use the term 'free' and similar terms in their advertising and in other representations provided that all terms governing the availability of the offered product or service are clearly disclosed or readily available
- 12.2 Members may use the term 'free' and similar terms if they expect to receive compensation from a source other than their client provided this is clearly disclosed.
- 12.3 Members must not offer gifts or items as being 'free' when the costs are disguised or otherwise incorporated in the selling price of the property.

### 13. PRIOR INTRODUCTIONS

- 13.1 Subject to clauses 13.2 and 13.3, where a Member:
- a. Is or becomes aware that a prospective buyer has inspected a property with another Agent; and
  - b. Subsequently inspects the same property with the prospective buyer,
- The Member must take reasonable steps to establish the status of any negotiations between the Agent, the prospective buyer and the prospective seller.
- 13.2 A Member Individual is only required to comply with clause 13.1 if the Member Individual has actual knowledge of the prior introduction.
- 13.3 The Member is not required, in the absence of actual knowledge, to make any enquiries regarding prior introductions.
- 13.4 In considering what might constitute reasonable steps by the Member, the following factors are relevant:
- a. Timing of previous inspections by the buyer with another Agent;
  - b. Timing and frequency of communication or negotiations between the buyer and the other Agent;

- c. Timing and frequency of communication or negotiations between the seller and the other Agent with respect to the buyer;
- d. The other Agent having a completed enforceable appointment; and
- e. Relevant contributions of the parties to the sale.

## 14. SOLICITING

- 14.1 Subject to clause 14.2, a Member must not solicit a listing that is currently listed exclusively with another Agent.
- 14.2 The existence of an exclusive agreement does not prohibit a Member from entering into an agreement that becomes effective upon expiry of the Seller's exclusive listing with another Agent ("a future agreement").
- 14.3 If:
  - a. The client of another Agent contacts a Member; and
  - b. The Member has not directly or indirectly initiated or encouraged such contact,

The Member may:

- a. Discuss the terms of any future agreement; and/or
- b. Enter into a future agreement.

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**MEMBERS MUST  
NOT KNOWINGLY  
OR RECKLESSLY  
MAKE FALSE  
OR MISLEADING  
STATEMENTS ABOUT  
COMPETITORS**

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## 15. INTERFERING WITH ANOTHER AGENT'S APPOINTMENT

15.1 Subject to clauses 15.2 and 15.4 Members must not engage in any practice or take any action inconsistent with any legal relationship that another Agent has with a client.

In particular, Members must not:

- a. Telephone, or in any other way personally contact a property owner who the Member has identified as having exclusively listed their property with another Agent;
- b. Specifically direct written correspondence to prospective clients identified through current listings, "for sale" or "for rent" signs, or other similar sources of information.

15.2 Members are not prohibited from:

- a. Engaging in ethical business practices; or
- b. Making general announcements describing their services to prospective clients, even if some recipients who receive that announcement are in a legal relationship with another Agent.

15.3 For the purposes of subclause 15.2(b) a general announcement is a telephone canvass, mailing campaign or other form of distribution directed to all prospective clients in a given:

- a. Geographical area;
- b. Profession;
- c. Business;
- d. Club;

e. Organisation; or

f. Other group deemed general for the purpose of these *Standards of Business Practice*.

15.4 Subject to clause 15.5, Members are not prohibited from contacting a person with whom another Agent has a legal relationship if the purpose of that contact is to:

- a. Offer a different type of real estate service unrelated to the service currently provided (e.g. property management as opposed to agency); or
- b. Enter a contract to provide a service mentioned in subclause 15.4(a).

15.5 A Member must not use information received through an offer of conjunction to target the client of another Agent.

## 16. DISCLOSURE OF SERVICES TO BE PROVIDED

16.1 Members must fully disclose in writing to each prospective client with whom the Member proposes to enter into an agreement, the scope of service the Member will be providing to them.

16.2 Members are advised to seek written acknowledgement from each prospective client of the information provided under clause 16.1.

16.3 Members must disclose their role to other Agents involved in the transaction.

# PART C

## CONDUCT ONCE CONTRACTUAL RELATIONS ARE FORMED

### 17. COMPENSATION FROM MULTIPLE PARTIES

- 17.1 A Member must not accept compensation from more than one party to a transaction without the written consent of their existing client(s).
- 17.2 A Member must comply with clause 17.1 even if contrary conduct is permitted by law.

