



**HUTTON & HUTTON**  
REAL ESTATE

# **CODE OF CONDUCT**

CONDUCT, ETHICS AND BEHAVIOUR



# OVERVIEW

All of us at Hutton & Hutton Real Estate should:

1. Always act ethically and professionally with integrity and not engage in any activity that may bring Hutton & Hutton into disrepute, and in particular, conduct business and personal activities in compliance with this Code and Queensland Legislation.
2. Act in the best interests of our Clients and Customers.
3. Obtain all instructions from Clients in writing.
4. Ensure all forms used including Contracts, Form 6 Appointment To Act and any other form used from time to time is compliant with the Property Occupations Act 2014.
5. Clearly disclose all expected commission, fees, advertising expenses and any other fees in writing in advance.
6. Avoid any conflict of interest.
7. Not disclose confidential information.
8. Never bate advertise.
9. Disclose pertinent facts to sellers, buyers, landlords and tenants of which you are aware.
10. Provide an honest, researched and realistic market appraisal of a property.
11. Be transparent in our business dealings.
12. Treat other H & H team members, and our competitors with respect.
13. Attend ongoing training.
14. Resolve all disputes in a professional manner.



## **CONDUCT, ETHICS AND BEHAVIOUR IN REAL ESTATE**

The Hutton & Hutton Real Estate Code ("the H & H Code") sets boundaries of acceptable conduct in real estate practice and defines minimum standards of behaviour required to hold membership within the Hutton & Hutton team ("H & H Team Member").

The H & H Code provides a standard from which all H & H team members can benchmark our behaviour as real estate agents and as an agency group.

The objectives of the H & H Code are to (1) define, (2) encourage and reward compliance, and (3) enable a guide of conduct, ethics and appropriate behaviour.

### **DEFINITIONS**

In the H & H Code -

**"Agency Contract"** – means any agreement entered into between a H & H member and Client with respect to the sale, rental or management of the Client's property.

**"Appraisal"** – means the assessment of a property for the purpose of determining an estimated selling price. An Appraisal is not a Valuation.

**"Client"** – means any person or entity who has engaged a H & H Team Member to act on their behalf.

**"Company"** – means any agency or individual granted a license to trade under the 'Hutton & Hutton Real Estate' and/or 'Hutton & Hutton' and/or 'H & H' brand.

**"Customer"** – means any person or entity involved in a transaction but not as a Client.

**"Legislation"** – means any legislation and laws in force that affect or regulate real estate transactions in Queensland.

**"Member"** – means any member of Hutton & Hutton Real Estate and includes any employee of a member. "Member" includes registered agents, sales representatives, property managers, administration personnel, trainee or auctioneer.

**"Trainee"** – means a person who is undertaking a traineeship as a sales or property management representative.

**"Transaction"** – means the sale, purchase or rental management of real estate or a business.



## **1. CONDUCT**

All H & H Team Members should uphold the honour and dignity of the Company and not engage in any activity that may bring the Company into disrepute and, in particular, conduct business and personal activities in compliance with the H & H Code and Legislation.

- 1.1 A H & H Team Member should only agree to act for a Client when they reasonably expect to be able to fairly and competently serve the Client.
- 1.2 A H & H Team Member should promptly disclose to the Company any conduct by them or another H & H Team Member which is contrary to the H & H Code or Legislation.
- 1.3 A H & H Team Member should promptly disclose to the Company any matter which may adversely affect a H & H Team Member's ability to practice according to the H & H Code or Legislation.
- 1.4 A H & H Team Member should not provide Clients or Customers with insurance, financial or investment advice unless appropriately qualified or appointed.
- 1.5 A H & H Team Member in effective control of a real estate business should properly supervise the business and ensure that employees of the business comply with the H & H Code and Legislation.
- 1.6 A H & H Team Member should not discriminate against any person in any capacity for reasons of race, colour, religion, sex, familial status, national origin, age, disability or for any other reason.

## **2. RELATIONS WITH CLIENTS**

A H & H Team Member should act in the best interests of their Client.

- 2.1 A H & H Team Member should at all times exercise loyalty to the interests of the Client and should not act in any way which could be construed as being contrary to the best interests of the Client.
- 2.2 A H & H Team Member should communicate effectively and promptly with Clients.
- 2.3 A H & H Team Member should provide the Client with updates as often as reasonably necessary regarding the progress of the Transaction.

## **3. AUTHORITIES AND INSTRUCTIONS**

A H & H Team Member should obtain all instructions in writing.

