

# COPYRIGHT GUIDELINES

FOR

## CONTRACT FOR THE SALE OF BUSINESS (CONTRACT)

COPYRIGHT GUIDELINES ADOPTED BY THE JOINT COMMITTEE OF THE LAW SOCIETY OF NSW (LAW SOCIETY) AND THE REAL ESTATE INSTITUTE OF NSW (REINSW) ON 3 JULY 2017

### **General Terms:**

1. Copyright in the Contract is owned jointly by the Law Society and the REINSW.
2. The CEO of the Law Society and the CEO of the REINSW will appoint from time to time a person or persons to decide on requests for copying of the Contract and the terms of such copying on behalf of the Joint Committee. Such appointment will continue until revoked by either or both parties in writing.
3. Decisions on requests for copying will be at the discretion of the person(s) appointed under section 2. above, including whether permission is given, the duration, any special requirements and withdrawal of permission.
4. In the absence of a written agreement by or on behalf of the Joint Committee and the intending user, the copying of the Contract will be on the basis of these General Terms and such of the applicable Specific Terms set out in these Copyright Guidelines.
5. Failure to comply with these Copyright Guidelines may constitute a breach of copyright. Any breach will not be tolerated and may result in legal action.
6. The user must ensure that any reproduction of the Contract incorporates the acknowledgment of copyright ownership legibly:

“© [relevant year] The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457”
7. The user must also include an acknowledgment of the joint copyright holders:

“Reproduced with the permission of the Law Society of NSW and the Real Estate Institute of NSW.”
8. Where the Contract is being used in an electronic format, the Contract must be in an embedded image such as a .pdf file so that it is not separately usable, interactive or downloadable (other than to print).
9. It is incumbent upon the user to ensure that the most recent version of the Contract is used for the permitted purpose(s). The Law Society and the REINSW are not obliged to advise the user of any changes or revisions to the Contract.

### **Specific Terms:**

10. *Non-commercial use by educational institutions*

- 10.1. If the Contract is to be used in teaching materials for students, consent will be given upon written request on the basis that no fee is charged to the student for the supply of the copy contract, except if required on a cost recovery basis for photocopying/reproduction.
- 10.2. The words "SAMPLE" and "Unauthorised reproduction is not permitted" must be clearly watermarked across each page of the Contract.
- 10.3. Consent will be granted for a specific period of time or purpose depending upon the request. For example, for that particular course, lecture, term, year or up to a certain date.
- 10.4. The educational institution shall be advised that Contracts are available for purchase on the Law Society's DCS on-line platform (<https://dcs.lawsociety.com.au>), and this should be included in the publication or lecture notes, if possible.
- 10.5. Permission may be withdrawn.

*11. Students and researchers, libraries and government bodies and institutions (including disability services)*

- 11.1. If the Contract is to be used for study or research that is not for a commercial purpose, consent will be given upon written request.
- 11.2. The words "SAMPLE" and "Unauthorised reproduction is not permitted" must be clearly watermarked across each page of the Contract
- 11.3. Consent will be granted for a specific period of time or purpose depending upon the request.
- 11.4. The user shall be advised that Contracts are available for purchase on the Law Society's DCS on-line platform (<https://dcs.lawsociety.com.au>).
- 11.5. Permission may be withdrawn.
- 11.6. If the Contract is to be used for a commercial purpose, see sections 12 and 15 below.

*12. Authors and publishers*

- 12.1. If the Contract is to be included in a textbook or article, consent may be given upon written request. (Note: A textbook will usually be for commercial purposes for the financial benefit of the author and publisher, whereas an article in a journal may not be as financially beneficial).
- 12.2. Consent must specify if a licence agreement is to be required – see section 15 below.
- 12.3. The word SAMPLE must be clearly watermarked across each page of the Contract as well as a warning that unauthorised copying is not permitted.
- 12.4. Any consent will be granted for a specific text or article and, depending upon the request, granted for a specific time period or edition.

- 12.5. The author or publisher shall be advised that Contracts are available for purchase at the Law Society's DCS on-line platform (<https://dcs.lawsociety.com.au>), and this should be included in the publication, if possible.
- 12.6. Permission may be withdrawn.

### *13. Use of the Contract by others – sample copy available*

A sample version of the Contract is available for inspection at <https://dcs.lawsociety.com.au> for persons and use of the Contract which does not fall within any of the categories referred to at sections 10, 11 or 12 of these Copyright Guidelines. For example, the sample version may be used by law firms to train staff in respect of the Contract or to maintain associated precedent documents.

### *14. Use by legal practitioners, real estate agents and business brokers*

- 14.1. Photocopies or electronic reproductions of the Contract are not permitted for use in a transaction unless expressly specified in this section.
- 14.2. In a transaction, a Contract purchased for the relevant business through the Law Society's DCS on-line platform (<https://dcs.lawsociety.com.au>) or from another licensee must be used for the purpose of exchange of the Contract.
- 14.3. The Contract must carry a watermark of the business name and business premises address and must be used only for that particular transaction. It must not be copied to create a Contract for another transaction. Only one copy of the electronic Contract needs to be purchased and can be printed, photocopied or electronically reproduced as many times as required for that particular transaction.
- 14.4. Copying a substantial part of the Contract to create another document will constitute a breach of copyright, unless consent of the Joint Committee is first obtained. The Joint Committee may determine requests for consent in its absolute discretion and subject to any conditions it considered appropriate.

### *15. Licence agreements and fees*

- 15.1. A licence agreement may be required by or on behalf of the Joint Committee for commercial publications, for a specific period of time and purpose and for a reasonable fee, as determined by or on behalf of the Joint Committee. The licence agreement must include specifications (as above) in relation to acknowledgment, sample, no undertaking as to updates and revisions, and reference to point of sale.
- 15.2. If the Joint Committee decides that licence agreements should be entered into where publication is for commercial purposes, it will obtain such professional advice as it may consider appropriate in its absolute discretion.