### 18. DEALINGS TO BE CONDUCTED THROUGH AGENT

- 18.1 A Member must, when conducting any dealings concerning a property, have a written agreement with the owner of the property. Dealings include, but are not limited to advertising the property and negotiating for the sale or rental of the property with a third party.
- 18.2 A Member may consent in writing to the property owner or a third party performing any action, task or dealing under the written agreement with the owner of a property.

### 19. COMMUNICATIONS ON BEHALF OF CLIENT

- 19.1 Members must not, in any communication with another person on behalf of a client:
- a. Represent that anything is true which the Member knows, or reasonably believes, is untrue; or
  - b. Make any statement that is calculated to mislead, threaten or intimidate the other person, and which grossly exceeds the legitimate assertion of the rights or entitlements of their client.

### 20. CONJUNCTIONAL SALES

- 20.1 Members may conjunct on properties with other agents, unless a client has given written instructions to the contrary.
- 20.2 Conjunctional arrangements must be evidenced in writing and specify:
- a. Amount or rate of commission; and
  - b. Percentage split,
- That would be paid if the property were to be sold at the listed or reserve price.

## **21. AGREEMENTS TO BE IN WRITING**

- 21.1 Members must ensure that agreements regarding real estate transactions are:
- a. In writing;
  - b. In clear and understandable language; and
  - c. Express the specific terms, conditions, obligations and commitments of the parties to the agreement.
- 21.2 A copy of each final agreement must be furnished to each party upon their signing or initialling, and must be dealt with in accordance with the instructions of the parties involved.

## **22. FALSE OR MISLEADING CONDUCT**

- 22.1 Members must not engage in any conduct which is misleading or deceptive or is likely to mislead or deceive.
- 22.2 Members must not make false or misleading representations about properties, including:
- a. The reasonable values of those properties;
  - b. The features of those properties; or

- c. Any other matter material to the sale, purchase or lease of the property.

- 22.3 Members must ensure a true representation of the property is provided in all advertising.
- 22.4 All representations made by a Member regarding the description of a property, including the property's features, fixtures and characteristics, must:
- a. be true; and
  - b. not amount to express or implied representations that are false.

## **23. PHOTOGRAPHIC REPRESENTATION**

- 23.1 Members must not alter or permit to be altered photographic images of properties, digitally or by other means, such that the images no longer truthfully and fairly represent that property.
- 23.2 Members must identify lifestyle photographs as such.

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**A MEMBER MUST  
NOT DISCLOSE THE  
SALE PRICE OF A  
PROPERTY IF THE  
SELLER OF THE  
PROPERTY DIRECTS  
THEM NOT TO**

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## **24. UNCONSCIONABLE CONDUCT**

- 24.1 Members must ensure they do not engage or participate in any harsh or unconscionable conduct when marketing, selling, renting or leasing properties.

## **25. PROPERTY NOT TO BE ADVERTISED WITHOUT CONSENT OF SELLER OR LESSOR**

- 25.1 A Member must not advertise a property if the owner of the property to be advertised has requested such advertising be restricted.
- 25.2 A Member must not disclose the sale price of a property if the seller of the property directs them not to.

## **26. PROPERTY CHARACTERISTICS MUST BE FULLY DISCLOSED**

- 26.1 This clause 26 supplements the disclosure requirements imposed on agents by the *Agents Act* (Regulations) and *Australian Consumer Law*.
- 26.2 Members must ensure that all their contracts with clients require open and honest disclosure by the client and the Member about all known or reasonably suspected risks associated with the property.
- 26.3 Members must, in all dealings with clients and third parties interested in purchasing or leasing the property, fully and frankly disclose:
- Any known or reasonably suspected risks associated with the property; and/or
  - Any stigmas attaching to the property.



- 26.4 For the purpose of subclause 26.3(b) stigmas include:
- Whether any major crimes have occurred at the property; and
  - Any health and safety issues, including the presence of asbestos and proximity to toxic waste.
- 26.5 In complying with their obligations under this clause 26, Members must:
- Exercise due diligence to identify the presence of asbestos;
  - Fully and frankly disclose to all parties the presence, or risk of presence, of asbestos;
  - Encourage owners to obtain risk assessments where reasonably considered appropriate; and
  - Include any risk assessment reports in any applicable contracts.
- 26.6 Clause 26.5 is not to be read to limit or otherwise affect the interpretation of any other obligations contained in this clause 26 or these *Standards of Business Practice*.
- 26.7 In determining whether a Member has exercised due diligence in accordance with subclause 25.6(a) factors including the following may be considered:
- Whether the Member familiarised themselves with the documents present on building files and contracts of sale for the property;
  - Whether the Member asked their client in their initial inspection:
  - The Age of the property;
  - The Date of any renovations; and

- Whether the client is aware of the presence of any asbestos in the property; and
- Any evidence retained by the Member of how and when the presence of asbestos was disclosed.