- 3.1 A H & H Team Member should obtain all authorities and instructions to act in a Transaction on behalf of a Client in writing using standard REIQ forms found in Realworks.



- 3.2 A H & H Team Member should do everything possible to act in accordance with the Client's instructions unless it is contrary to this Code or unlawful.
- 3.3 A H & H Team Member should take all reasonable steps to avoid error, exaggeration or misrepresentation of any material facts regarding the Transaction.
- 3.4 A H & H Team Member should use reasonable care to ensure the documents relating to the Transaction remain accurate at all times.

#### **4. AGENCY CONTRACT**

**An Agency Contract should be in clear and understandable terms.**

- 4.1 A Form 6 between the Company and Client should be in clear and understandable terms and should set out the matters agreed between them. It must be properly filled out and signed, dated and initialed correctly.
- 4.2 A H & H Team Member appointed as a sole or exclusive agent should take reasonable steps before entering into a Form 6 Agreement to Act to find out whether the Client already has a Form 6 in place and, if so, the H & H Team Member should not accept the instructions of that Client.
- 4.3 A H & H Team Member should not knowingly induce or attempt to induce a person to breach another Agency's Form 6.
- 4.4 A H & H Team Member should not knowingly induce or attempt to induce a person to enter into a Form 6 which would make that person liable to pay commission or fees to more than one agency.
- 4.5 The period of an initial Form 6 should not exceed the period specified in Legislation.
- 4.6 A H & H Team Member should provide a signed copy of the Form 6 to their Administration Manager within one working day of date of execution and cause the Administration Manager on receiving it to provide a copy to the Client immediately.
- 4.7 Any amendment to the Form 6 should be agreed to in writing by each party.

#### **5. EXPENSES/FEES**

**A H & H Team Member should disclose all expected marketing expenses and third party referral benefits in writing in advance.**

- 5.1 A H & H Team Member should provide a Client with a written statement of expected marketing expenditure in the Form 6 and, if applicable, advise the Client that the H & H Team Member will or may receive benefits from a third party and must disclose the details of those benefits.



- 5.2 A H & H Team Member should endeavor to expend advertising funds of the Client as agreed and to achieve the greatest benefit for the Client.

## **6. CONFLICT OF INTEREST**

**A H & H Team Member should avoid any conflict of interest.**

- 6.1 A H & H Team Member should avoid any conflict of interest, including between Clients or the H & H Team Member's business.
- 6.2 A H & H Team Member should not act for a person in any transaction where the H & H Team Member is, or becomes, aware that the interest of that person is, or would be, in conflict with that of the Company.
- 6.3 A H & H Team Member should not acquire an interest in or buy a property, or present offers for or on behalf of:
- themselves,
  - any member of their immediate
  - families, their business, or
  - any employee, or
  - any entities in which they have any ownership or interest without making the true position known to the vendor in writing prior to the acquisition.
- 6.4 Where there is a potential for, or actual, conflict of interest, the H & H Team Member should advise the Client and provide them with the opportunity to terminate their instructions with the Company.
- 6.5 If a H & H Team Member is selling a property in which they have a direct or indirect interest, the H & H Team Member should reveal their ownership or interest in writing to the purchaser or the purchaser's representative at the commencement of negotiations.

## **7. CONFIDENTIALITY**

**A H & H Team Member should not disclose confidential information.**

- 7.1 A H & H Team Member should not disclose confidential information relating to a Client without prior written consent, unless required to do so by law.
- 7.2 A H & H Team Member should not disclose details relating to an offer on a property by a Customer (including the Customer's personal details) to anyone other than the Client.
- 7.3 A H & H Team Member should securely retain any documents relating to a Transaction and save them to the listing in REX.
- 7.4 H & H's privacy policy can be found online at <https://huttonandhutton.com.au/privacy-policy/> and a hard copy should be made available to buyers at open homes at all times.



## **8. DISCLOSURE**

**A H & H Team Member should disclose pertinent facts of which they are aware.**

- 8.1 A H & H Team Member should not exaggerate, misrepresent or conceal relevant facts regarding a transaction of which they are aware.
- 8.2 A H & H Team Member is not, however, expected to discover latent defects in the property or advise on matters outside the scope of their expertise.
- 8.3 A H & H Team Member should recommend to potential purchasers that they obtain independent professional advice.

