



## ntd TERMS OF SUPPLY

### 1. INTRODUCTION

1.1 This agreement applies when we, National Tenancy Database (ntd), a division of Veda Advantage Information Services and Solutions Limited ABN: 26 000 602 862 supply any ntd services (our 'ntd services') to you, our customer.

### 2. AVAILABILITY OF OUR NTD SERVICES

2.1 We will supply our ntd services to you when you ask us to do so during the time those services are usually available. Our ntd services are reliant upon communication links and other networks not within our control. While we will do our best to make sure the online ntd services are available, we are not responsible if the links or networks are unavailable at any time, and we do not guarantee that services supplied online will be continuously available. ntd services that are accessed by telephone or personal support are only available during our standard working hours.

### 3. INSTRUCTIONS FOR USING OUR NTD SERVICES

3.1 You agree to comply with this agreement and follow any procedures and other instructions we provide when you use our ntd services, for example any of our user guides and forms. If we change any of our procedures or instructions, or if we introduce new ones and we think those changes will affect you, we will let you know in reasonable time taking into account the nature of those changes.

### 4. TENANT INFORMATION WE COLLECT FROM YOU

4.1 We collect information from you when you request our ntd services, such as the information you enter in a search enquiry. You acknowledge that the quality of our services and information returned to you relies on the information you provide us in your request for the particular service.

4.2 In return for using our ntd services you also agree to give us all the information we require about tenants, for example as specified in our Tenant Lodgement Form and through our website [www.ntd.net.au](http://www.ntd.net.au) ('tenant information').

4.3 You agree to:

- a. make sure that all the information you give us is accurate, up to date, complete and not misleading; and
- b. update the tenant information you have given so that the tenant information we hold remains accurate, up to date and complete.

4.4 Once you give information to us, we can use that information to supply our ntd services to you and others. Because our ntd services rely on the information we collect, we do not usually remove any information from our systems, such as tenant information, unless it is proven not to be accurate, up to date or complete.

4.5 You agree to promptly co-operate with us and provide us with the information we require if we need to investigate any requests for correction of the information we hold or if we need your help to resolve any complaint about that information.

### 5. PRIVACY REQUIREMENTS

5.1 Before you use our ntd services in relation to any individual, the individual concerned must have:

- a. authorised you to make an enquiry about them;
- b. authorised you to list the tenant information on our system, use it for our ntd services, and supply it to our customers when they use our ntd services.

5.2 If a tenant has been refused a property on the basis of information obtained from ntd, you agree to tell the tenant that they can contact ntd to obtain access to their information to check the accuracy of that information and to request any necessary corrections.

5.3 You agree to comply with the Privacy Act 1988 (Cth) and all other laws that apply to the information that we provide to you or to your use of our ntd services. You agree to maintain documentation to demonstrate your compliance with this clause and to provide that documentation to us on our request (at our sole discretion). You agree that the provision of any such documents by you to us is not approval or acceptance of your privacy compliance standards. This remains your responsibility.

### 6. SECURITY OF ACCESS CODES

6.1 You agree to keep any operator ID, password or other identifiers we give you to use our ntd services confidential and secure and to manage your users' access to our services. You agree that any identifiers we give you will not be transferred between users or disclosed to any third party and you will tell us if they are no longer required. You are responsible for all use of those identifiers. If we ask you to, you agree to stop using those identifiers or use any replacement identifiers we give you.

### 7. PERMITTED USE OF OUR NTD SERVICES

7.1 We have copyright in the compilation of the information we use to supply our ntd services to you, and in the reports we supply to you when you use our ntd services.

7.2 You can only use the reports and information we supply you for your own internal business use and for the purpose that we supply them for. But you may disclose information we supply you to the landlord that has instructed to you obtain the information.

7.3 Except as set out in clause 7.2, you agree that you will not re-sell, re-package, copy, reproduce, modify, adapt or otherwise re-use our information in any other way.

### 8. ACKNOWLEDGEMENTS

8.1 When we provide the ntd services to you, we rely on information provided to us by others. While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems and that information may become out of date.

8.2 You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, regardless of whether you base them on the information we supply.

### 9. COMPENSATION AND LIABILITY

9.1 To the extent we are able to at law, we exclude all express or implied representations, conditions, warranties and terms relating to the ntd services or the agreement except those set out in this agreement.

9.2 We are not liable to you or to anyone else for any loss or damage (including without limitation loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage) however liability arises or might arise if it were not for this clause. This exclusion does not apply to anything the law prohibits us excluding liability for.

9.3 To the extent we are unable to exclude liability, our total liability for loss or damage you suffer or incur is limited to us re-supplying the services to you, or, at our option, us refunding to you the amount you have paid us for the ntd service to which your claim relates.