## 27. PROPERTY TO BE ADVERTISED AT AGREED PRICE

- 27.1 The advertised or offered price of a property must:
- Be agreed in writing by the seller or lessor; and
  - Not be unlawful.

## 28. PRICE RANGING

- 28.1 Members must ensure that the use of price range marketing does not mislead or deceive as to the:
- price at which the sellers are prepared to sell the property;
  - price at which the sellers have instructed the agent to sell the property;
  - price at which the Member believes the property will be sold for; or
  - market price of the property.
- 28.2 Members should be aware that the *Competition and Consumer Act 2010 (Cth)* requires adequate and appropriate disclosure at all times of all relevant price information.

28.3 The following conduct is likely to constitute misleading and deceptive conduct under the *Australian Consumer Law*:

- a. Advertising or quoting a price significantly less than the prices for a property listed in clause 28.1;
- b. Over-quoting the market value of the property to obtain a listing; or
- c. Under-quoting the selling price to attract a buyer.

## 29. BAIT ADVERTISING

29.1 Members must not engage in bait-advertising.

## 30. SIGNS

- 30.1 Members must comply with local government regulations regarding signs, in particular the *Public Unleased Land (Movable Signs) Code of Practice* as published by the ACT Territory and Municipal Services from time to time.
- 30.2 Having regard to these regulations, Members must not place any sign giving notice of a property for sale, rent, lease or exchange on a property without the property owner's consent.
- 30.3 Members must not interfere with another agent's sign.

## 31. PROPERTY NOT TO BE USED FOR UNLAWFUL PURPOSES

31.1 A Member must not knowingly permit any property for which they hold a management authority to be used for unlawful purposes.

## 32. TENANTS' RIGHTS TO BE RESPECTED

32.1 Members must act consistently with the law and the terms and conditions of any property management agreement, and competently manage the property of clients with due regard for the rights, safety and health of tenants and other persons lawfully on the premises.

## 33. OFFERS

- 33.1 Subject to clause 33.2, Members must immediately convey to their clients all expressions of interest and offers relating to a property whether they are written or oral.
- 33.2 Members are not required to comply with clause 33.1 if the Member has been provided with contrary written instructions by their client.

## 34. SOLD SIGNS

- 34.1 The Member who is the listing agent may claim to have 'sold' the property.
- 34.2 No other Member can claim to have "sold" the property.

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MEMBERS MUST ACT  
CONSISTENTLY WITH THE  
LAW AND THE TERMS  
AND CONDITIONS OF ANY  
PROPERTY MANAGEMENT  
AGREEMENT...

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# PART D

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## AUCTIONS

### 35. APPLICATION OF AUCTION STANDARDS TO MEMBERS

- 35.1 The following clauses relating to the conduct of auctions apply to:
- All Member Individuals who conduct an auction as auctioneer;
  - Any Member who engages an auctioneer to conduct an auction on their behalf.

### 36. ADVERTISING FOR SALE BY AUCTION

- 36.1 Members must not advertise a property as being for sale by auction unless:
- There is intended to be a genuine auction; and
  - A written auction authority form nominating a specific date for the auction has been executed by or on behalf of the seller.

### 37. TERMS AND CONDITIONS OF AUCTION

- 37.1 Members must make the terms and conditions under which the sale of the property will be undertaken available for inspection prior to the auction.
- 37.2 Members must include the residential auction conditions contained at Schedule 1 of these *Standards of Business Practice* in the terms and conditions of sale for all residential properties to be auctioned.

### 38. PROPERTIES SOLD PRIOR TO AUCTION OR WITHDRAWN FROM AUCTION

- 38.1 Members must make a reasonable attempt to inform all interested parties if a property is:
- Withdrawn from auction; or
  - Sold prior to auction.

### 39. SELLER BIDS AT RESIDENTIAL AUCTIONS

- 39.1 If the seller of a residential property at auction has reserved the right for the auctioneer to make one (1) bid on behalf of the seller:
- the Member must state this in the auction terms and conditions;
  - the auctioneer must announce, prior to commencement of bidding for a property, that the seller has reserved this right; and
  - the auctioneer must clearly announce when making the bid that the bid is made by the auctioneer on the seller's behalf (for example, by stating "seller bid").
- 39.2 The auctioneer must not accept a bid at an auction of a residential property if the auctioneer knows that the bid was made by or for the seller of the property.

