

Licence for use of the Electronic Contract for Sale and Purchase of Land and the Electronic Contract for Sale of Business

1. Parties

- 1.1 The Law Society of New South Wales (ACN 000 000 699) (**Society**) and the Real Estate Institute of New South Wales Limited (ACN 000 012 457) (jointly, **Licensors**); and
- 1.2 Each person purchasing an e-Contract (as that term is defined below) online from the Law Society (**You**).

2. Introduction

- 2.1 Copyright in the electronic copy of the Contract for Sale and Purchase of Land (**Land e-Contract**) and in the electronic copy of the Contract for Sale of Business (**Business e-Contract**) made available for download by the Society belongs to the Licensors. Each Land Contract and each Business Contract is an “**e-Contract**” for the purposes of this license agreement.
- 2.2 This license agreement sets out the terms and conditions of licences granted to You by the Licensors in relation to a downloaded copy of the e-Contract.

3. Grant of licence

- 3.1 The Licensors grant You a licence to:
 - (a) use the e-contract only in relation to the sale of the property (in the case of the Land e-Contract) or business (in the case of the Business e-Contract), the address of which You entered when downloading the e-Contract (**approved transaction**). The e-Contract carries a watermark of the address of the relevant property (in the case of the Land e-Contract) or business (in the case of the Business e-Contract);
 - (b) complete, amend, copy and substitute pages 1-3 of the Land e-Contract, pages 1 and 2 of the Business e-Contract and Schedule A of the Business e-Contract (Employees) as required in the course of contract preparation for the approved transaction; and
 - (c) print or photocopy the e-Contract as many times as required for the approved transaction including for the purpose of distribution to real estate agents, prospective purchasers, their legal practitioners and conveyancers (as relevant) for marketing or due diligence purposes, a copy for the file, and a copy for the lending institutions.
- 3.2 You acknowledge that copying of the e-Contract for a purpose other than the approved transaction will be a breach of copyright unless:
 - (a) consent of the Licensors is first obtained. The Licensors may determine requests for consent in its absolute discretion and subject to any conditions it considers appropriate;
 - (b) in respect of the Land e-Contract, in accordance with the [Copyright Guidelines for the Land e-Contract](#);

- (c) In respect of the Business e-Contract, in accordance with the [Copyright Guidelines for the Business e-Contract](#).

4. Contract and price

- 4.1 All prices are in Australian Dollars and inclusive of GST, unless otherwise indicated.
- 4.2 Discounted prices are only available to members of the Society.
- 4.3 Description of e-Contracts and prices may be subject to change or correction at any time without notice. If the Licensors discover an error, the Licensors will try to notify You as soon as possible and allow You to cancel your order and obtain a refund if desired.
- 4.4 By submitting an order You warrant that:
 - (a) You are capable of entering into a legally binding contract with the Society;
 - (b) if your purchase is made using the registered user functionality, You are authorised to use the username and password provided;
 - (c) You are authorised and able to make payment via credit card;
 - (d) the information You have provided is correct; and
 - (e) your purchase is not made for the purpose of commercial resale.
- 4.5 A contract for purchase is only formed once the Society has accepted an order by issuing a receipt number.

5. Payment method

Payment can be made with a valid credit card (e.g. Amex, Visa, MasterCard) or through your account if You are a registered user and have sufficient credit in your account. Full payment is required before delivery of your purchase.

6. Delivery

- 6.1 Once valid payment has been received, your order will be processed and the e-Contract You have purchased will be sent in two attachments to the email address You have provided.

7. Refund/cancellation policy

- 7.1 Should any e-Contract You have purchased be damaged (e.g. the pages are illegible, or one or both of the attachments is damaged) through no fault of your own, the Society will provide a full refund to your credit card or to your account if You are a registered user, whichever payment method was used by You.
- 7.2 If You have made a mistake during your purchase, for example, by completing the required fields on pages 1-3 of a Land e-Contract or on pages 1 and 2 of a Business e-Contract incorrectly, the Society may provide a refund in its sole discretion. To request a refund please send an email to lawsociety@lawsociety.com.au.

8. Exclusion of liability

- 8.1 The Society does not warrant that the e-Contract is error free or will achieve any legal outcome. It is a condition of supply of the e-contract that You rely on your own or an

independent legal assessment of the terms and conditions expressed in the e-Contract and its suitability for use for any transaction.

- 8.2 To the extent permitted by law, all conditions and warranties not expressly set out in this Licence are expressly excluded.
- 8.3 The Society will under no circumstances be liable for any indirect, incidental or consequential loss or damage arising in relation to any transaction entered into, or any e-Contract purchased through this website.

9. Privacy

The Society respects your privacy and the confidentiality and security of personal information provided by You to us. How we handle your personal information is explained in our Privacy Policy at www.lawsociety.com.au/privacy.

10. Amendment

- 10.1 These terms may be amended periodically and You will be deemed to have accepted any amendments if You use the website after those amendments have been posted.

11. Law

These Terms and Conditions are governed by the laws of New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

Collection Notice - ECOS

Who is collecting your personal information?

The Law Society of New South Wales collects your and other people's personal information when you complete the fields in any e-Contract available on this website.

How do you contact us?

You can contact our Privacy Officer by calling or writing to us:

Corporate Legal Services
The Law Society of NSW
170 Phillip Street
Sydney NSW 2000
T: (02) 9926 0333
F: (02) 9231 5809
E: CorpLegal@lawsociety.com.au

Our purpose in collecting your personal information

We collect this personal information so that you can generate a:

- (a) Contract for the Sale and Purchase of Land – for a specific conveyance; or
- (b) Contract for the Sale of Business – for a specific transaction.

What will happen if we don't collect your personal information

You will not be able to purchase an e-Contract from this website if you do not provide all the personal information requested.

To whom do we usually disclose your personal information?

The personal information you provide will not usually be disclosed to anyone else.

Do we disclose your personal information overseas?

No

Information about how to access the personal information we hold

Our [Privacy Policy](#) contains information about how you may access your personal information and seek correction of such information.

Information about how to lodge a complaint

Our [Privacy Policy](#) also has information about how to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.