

Presidential Appointment – Terms & Conditions

1. The President of The Real Estate Institute of New South Wales Limited (REINSW) will make an appointment on the terms and conditions set out in this application form.
2. REINSW provides a service to members of the public by making appointments of independent experts. The President's role is to make an offer of appointment which is subject to acceptance by the expert to whom the offer is made.
3. With respect to the parties (and not the individual expert), the appointment by the President is made subject to these terms and conditions as well as the terms and conditions that the individual expert shall prescribe (which are subject to negotiation directly between the expert and the parties).
4. The Presidential Appointment service will proceed upon receipt by REINSW of a completed and signed application form and the payment of the applicable fee.
5. Any fees charged by the expert are separate and in addition to REINSW's administration fee and should be paid directly to the appointed expert at the time and in the manner specified by the appointed expert.
6. Work undertaken by appointed experts is not a matter over which REINSW has any level of involvement and each of the President and REINSW is unable to comment on, and is not liable in any respect for, the manner in which the expert carries out their work, the accuracy, quality, efficiency or result of their work or a breach by them of their prescribed terms and conditions or of REINSW's terms and conditions (including, without limitation, if the appointed expert is not appropriately skilled, qualified or suitable to satisfy the specific particulars of this matter). Any complaints or queries in relation to the expert's performance or work must be directed to the appointed expert or, if unable to be resolved, to the relevant regulatory body.
7. It is REINSW's policy to endeavour to appoint an independent expert wherever possible to ensure that the choice of expert is not subject to dispute on the grounds of prior involvement with the matter other parties. REINSW will proceed on the basis that, by virtue of this application form, the parties have advised REINSW of all experts who have previously been involved with this matter, a party or all parties or otherwise have a conflict of interest. Each of the President and REINSW is not liable in any respect if the appointed expert is not independent or has had prior involvement with a party, all parties or the matter.
8. Each party warrants that all information provided by it to the President and to REINSW and in this application form is true, correct and complete and that the President and REINSW can rely on the information provided. Each party agrees to keep REINSW updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.
9. Each of the President and REINSW may, at any time and in their absolute discretion, decide not to offer the Presidential Appointment service to any party.

10. The Presidential Appointment service provided to the parties named in this application form is complete once the President makes a written offer of appointment to an expert to complete the relevant work at which time the parties will be notified that the offer has been made. The acceptance of the offer of appointment is subject to the absolute discretion of the expert and the President and REINSW have no control over such acceptance. Where the offer is declined by the expert, either party may submit another application form for the President to appoint another expert and that further application form may attract an additional administration fee at the discretion of REINSW.

11. The Applicant irrevocably and unconditionally indemnifies and releases each of the President and REINSW against and from all losses, costs, expenses, liabilities, damages, claims or payments which may be suffered, sustained or incurred by the President or REINSW (as applicable), directly or indirectly, in anyway arising from or in connection with the Presidential Appointment service or any act or omission of the appointed expert. Where there is more than one Applicant such indemnity and release shall be joint and several.

12. Without limiting any terms or conditions above, the extent to which the President and REINSW may be liable in connection with the Presidential Appointment service is limited to the provision of the service again or the cost of providing the service again.

13. By signing this form, each party acknowledges that it has read, understands and accepts the terms of the Presidential Appointment Privacy Policy and the permissions to collect, use and disclose personal information, and the parties authorise REINSW to collect, use and disclose, in accordance with the Privacy Act 1988 (Cth), their personal information for the purposes specified in the Privacy Policy.