- 39.3 A Member must immediately advise the auctioneer of any bid that they believe to be made in contravention of this clause 39 or of the *Civil Law (Sale of Residential Property) Act 2003*.

#### **40. SELLER BIDS AT NON-RESIDENTIAL AUCTIONS**

- 40.1 The auctioneer must announce, prior to commencement of the bidding for a property, whether the seller has reserved the right to bid at the auction.
- 40.2 If the seller or a third party other than the Member will be bidding on behalf of the seller, the auctioneer must identify that person.
- 40.3 The auctioneer must announce contemporaneously with each bid made by or on behalf of the seller that the bid is made in that capacity.
- 40.4 The Member nor any salesperson engaged by the Member must not make or assist any other person to make any bid on behalf of the seller in contravention of any announcement by the auctioneer under this clause 40.
- 40.5 The Member and any salesperson engaged by the Member must immediately advise the auctioneer of any bid that they believe to be made in contravention of this clause 40.

#### **41. BIDDING ON BEHALF OF BUYER**

- 41.1 If any contractor or employee of a Member has requested to bid on behalf of a prospective buyer, a Member must ensure that the auctioneer:
- Announces that fact; and
  - Identifies the contractor or employee.

#### **42. BIDS TO BE CLEARLY STATED**

- 42.1 A Member acting as auctioneer must ensure that the amount of any bid is clearly stated.

#### **43. ANNOUNCEMENT IMMEDIATELY PRIOR TO SALE**

- 43.1 The auctioneer must always clearly announce when a property is about to be sold under the hammer.



# PART E

## DEALING WITH BREACHES

### 44. ALLEGED BREACHES

44.1 Members must promptly report any alleged breaches of these *Standards of Business Practice* by another Member to REIACT, specifying the particulars of any alleged breach in writing together with originals or copies of any relevant documents.

44.2 Members must not knowingly or recklessly file false or unfounded complaints.

44.3 If a Member is requested to cooperate in any way in connection with a disciplinary investigation or proceeding pertaining to alleged unethical practice, the Member must place all pertinent facts before the Tribunal.

### 45. DEFINITIONS

**Act** the *Agents Act 2003* (ACT) and the regulations thereunder as amended, replaced or varied from time to time;

**Agent** a person licenced under the Act as a real estate agent or registered under the Act as a real estate salesperson;

**Articles of Association** REIACT's Constitution/Articles and By-Laws lodged with the Australian Securities and Investment Commission;

**Asbestos** has the meaning given to it by the *Dangerous Substances Act 2004* (ACT);

**Client** a person who appoints a Member to perform an activity mentioned in the Act section 8(2);

**Customer** a person with whom a REIACT Member deals on behalf of a client;

**Member** a business entity or person whose name is entered in the Register as a Member of REIACT;

**Member Individual**

- a Member who is a person, not a business entity; and
- an Agent who is employed by a Member;

**Register** the register of Members of REIACT kept under the *Corporations Act 2001* (Cth);

**REIACT** the Real Estate Institute of the Australian Capital Territory Limited A.C.N. 008 553 277

**Tribunal** the ACT Civil and Administrative Tribunal.

# SCHEDULE 1

## CONDITIONS OF AUCTION FOR RESIDENTIAL PROPERTY

1. The auctioneer may make one (1) bid for the seller of the property at any time during the auction.
2. Each person bidding must be entered on the bidders record.
3. The auctioneer may refuse any bid.
4. The auctioneer may decide the amount by which the bidding is to be advanced.
5. The auctioneer may withdraw the property from sale at any time.
6. The auctioneer may refer a bid to the seller at any time before the end of the auction.
7. If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
8. If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
9. The sale is subject to a reserve price unless the auctioneer announces otherwise.
10. The highest recorded bidder will be the buyer, subject to any reserve price.
11. If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
12. The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.





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IF THERE IS A DISPUTE ABOUT A BID, THE AUCTIONEER MAY  
RESUBMIT THE PROPERTY FOR SALE AT THE LAST UNDISPUTED  
BID OR START THE BIDDING AGAIN.