## **9. PRICING**

**A H & H Team Member should provide an honest, researched and realistic market appraisal of a property.**

- 9.1 A H & H Team Member should provide a realistic Appraisal of the market value of a property, which is substantiated by comparative sales data.
- 9.2 A H & H Team Member should not create an inflated expectation of price in order to secure a listing from a potential Client.
- 9.3 A H & H Team Member should not intentionally create an ambiguous or misleading price range or under quote the expectations of the Vendor to potential buyers nor encourage the Client to enter into an arrangement whereby consumers could be misled.
- 9.4 A H & H Member should never engage in bait advertising. If you use an 'Offers Over' price tag, it is the Office of Fair Trading's (OFT) view that it should carry the minimum amount the vendor is willing to accept to sell the property. The OFT define the "minimum amount" as the list price or match price shown in the Form 6.
- 9.5 In relation to an Auction campaign, a H & H Team Member should never provide Customers with a price guide as it is illegal to do so.
- 9.6 In relation to an Auction campaign, subject to Client's written approval within their Form 6 agreement, a H & H Team Member may provide Customers a 'Comparable Sales Report' of similar properties that have sold recently in the area.
- 9.7 All communications to the public regarding expected price or price range of a property should be consistent with the estimated selling price agreed between the Client and H & H Team Member as detailed in the Form 6 and as required by Legislation.



- 9.8 If the estimated selling price needs to be revised during the marketing campaign, both parties should agree in writing and the previous price should cease to be used.
- 9.9 At all times, the price quoted by a H & H Team Member, either verbally or in writing, should not be less than the price the Client would accept or as required by Legislation.

## **10. TRANSPARENCY**

**A H & H Team Member should be transparent in their business dealings.**

- 10.1 A H & H Team Member should act in an honest, forthright and transparent manner in all real estate dealings.
- 10.2 A H & H Team Member should not accept, directly or indirectly, any commission, rebate, fee, discount or other benefit without giving notice to the Client.
- 10.3 If a property is to be sold to a developer (other than through public auction) for whom the H & H Team Member will act, then prior to the sale, the H & H Team Member should advise the Client in writing of that conflict or potential conflict.
- 10.4 A H & H Team Member should disclose in writing to an original Client any interest in a 'Subject to' sale arrangement (upon entering that arrangement with another Client).
- 10.5 A Trainee should advise a potential client of their trainee status prior to taking instructions.

## **11. RELATIONS WITH OTHER H & H TEAM MEMBERS**

**A H & H Team Member should treat other H & H Team Members and real estate agents and agencies that are not H & H Team Members or part of the Company with respect.**

- 11.1 A H & H Team Member should not make, authorise or encourage any derogatory, disparaging or unfounded comments concerning the practices of another person.
- 11.2 A H & H Team Member should not exaggerate or misrepresent their services in their own right or compared with services offered by other agents or agencies.
- 11.3 Nothing in this Code should restrict legal or reasonable business competition by a H & H Team Member when competing with other agents or agencies.





- 11.4 A H & H Team Member should attempt to settle disputes with any other agent or agency in an appropriate professional manner.

## **12. PROFESSIONAL DEVELOPMENT**

A H & H Team Member should attend ongoing training.

- 12.1 A H & H Team Member should remain fully informed and undertake ongoing professional development to ensure they are familiar with all relevant legislation and codes.
- 12.2 A H & H Team Member should endeavor to meet the Continuing Professional Development standards set by the REIQ.

## **13. DISPUTE RESOLUTION - MEMBER TO MEMBER AND CLIENT/CUSTOMER TO MEMBER**

A H & H Team Member should resolve disputes in a professional manner.

- 13.1 Where a dispute arises between H & H Team Members or between a Client/Customer and a H & H Team Member, there are three (3) essential steps that must be taken.
- 13.1.1 The parties should:  
In the first instance, attempt to resolve the matter informally by telephone, letter, email or face-to-face meeting. A copy of all communications should be supplied to the H & H Principal in charge. A Register of Complaints will be maintained by each office and branch office of the Company.
- 13.1.2 If resolution is not achieved, then:  
The parties should request an internal mediation by the H & H Principal in charge. Each party will provide a written submission to the Company no less than seven (7) days prior to the mediation.
- 13.1.3 If resolution is not achieved through internal mediation then:  
The matter may be referred to the REIQ and or the OFT and dealt with in accordance with the Legislation and By-Laws in force from time to time, or the Office of Consumer and Business Affairs at the discretion of the Company.

## **PUBLICISING THE H & H CODE**

All offices and branch offices of the Company should prominently display a notice of the existence of this Code, and their adherence to it, in the public area of their office.

Upon request, a Member should advise a Customer that the current version of the H & H Code is available at [www.huttonandhutton.com.au/code-of-conduct/](http://www.huttonandhutton.com.au/code-of-conduct/).