



RUPIN HOMES

EMAIL COMMUNICATION TERMS & CONDITIONS

Effective Date: 17 September 2025

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1. LEGAL STATUS & CONTRACTUAL FORMATION

1.1 These Email Communication Terms & Conditions (“Terms”) constitute a unilateral standing offer and notice under:

- Electronic Transactions (Victoria) Act 2000 (Vic)
- Electronic Transactions Act 1999 (Cth)
- Spam Act 2003 (Cth)
- Competition and Consumer Act 2010 (Cth)
- Copyright Act 1968 (Cth)
- Applicable Australian common law principles

1.2 By transmitting an email to any email address owned, operated or controlled by Rupin Homes (“Rupin Homes”, “Company”), the sender:

- a) Acknowledges notice of these Terms;
- b) Accepts these Terms by conduct;
- c) Enters into a legally binding agreement with the Company;
- d) Agrees to the reasonable administrative cost recovery provisions contained herein.

1.3 Acceptance occurs upon transmission of the email.

1.4 Consideration is provided by the Company allowing access to its electronic communication infrastructure and allocating resources to receive, screen, review and process the communication.

2. LEGITIMATE BUSINESS INTEREST

The Company maintains strict email governance to:

- Protect staff resources
- Prevent disruption to construction and regulated operations
- Mitigate legal and Cybersecurity risks
- Comply with statutory obligations
- Avoid operational inefficiency

The administrative cost recovery provisions protect these legitimate commercial interests.



3. PERMITTED EMAIL COMMUNICATIONS

The Company consents to receive email communications only from:

- Victorian and Commonwealth Courts
- Police and Law Enforcement
- Government Departments and Statutory Authorities
- Licensed Legal Practitioners
- Conveyancers
- Registered Building Practitioners under the Building Act 1993 (Vic)
- Licensed Builders
- Construction Professionals and Tradespersons
- Construction Clients
- Municipal Councils
- Existing contractual counterparties

All acceptance remains at the Company's sole discretion.

4. NON-PERMITTED COMMUNICATIONS

The Company expressly withdraws consent to receive:

- Marketing proposals
- SEO services
- Website design services
- Digital marketing services
- Advertising services
- Lead generation services
- Data harvesting communications
- Unsolicited commercial electronic messages
- Social media marketing approaches
- Cold sales approaches
- Unrelated personal communications

Any such communication is unauthorised.



5. REASONABLE ADMINISTRATIVE COST RECOVERY

5.1 Genuine Pre-Estimate of Loss

Where a non-permitted email is received, the sender agrees to pay a reasonable administrative cost recovery fee.

This fee represents a genuine and reasonable pre-estimate of loss including:

- Staff review time
- IT system allocation
- Compliance review
- Risk assessment
- Data handling
- Record management
- Cybersecurity screening
- Operational disruption

The parties acknowledge the fee is not a penalty.

5.2 Fee Schedule

Non-permitted email:
AUD \$125.00 per email

Repeated or persistent non-permitted communications:
AUD \$250.00 per occurrence

5.3 Persistent Conduct

Where communications demonstrate repeated or systematic conduct, the Company may:

- Issue aggregated invoices
- Seek injunctive relief
- Pursue statutory remedies under the Spam Act 2003 (Cth)

6. PAYMENT TERMS

6.1 Payment is due within 7 days of invoice.

6.2 Interest accrues on unpaid amounts at:

10% per annum calculated daily, or
The maximum rate permitted under Victorian law,
whichever is lower.



7. DEBT RECOVERY & ENFORCEMENT

7.1 If payment is not made, the Company may:

- Commence proceedings in the Magistrates' Court of Victoria
- Recover legal costs on a solicitor-client basis
- Recover court filing fees
- Recover debt collection fees
- Recover enforcement costs

7.2 The sender indemnifies the Company against all reasonable costs associated with recovery.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- The Company is not liable for any loss arising from unauthorised communications.
- No advisory, fiduciary, or contractual relationship arises merely by receipt of email.
- The Company makes no representation that emails will be read or responded to.

Nothing excludes non-excludable statutory guarantees under Australian Consumer Law.

9. COPYRIGHT & INTELLECTUAL PROPERTY

This document is the exclusive intellectual property of **Rupin Homes**.

Protected under:

- Copyright Act 1968 (Cth)
- International copyright conventions
- Common law intellectual property rights

No part may be copied, reproduced, distributed, republished, adapted or used commercially without written consent.

Unauthorised use may result in:

- Injunctions
- Damages
- Account of profits
- Legal costs



10. GOVERNING LAW

This agreement is governed exclusively by the laws of the State of Victoria, Australia.

The parties submit to the exclusive jurisdiction of the courts of Victoria.

11. SEVERABILITY

If any provision is invalid or unenforceable, the remainder remains in full force.

12. NO WAIVER

Failure to enforce any provision does not constitute waiver.

13. VARIATION

The Company may amend these Terms at any time. The current published version supersedes all previous versions.

EXECUTION

Executed as a formal corporate policy of
RUPIN Homes

Date: 27 / 02 / 2026