

FARE Agents

Australia's direct online property marketplace

Platform Terms of Service

The agreement between you and FARE Agents Pty Ltd for use of the platform. Version 2.2 — July 2026.

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1. Introduction & Acceptance

By creating an account or using FARE Agents (fareagents.com.au), you agree to these Terms of Service (the **Terms**). If you do not agree, do not use the platform.

FARE Agents Pty Ltd ABN 97 699 935 021 (**FARE Agents, we, us, our**) operates the platform. These Terms constitute a legally binding agreement between you and FARE Agents Pty Ltd.

2. Definitions

In these Terms, unless the context requires otherwise:

- **Platform** means the FARE Agents website and mobile web application at fareagents.com.au.
- **Seller** means a user listing a property for sale or rent.
- **Buyer/Tenant** means a user seeking to purchase or lease property.
- **Listing** means a property advertisement published on the platform.
- **FARE Fee** means the listing fee charged to sellers as described in the Fee Schedule (clause 6).
- **Offer** means an expression of interest submitted through the platform (not a legally binding contract).
- **Verified User** means a user who has completed identity verification via the platform's DVS process.
- **Property Concierge** means a licensed real estate agent registered on the platform whose sole permitted role is to physically show properties on behalf of a seller or landlord.
- **Tradesperson** means a licensed or registered trades professional registered on the platform to provide maintenance and repair services.
- **Maintenance Request** means a request submitted by a tenant for repair, maintenance, or emergency response services at a rental property.
- **Physical Inspection** means an in-person inspection of a property by a prospective buyer or tenant, confirmed via GPS check-in through the platform.
- **Structured Rating** means a 1–5 star rating submitted by a Verified User across defined quality categories after a completed transaction or tenancy.

3. Eligibility & Account Registration

- You must be at least 18 years of age and an Australian resident or registered Australian entity.
- One account per person. Creating multiple accounts to circumvent ratings or restrictions is prohibited and may result in a permanent ban.



- You must provide accurate information when registering. Providing false information voids this agreement.
- Identity verification is required for certain actions: Tier 1 (phone verification) and Tier 2 (government ID verified via DVS).
- Phone numbers and government identity documents may only be linked to one account.
- Property Concierges and Tradespeople must additionally submit their licence or registration details and ABN. Profiles are locked to the individual's verified identity and ABN.

4. Platform Services

- FARE Agents provides a technology marketplace only. It does **NOT** act as a real estate agent, broker, legal advisor, financial advisor, or conveyancer.
- FARE Agents does **NOT** hold deposits, rental bonds, or any transaction funds on behalf of users.
- All property transactions, contract exchange, and settlement must be conducted through licensed professionals (conveyancers, solicitors) engaged independently by the parties.
- FARE Agents does not guarantee the accuracy of property listings, valuations, or market data displayed on the platform. Any auction results, price data, or market statistics displayed on the platform are FARE Agents platform data only — derived from transactions and listings on the platform. This data is not sourced from or endorsed by CoreLogic, Domain, REA Group, or any other third-party data provider.
- Property Concierge services, maintenance services, and tradesperson services facilitated through the platform are provided by independent third parties. FARE Agents is not a party to those service arrangements.

5. Seller Obligations

- Sellers must own the property or be legally authorised to sell or lease the listed property.
- All listing information must be accurate and not misleading. The Australian Consumer Law applies.
- Sellers are responsible for engaging a licensed conveyancer or solicitor for contract exchange and settlement.
- Sellers must not list properties subject to undisclosed encumbrances, caveats, or disputes.
- Sellers consent to FARE Agents displaying their listing publicly on the platform and via partner channels.



- Where a seller appoints a Property Concierge, the seller is responsible for ensuring the Concierge holds a current real estate licence. FARE Agents verifies licence details at registration but does not warrant their ongoing validity.
- Sellers acknowledge that physical inspection by a prospective buyer or tenant (confirmed via GPS check-in) is a platform requirement before any offer can proceed to contract exchange.

6. FARE Fee & Payment

The FARE Fee is calculated according to the following tiered Fee Schedule:

Agreed sale price	FARE Fee (excl. GST)
Under \$800,000	1.25% of sale price
\$800,000 – \$1,499,999	1.00% of sale price
\$1,500,000 and above	0.75% of sale price

- The FARE Fee is payable by the Seller upon sale settlement or, for rentals, upon execution of a lease agreement.
- The FARE Fee does not include conveyancing, legal, inspection, photography, Property Concierge fees, tradesperson fees, or other third-party costs.
- FARE Agents reserves the right to update the Fee Schedule with 30 days' notice.