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# SCHEDULE 2

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## IDENTITY CHECK PROCESS

1. A seller of property must produce documents with at least 100 points in accordance with the Table of Points below, including at least one photographic identification.
2. Documents must be:
  - a. **Originals or certified copies —**  
Original documents must be produced unless the copies are certified by a person named in clause 3 of this Schedule 2. Certified copies must be endorsed with the qualified witness's name, occupation/qualification and signature and all pages of the copy must be signed. If the Member has any doubt with respect to the certified copy's authenticity, or reasonably should have doubt, the Member must request to sight originals.
  - b. **Change of name requires evidence —**  
If a seller has changed their name, then documents with their previous name cannot be accepted as part of this Identity Check Process unless the seller produces documents in accordance with this Identity Check Process evidencing their change of name such as: marriage certificate, decree of divorce or a change of name certificate from a Registrar-General.
  - c. **Only one document of same kind —**  
only one document of same kind will count towards the total points unless otherwise specified in this Table. E.g. Only one water bill may be produced, regardless of the date, but a utility bills for water and one for gas will both count.

## TABLE OF POINTS

### PRIMARY IDENTIFICATION DOCUMENTS

Birth Certificate	70 points
Citizenship Certificate	
Passport (current or expired in less than 2 years and not renewed)	

### SECONDARY IDENTIFICATION DOCUMENTS

<p>Documents with the person's name and photograph:</p> <ul style="list-style-type: none"> <li>▪ Licence issued by an Australian state or territory (driver's licence, firearms licence, etc)</li> <li>▪ A identification card issued by an Australian tertiary education institution;</li> <li>▪ Public employee identification card issued by the Commonwealth or Australian state or territory;</li> </ul> <p>Documents containing name and signature:</p> <ul style="list-style-type: none"> <li>▪ Centrelink or Social Security Card (Pensioner card or Health Care card);</li> <li>▪ Department of Veterans Affairs card</li> </ul> <p>Written reference certifying that the referee has known the person for at least 12 months from:</p> <ul style="list-style-type: none"> <li>▪ A financial body;</li> <li>▪ An acceptable referee in the list of persons in clause 3 of Schedule 2; or</li> <li>▪ An employer within the last 2 years.</li> </ul> <p>Change of Name Certificate</p>	<p>40 for any initial document</p> <p>25 points for all subsequent documents</p>
<p>Medicare card</p> <p>Foreign driver's licence with name and photograph</p> <p>Any credit or debit card (1 per institution only)</p> <p>Proof of age card (issued by a government)</p> <p>Council rates notice</p> <p>Property lease/rent agreement</p> <p>Electoral roll compiled by the Australian Electoral Office</p> <p>Utility bills with name and address (1 per utility, less than 3 months old)</p> <p>Motor vehicle registration or insurance</p> <p>Professional or trade association card</p>	25 points for each

### SPECIAL CIRCUMSTANCES

If the person is not an Australian resident and has arrived in Australia within the last 6 weeks	passport is worth 100 points with the proof of arrival date
If the person is less than 18 years of age	Primary Identification document is worth 100 points



3. The following persons may certify copies of documents and/or provide reference:

- a. a person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor

Dentist

Legal practitioner

Medical practitioner

Nurse

Optometrist

Patent attorney

Pharmacist

Physiotherapist

Psychologist

Trademarks attorney

Veterinary surgeon

- b. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

- c. a person from the following list:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public

Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)

Bailiff

Bank officer with 5 or more continuous years of service

Building society officer with 5 or more years of continuous service

Chief executive officer of a Commonwealth court

Clerk of a court

Commissioner for Affidavits

Commissioner for Declarations

Credit union officer with 5 or more years of continuous service

Employee of the Australian Trade Commission who is:

- i. in a country or place outside Australia; and
- ii. authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
- iii. exercising his or her function in that place

Employee of the Commonwealth who is:

- i. in a country or place outside Australia; and
- ii. authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
- iii. exercising his or her function in that place

Fellow of the National Tax Accountants' Association

Finance company officer with 5 or more years of continuous service

Holder of a statutory office not specified in another item in this list

Judge of a court

Justice of the Peace

Magistrate

Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*

Master of a court

Member of Chartered Secretaries Australia

Member of Engineers Australia, other than at the grade of student

Member of the Association of Taxation and Management Accountants

Member of the Australasian Institute of Mining and Metallurgy

Member of the Australian Defence Force who is:

- i. an officer; or
- ii. a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
- iii. a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

- i. the Parliament of the Commonwealth; or
- ii. the Parliament of a State; or
- iii. a Territory legislature; or
- iv. a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961* Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

- i. the Commonwealth or a Commonwealth authority; or
- ii. a State or Territory or a State or Territory authority; or
- iii. a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

- i. the Commonwealth or a Commonwealth authority; or
- ii. a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution







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