

# Membership Application Form

Australian Residential and Commercial Real Estate Leasing Screening Service Solutions

The National Tenancy Database terms of supply applies to all use of National Tenancy Database services.

\*indicates mandatory fields

## Agency Details

Company Name\*

Trading Name\*

ACN     ABN\*

Company Principal Name\*

Rental/Leasing Department Phone Number\*

Company Principal Email Address\*

Trading Address\*

Real Estate Agency License Number\*

Are you a Real Estate Institute member?\*

How did you hear about National Tenancy Database?\*

NTD BDM Name

## Business Accounts Contact Details

First Name\*

Last Name\*

Email Address\*

Phone Number\*

## Administrative Contact Details

First Name\*

Last Name\*

Email Address\*

Phone Number\*

## Complete to Receive NTD Connections Commission Payments

Account Name\*

BSB\*

Account Number\*

Direct Debit options are available - to order this form, please contact [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au)

## User Account Setup

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Please list staff members requiring access to NTD\*  
The email addresses listed below will be used to log into the secure portal

First Name\*

Last Name\*

Email Address\*

Job Title\*

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First Name\*

Last Name\*

Email Address\*

Job Title\*

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First Name\*

Last Name\*

Email Address\*

Job Title\*

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First Name\*

Last Name\*

Email Address\*

Job Title\*

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First Name\*

Last Name\*

Email Address\*

Job Title\*

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First Name\*

Signature

Date

I/we confirm the information provided on this application form is accurate. I/we understand that the National Tenancy Database (NTD) Terms of Supply applies to my/our use of all NTD services and forms and the basis of the agreement between us and Equifax Australia Information Services and Solutions Pty Limited for my/our use of NTD's services

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If you require more users please contact [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au)

[www.tenancydatabase.com.au](http://www.tenancydatabase.com.au)

**Please send the completed form to:**  
[info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au), mail to  
PO Box 13294 George Street, Brisbane  
QLD 4003

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Organisations are encouraged to obtain independent legal advice. 17-2917

## NATIONAL TENANCY DATABASE TERMS OF SUPPLY

National Tenancy Database is a division of Equifax Australia Information Services and Solutions Pty Limited ABN 26 000 602 86

### 1. INTRODUCTION

1.1 This agreement applies when we, National Tenancy Database (ntd), a division of Equifax Australia Information Services and Solutions Pty Limited ABN 26 000 602 86 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.tenancydatabase.com.au](http://www.tenancydatabase.com.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 provide us with reasonable co-operation and promptly 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 and all other laws that apply to the information that we provide to you or to or 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 reasonable request. You agree that the provision of any such documents by you to us is not approval or acceptance of your privacy compliance standards and this remains your sole 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 statutory or implied representations, conditions, warranties and terms relating to the ntd services or this agreement. We do not exclude any such representations, conditions, warranties or terms to the extent we are prohibited by Law from doing so (including under the Australian Consumer Law)
- 9.2 We are not liable to you or to anyone else for
- any loss or damage arising out of, or in connection with, the information we provide to you (including loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage)
  - any indirect or consequential loss or damage arising out of or in connection with this agreement or our services (including loss of profit, revenue or business or special or incidental loss or damage),

however such loss, damage or liability arises or might arise (including in contract, tort (including negligence), under statute or in equity) if it were not for this section. Our total aggregate liability for any loss or damage not excluded under this clause 9.2 is limited to the amount of fees and charges paid by you for the information services under this agreement in the 12 months immediately prior to the event giving rise to the liability. This exclusion and limitation do not apply

to the extent the law prohibits us excluding or limiting our liability (including under any statutory or implied representation, condition, warranty, term or guarantee that we are unable to exclude by law).

- 9.3 Our total liability for any loss or damage under any statutory or implied representation, condition, warranty, term or guarantee that we are unable to exclude by Law (including under the Australian Consumer Law), is limited to the extent permitted by Law, 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:
- any information you give us is not accurate, up to date or complete or is otherwise misleading;
  - 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;
  - of 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:
- any annual fee we charge for any of our ntd services that you use. We may charge annual fees in advance.;
  - 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;
  - GST on our fees and charges.

We will make invoices for our monthly fees and charges available on the NTD portal accessible at <http://www.tenancydatabase.com.au/>

- 10.2 We may change our fees and charges from time to time upon 30 days prior written notice to you.
- 10.3 If you do not pay us by the due date for payment, we may:
- require you to pay the whole of the amounts outstanding by you to us, which immediately become due and payable;
  - 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;
  - 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 body.

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, except to the extent that such terms are generally known to the public, other than as a result of your failure to comply with the obligations of confidentiality in this agreement

## 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:

- a. if you do not pay our fees and charges for any service; or
- b. if we reasonably believe you are not complying with any of your other obligations under this agreement or any other agreement you have with us, and this non-compliance is not capable of remedy or, if it is capable of remedy, it is not rectified within 14 days after we have notified you of the non-compliance; or
- c. we reasonably believe you are not complying with your legal obligations in respect of the information that we supply you.

## 12. GENERAL

12.1 We may vary the terms and conditions of this agreement at any time:

- a. upon provision to you of notice where this is necessary to comply with Law or because of a change of Law; and
- b. for any reason upon provision of not less than 30 days' notice to you.

12.2 We may add or withdraw any service and modify or otherwise change any service:

- a. without notice to you where this is necessary to comply with Law or because of a change of Law, or any other event outside of our reasonable control; and
- b. for any reason upon provision to you of not less than 30 days notice.

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 in respect of annual fees 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.

## 13. DEFINITIONS

In this agreement:

13.1 "*Australian Consumer Law*" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

13.2 "*Law*" means:

- a. any statute, regulation, by-law, ordinance, subordinate legislation or legislative instrument in force from time to time to which a party to this agreement is subject;
- b. the common law and the law of equity as applicable to the parties from time to time;
- c. any binding court or tribunal order, judgement or decree;
- d. any applicable industry code, policy or standard enforceable by law; and
- e. any applicable determination, direction, policy, rule or order that is binding on a party and that is made or given by any regulatory or quasi-regulatory body having jurisdiction over a party or any of that party's assets, resources or business.

13.3 *Privacy Act 1988 (Cth)* is referred to as "*the Privacy Act*" and includes instruments and codes made under the Privacy Act