

**DEED OF AGREEMENT TO  
PERSONAL IDENTIFICATION INFORMATION IN PROPERTY DATA  
CODE OF CONDUCT\*  
AND OF LIABILITY AND INDEMNITY  
(Previously QVAS Code of Conduct)**

**THIS DEED** is made

**BY:**

**[Insert details and ACN if a company] (“the Applicant”)**

**IN FAVOUR OF THE FOLLOWING (“the Indemnified”):**

- The Personal Identification Information in Property Data Code of Conduct Code Oversight Committee (“**the Committee**”), including its individual members, employees and agents;
- any persons who lodge complaints with the Committee;
- any persons engaged by the Committee to investigate a complaint; and
- any person engaged as an Independent Arbiter.

**BACKGROUND:**

- A. The Applicant has applied to the Committee to become a Code Subscriber.
- B. The Applicant has agreed to be bound by the terms of the Personal Identification Information in Property Data Code of Conduct to become a Code Subscriber.
- C. The Applicant has agreed that it will not take action against any of the Indemnified for any actions or omissions by the Indemnified under the Personal Identification Information in Property Data Code of Conduct.

**IT IS AGREED:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 The following definitions apply in the interpretation of this Deed unless the contrary intention appears or the context otherwise appears:
- (a) “**Code Subscriber**” is an organisation that has agreed to be bound by the Personal Identification Information in Property Data Code of Conduct and has been approved by the Committee.
  - (b) “**Committee**” is the Code Oversight Committee administering the Personal Identification Information in Property Data Code of Conduct.
  - (c) “**Deed**” means the clauses in this Deed and any express attachment or annexure to it.
  - (d) “**Independent Arbiter**” has the meaning given in the Personal Identification Information in Property Data Code of Conduct.

- (e) **“Personal Identification Information in Property Data Code of Conduct”** (previously known as the QVAS Code of Conduct) is the code of conduct for access to bulk data including identified information in the Queensland Valuation and Sales System (QVAS) database dated 1 June 2009 or any subsequent versions.

1.2 In this Deed, unless the context otherwise requires:

- (a) clause headings are for ease of reference only and are not part of or used in the interpretation of this Deed;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person is a reference to an individual, corporation and other entities recognised by law;
- (d) a reference to a position is a reference to the individual occupying that position for the time being;
- (e) a party to this Deed includes the executors, administrators, successors and permitted assigns of that Party;
- (f) if a party to this Deed consists of more than one person, those persons are jointly and severally bound under this Deed;
- (g) if a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (h) a reference to a clause, schedule, attachment or annexure is a reference to a clause, schedule, attachment or annexure of this Deed and includes any amendment to them in accordance with this Deed; and
- (i) if an entity referred to in this Deed ceases to exist, is replaced, reconstituted or renamed, or its powers or functions are transferred to another entity, the reference is to the other entity.

## **2 AGREEMENT TO BE BOUND BY QVAS CODE OF CONDUCT**

- 2.1 The Applicant agrees to be bound by the terms of the Personal Identification Information in Property Data Code of Conduct as a Code Subscriber.

## **3 LIABILITY AND INDEMNITY**

- 3.1 Under no circumstances is the Indemnified (or its officers, employees or agents) liable to the Applicant for any direct, indirect or consequential loss or damage, howsoever caused (including, without limitation, sustained as a result of negligence), and sustained by the Applicant in connection with this Deed or

the Personal Identification Information in Property Data Code of Conduct or actions or omissions by the Indemnified. The Applicant agrees that the Indemnified may plead this provision as a bar to any action.

3.2 The Applicant at all times indemnify the Indemnified against any claim, suit, demand, action or proceeding (including, without limitation, claims in negligence) and any loss, damage, liability, expenses (including legal expenses on a solicitor and own client basis) or damages incurred by the Indemnified and arising from:

3.2.1 the failure of the Applicant to comply with this Deed or the Personal Identification Information in Property Data Code of Conduct; or

3.2.2 any unlawful or negligent act or omission of the Applicant in connection with this Deed or the Personal Identification Information in Property Data Code of Conduct.

#### **4 GOVERNING LAW**

4.1 This Deed is governed by and construed in accordance with the laws of the State of Queensland.

#### **5. REFERRALS TO INDEPENDENT ARBITER**

5.1 Nothing in this Deed operates to prevent the Applicant from electing to refer the outcome of an external complaint process (i.e. a decision of the Committee under clause 12 of the Personal Identification Information in Property Data Code of Conduct) to an Independent Arbiter in accordance with clause 13.1 of the Personal Identification Information in Property Data Code of Conduct.

Executed as a Deed:

[Use one signing clause and delete the other]

[For a company]

Executed for and on behalf of \_\_\_\_\_ )  
[Company Name] \_\_\_\_\_ )  
\_\_\_\_\_ )  
(ACN: \_\_\_\_\_ )  
in accordance with s127 of the *Corporations Act 2001* )  
\_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ )  
\_\_\_\_\_ )  
Name – Sole Director/Director (print name) \_\_\_\_\_ ) (signature)  
\_\_\_\_\_ )  
Name – Director/Secretary (print name) \_\_\_\_\_ ) (signature)

Notes for companies signing agreements:

- Seal is not required – but may be used.
- Sole director companies simply insert name and sign as **sole director** (striking out director).
- Other companies sign by **two directors** or by a **director and secretary**, striking out the inapplicable title.
- Where an **attorney or other agent** executes this Agreement on behalf of a company, the form of execution must indicate the source of this authority and a certified copy of the authority must be provided to NRW.
- A witness is not required in any case, except for an attorney or other agent where the source of authority requires a witness.

[For a government entity]

Signed for and on behalf of \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
(ABN \_\_\_\_\_ )  
\_\_\_\_\_ )  
by \_\_\_\_\_ )  
a Delegated Officer (print name) \_\_\_\_\_ ) (signature)  
this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )  
Witness (print name) \_\_\_\_\_ ) (signature)