9.4 You indemnify us for any loss we suffer or liability we incur because:

- a. any information you give us is not accurate, up to date or complete or is otherwise misleading;
- b. you have not updated tenant information you have given us so that the tenant information we hold at any given time is not accurate, up to date, or complete or is otherwise misleading;
- c. of your breach of this agreement or any other misuse of the ntd services or the information we supply you.

9.5 In this clause 9, references to 'we' and 'us' include our officers, employees, contractors and agents.

### 10. OUR CHARGES

10.1 You must pay us:

- a. any annual fee we charge for any of our ntd services that you use. We may charge annual fees in advance. Our annual fees are not refundable;
  - b. our current charges for any ntd service you use on the basis we set out in our invoice. We will tell you our current charges and fees before you use an ntd service, for example in our price list or proposal;
  - c. GST on our fees and charges.
- We will send you invoices for all our fees and charges.

10.2 We may change our fees and charges from time to time. We will tell you when the new fees and charges apply from.

10.3 If you do not pay us by the due date for payment, we may:

- a. require you to pay the whole of the amounts outstanding by you to us, which immediately become due and payable;
- b. charge interest on the amount overdue at 2% per month from the due date for payment until the date on which the debt is paid;
- c. require you to pay us any costs for agents incurred in recovering money you owe us, including commissions and legal costs on a solicitor-client basis;
- d. list information about the default with any credit reporting agency.

10.4 You agree to keep confidential the terms of supply including our pricing arrangements with you under this and any other agreement between us.

### 11. TERM, TERMINATION AND SUSPENSION

11.1 This agreement continues until either of us terminates it by giving 30 days written notice to the other.

11.2 If this agreement is terminated, clauses 5.3, 7, 8, 9, 10.3, 11 and 12 survive termination.

11.3 We may withhold or suspend your use of any of our ntd services immediately if you do not pay our fees and charges for any service or if we believe you are not complying with any of your other obligations under this agreement or any other agreement you have with us or your legal obligations in respect of the information that we supply you.

### 12. GENERAL

12.1 We may change this agreement by amending or deleting terms or adding new terms. Changes may take the form of a new agreement. We will always give you at least 14 days notice in writing before we do this.

12.2 We may add or withdraw any service and modify or otherwise change any service without notice to you as set out in section 12.6.

12.3 Neither of us is liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond our reasonable control. If either of us is affected in this way, each of us will use our reasonable endeavours to minimise delays or interruptions.

12.4 Where we have used the word 'includes' or 'including' or 'for example', these words do not have a limiting effect.

12.5 Where we have referred to any legislation or a provision of any legislation, it includes that legislation or provision as from time to time re-enacted or otherwise amended.

12.6 We will send bills and notices to either the last postal address, fax number or email address you have given to us. You must tell us if you change any contact details.

12.7 You agree you will not transfer your rights or obligations under this agreement to any other person without first getting our written consent. We will not unreasonably withhold our consent.

12.8 No delay or failure to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.

12.9 If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force.

12.10 This agreement supersedes any other agreement you have with us for our ntd services unless we agree otherwise in writing.

12.11 This agreement is governed by the laws of New South Wales and both parties submit to the non-exclusive jurisdiction of the courts of that state.



# ntd Terms of Supply

## Frequently asked questions

Veda Advantage has recently reviewed our standard Terms of Supply for access to ntd services. These are the 'one page' terms that are generally known as our subscription terms. As from the date of your membership renewal, these Terms of Supply will apply and form the agreement for all customers in relation to your use of our services.

### **Why have you introduced new terms?**

As custodians of sensitive, relevant and valuable data, we need to respect the fast-paced nature of the new information economy. As such, we have recently undertaken a review of our subscription terms to ensure that they are up to date with our current operations and practice.

### **How are the new terms different?**

The Terms of Supply contain a lot more detailed information to help you understand our operational requirements.

### **Do I need to sign the new terms?**

As an existing customer, we request that you sign to acknowledge the new Terms of Supply. Please note, however, that if you continue to use our services these new terms will apply automatically from the date of renewal of your membership.

### **What happens if I don't sign the terms?**

If you don't sign the terms but continue to use any ntd services you will be deemed to have accepted the new terms by virtue of your continued use of the ntd services.

### **What happens to my current terms?**

Your current terms in relation to our standard information services and solutions will expire as from the date of renewal of your membership when the new Terms of Supply come into operation.

### **What services do the terms cover?**

The Terms of Supply cover our standard information services. Additional terms may apply to some of the services we supply – we will tell you if additional terms apply to any services you use.

### **What services don't the terms cover?**

The Terms of Supply do not cover any services where we have additional terms that apply in addition to our standard subscription terms. These are usually services that are sufficiently unique to justify their own customised terms.

### **What happens to my existing price agreement?**

Any existing price agreement or price list will remain on foot and continue to apply for your use of our services.