7. Buyer & Tenant Obligations

- Buyers and tenants use the platform at no charge.
- Offers submitted through the platform are expressions of interest only and do not constitute legally binding contracts.
- Buyers and tenants must engage their own legal representation for contract review and exchange.
- Users must not submit fraudulent, misleading, or vexatious offers.
- **Physical Inspection Requirement:** A buyer or tenant must complete a physical inspection of a property — confirmed via GPS check-in through the platform — before their offer can proceed. This requirement exists to protect both parties and cannot be waived.
- Buyers wishing to participate in an online auction must be registered on the platform with a current pre-approval letter uploaded and verified by the platform.

8. Online Auctions

- FARE Agents facilitates live online auctions for registered, pre-approved buyers only. Physical auctions are not conducted by the platform.



- A reserve price must be published in the listing at least 24 hours before an auction commences.
- Registered auction bidders must hold a current pre-approval letter uploaded to the platform.
- A bid placed and accepted constitutes a binding agreement to proceed to contract exchange, subject to the standard 2-business-day cooling-off period under applicable state law.
- FARE Agents is not responsible for technical failures during an online auction. In the event of a platform outage, the auction may be postponed and all registered bidders notified.
- Vendor bids are not permitted on the FARE Agents platform.

9. Property Concierge Services

- Property Concierges are independent licensed real estate agents who register on the platform solely to physically show properties.
- A seller or landlord may appoint a Property Concierge via the platform to manage key handovers and conduct physical inspections.
- Key handovers are recorded on the platform. The Concierge assumes responsibility for the keys from the time of collection to the time of return, as detailed in the Property Concierge Terms & Conditions (a separate document).
- Inspectors (buyers and tenants) who physically attend a property must confirm their attendance via GPS check-in within 200 metres of the property. The platform will reject check-ins from a distance greater than 500 metres.
- FARE Agents is not liable for loss, damage, or theft that occurs during a property inspection. Liability between the seller and Property Concierge is governed by the Property Concierge Terms & Conditions.
- Property Concierges are rated by sellers and tenants who have engaged their services. Ratings follow the Property Concierge and cannot be removed except by admin appeal.

10. Maintenance & Emergency Services

- Tenants of rental properties listed on the platform may submit maintenance requests through the platform.
- Routine maintenance requests are routed to the landlord for approval before a tradesperson is engaged.
- **Emergency requests** (defined as situations presenting an immediate risk to health, safety, or significant property damage — including but not limited to gas leaks, flooding, fire, or electrical faults) are routed directly to the appropriate emergency service or tradesperson without requiring prior landlord approval, consistent with the tenant's rights under applicable residential tenancy legislation.



- FARE Agents is not liable for the quality, timeliness, or outcome of maintenance or emergency work performed by a Tradesperson. That liability rests with the Tradesperson and, where applicable, the landlord.
- Emergency escalation by FARE Agents does not create an employment or agency relationship between FARE Agents and the Tradesperson.
- Landlords are notified of all maintenance requests, including emergency actions, as soon as practicable.

11. Property Presenter Services

- FARE Agents provides a marketplace for independent Property Presenters to offer photography, staging, floor plan, and property preparation services to sellers and landlords.
- Property Presenters are independent contractors; they are not employees or agents of FARE Agents.
- Presenters must hold a valid ABN and current public liability insurance (minimum \$5M); profiles are verified before becoming publicly listed.
- Sellers and landlords engage Presenters directly through the platform via a Request → Quote → Accept → Complete job flow.
- All media (photographs, floor plans) uploaded by a Presenter becomes the property of the engaging seller or landlord upon full payment of the agreed quote.
- Virtually Staged Images must be disclosed by the Presenter on upload. The platform displays a “Virtually Staged” label on all such images and provides access to the original unaltered photograph.
- FARE Agents charges a 5% platform service fee on each completed Presenter job, deducted from the Client payment before remittance to the Presenter.
- Sellers and landlords may upload their own media (DIY upload) without engaging a Presenter.
- FARE Agents is not liable for the quality of Presenter services, accuracy of floor plans, or damage caused during on-site visits. See the Property Presenter Registration & Services Agreement for full terms.

12. Rent Collection

- Platform facilitates pass-through rent payments (tenant to landlord). FARE Agents does not hold rent funds and retains 0% of rent — all funds are passed directly to the landlord. Payments are processed via direct debit and credited to the landlord within 2 business days. Financial facilitation features are subject to regulatory review and will be enabled in a future release.
- Automated receipts are generated for each payment with a unique FA-YYYYMMDD-XXXX receipt number.
- Rent payment records feed the tenant's portable Rental History profile.



- Late payments are automatically flagged as overdue and recorded against the tenancy.
- FARE Agents is not a bank, payment institution, or AFSL holder. Rent collection is facilitated on a technology platform basis only.

13. Bond Lodgement

- Platform tracks bond lodgement with the relevant state tenancy authority. FARE Agents does NOT hold rental bonds.
- Bonds must be lodged with the relevant authority within the timeframes required by state law (generally 10 business days from receipt in NSW).
- The platform records the state authority reference number. Both parties can view bond status.
- Bond claims at end of tenancy must be lodged directly with the state authority or agreed via the platform's Condition Claims tool.

14. Escrow Deposits (Purchase)

- FARE Agents does NOT hold purchase deposits. The platform generates a payment instruction directing the buyer's deposit to the buyer's nominated conveyancer's separate trust account.
- All interest earned on the deposit belongs to the buyer per s.90(6)(a) Property and Stock Agents Act 2002 (NSW) and equivalent state legislation. FARE Agents receives no interest.
- The platform tracks deposit status: pending instruction → instruction sent → confirmed held → released at settlement.
- Buyers must nominate a licensed conveyancer or solicitor to receive the deposit.

15. Condition Claims & Wear and Tear

- At end of tenancy, landlords may raise an itemised Condition Claim through the platform comparing the move-in and move-out condition reports.
- Each claim item is classified as normal wear, tenant damage, pre-existing, or missing.
- The platform applies Australian tribunal depreciation guidelines (NCAT schedules) to calculate the adjusted claim amount for each item. An item at the end of its useful life has zero claim value.
- Tenants have 7 days to accept, partially accept, or dispute each line item.
- Agreed amounts may be deducted from the bond. Disputed amounts proceed to the Dispute Resolution process.
- The Wear & Tear Calculator is a guide only and does not constitute legal advice. Parties should obtain independent advice.



16. Dispute Resolution

The platform provides a 3-stage dispute resolution pathway for tenancy disputes:

- **Stage 1 — In-app negotiation (free):** structured exchange, 14 days.
- **Stage 2 — Government mediation (free):** platform generates pre-filled referral to the relevant state free mediation service (NSW Fair Trading, Consumer Affairs VIC, RTA QLD, etc.).
- **Stage 3 — Tribunal:** platform generates pre-filled application for NCAT/VCAT/QCAT/SACAT/ACAT/Magistrates Court as applicable.
- FARE Agents does not provide mediation services, legal advice, or binding decisions. The platform provides tools and documentation only.
- Dispute categories: rent increase, access, repairs refused, noise/nuisance, lease breach, bond claim, lease end, pets, subletting, other.

17. Arrears Notices

Where rent is overdue, the platform enables landlords to issue formal state-specific notices:

- **NSW:** s.87 Notice to Remedy, s.88 Notice of Termination.
- **VIC:** s.208 Notice to Vacate, s.91ZZA Notice.
- **QLD:** Form 11 Notice to Remedy, Form 12 Notice to Leave.
- **WA:** Form 1C Notice of Breach / Termination.
- **SA/TAS/ACT/NT:** equivalent state notice forms.
- Notices generated by the platform are for landlord use. They do not constitute legal advice. Landlords should obtain independent legal advice before issuing formal notices.
- Notices are delivered via the platform and tenants can acknowledge receipt electronically.

18. Tradespeople

- Tradespeople are independent contractors who register on the platform to receive job referrals.
- Tradespeople must submit valid licences, registrations, insurance certificates, and ABN at registration. Profiles are locked to the individual's verified identity and ABN.
- Only landlords who have engaged a Tradesperson's services through the platform may submit a rating for that Tradesperson.
- Ratings cover punctuality, quality of work, communication, and cost. Ratings are permanent and follow the Tradesperson's profile.



- FARE Agents does not warrant the quality of work performed by Tradespeople and is not a party to any service contract between a Tradesperson and a landlord or tenant.
- Tradespeople who receive 3 or more ratings below 2 stars may be suspended from the platform pending review.

19. Property Presenters

- FARE Agents provides a directory of registered Property Presenters — independent professionals offering photography, staging, floor plan preparation, and related pre-market services.
- Presenters must hold a valid ABN and current public liability insurance (minimum \$5M). Profiles are locked to the registered ABN and verified by FARE Agents admin before becoming publicly visible.
- Sellers and landlords engage Presenters directly through the platform via a Request → Quote → Accept → Complete workflow. FARE Agents is not a party to the service agreement between a Client and a Presenter.
- FARE Agents charges a 5% platform service fee on confirmed jobs, deducted from the Client payment. The Presenter receives 95% of the accepted quote amount, released within 3 business days of job completion.
- All Media (photographs, floor plans, other files) uploaded by a Presenter to the FARE Agents staging server becomes the property of the Client upon full payment.
- Virtually Staged Images must be flagged by the Presenter on upload. Both the staged and original unaltered versions are stored and displayed on the platform. The original is accessible via a “View Original” toggle on any listing.
- Sellers and landlords may upload their own Media (DIY upload) without engaging a Presenter. Accepted formats: JPG, PNG, WebP (max 20 MB), PDF and PNG for floor plans.
- Only Clients who have completed a Job with a Presenter may submit ratings (1–5 stars, whole numbers) across: Photo Quality, Staging Presentation, Professionalism, Value for Money, Turnaround Time, and Floor Plan Accuracy. Presenters may not rate Clients.
- FARE Agents does not guarantee the quality, accuracy, or outcome of any Presenter’s services and accepts no liability for damage caused during on-site visits.

20. Ratings & Reviews

- Structured Ratings (1–5 stars per quality category) may only be submitted by Verified Users (Tier 2) who have had a genuine transaction, tenancy, or service engagement with the rated party.
- Ratings are submitted using star buttons (1 = poor, 5 = excellent) for each defined quality category.



- Post-lease reviews are triggered when a landlord ends a tenancy. Both the landlord and tenant have 14 days to submit their review. Reviews are mutually concealed until both are submitted or the deadline expires.
- After the 14-day window, submitted reviews become visible. A 'Did not review' flag is displayed on the non-submitting party's profile.
- Reviews are permanent. No edits are permitted after submission. Appeals may be submitted to the FARE Agents admin team; the sole remedy is removal of the review if it is found to violate these Terms.
- FARE Agents may remove reviews that are defamatory, unlawful, or in breach of these Terms.
- Users may not submit reviews about themselves, their associates, or competing parties.

21. Prohibited Conduct

You must not, and must not attempt to:

- Misrepresent property details or ownership.
- Circumvent the platform to avoid the FARE Fee after using the platform to connect with a buyer.
- Harass, discriminate against, or abuse other users.
- Create multiple accounts to manipulate ratings.
- Submit false GPS check-in data to circumvent the physical inspection requirement.
- Submit false or defamatory reviews.
- Use the platform for money laundering, fraud, or any illegal purpose.
- Reverse engineer, decompile, or systematically extract data from the platform.

22. Intellectual Property

- All platform content, design, and software is owned by FARE Agents Pty Ltd or its licensors.
- Users grant FARE Agents a non-exclusive, royalty-free licence to display their listing content on the platform and partner channels for the purposes of the platform's operation.

23. Privacy

Your personal information is handled in accordance with the FARE Agents Privacy Policy (incorporated into these Terms by reference) and the *Privacy Act 1988* (Cth). This includes GPS location data collected during property check-ins, which is used solely for verifying physical inspection attendance and is not used for any other purpose.



24. Limitation of Liability

- To the maximum extent permitted by Australian law, FARE Agents' total liability to any user is limited to the FARE Fees paid by that user in the 12 months preceding the claim, or \$500, whichever is greater.
- FARE Agents is not liable for: loss of profits, consequential loss, property transaction failures, inaccurate listing data, disputes between users, Property Concierge service failures, Tradesperson work quality or defects, or emergency services response times.
- Nothing in these Terms limits liability for death or personal injury caused by negligence, or rights under the Australian Consumer Law that cannot lawfully be excluded.

25. Indemnification

Users indemnify FARE Agents, its directors, employees, and agents against claims, losses, damages, and costs arising from the user's listing content, conduct on the platform, GPS data submitted, Property Concierge or Tradesperson services engaged, or breach of these Terms.

26. Termination

- FARE Agents may suspend or terminate accounts for breach of these Terms.
- Users may close their account at any time; listed properties will be de-listed.
- Termination does not affect completed ratings and reviews, which remain on the platform.
- **Survival:** clauses 6 (fees for completed sales), 24, 25, and 27 survive termination of these Terms.

27. Governing Law & Disputes

- These Terms are governed by the laws of New South Wales, Australia.
- Disputes must first be raised by written notice to info@fareagents.com.au.
- If unresolved within 30 days, disputes proceed to mediation in Sydney NSW before any litigation may commence.
- The courts of New South Wales have non-exclusive jurisdiction.

28. Changes to Terms

- FARE Agents may update these Terms with 14 days' notice by email or in-app notification.



- Continued use of the platform after the effective date constitutes acceptance of the updated Terms.