Privacy Policy

Nicole Gervasi Property Group

Nicole Gervasi Pty Ltd (ACN 617 408 509) as trustee for the Nicole Gervasi Unit Trust, trading as Nicole Gervasi Property Group

ABN 44 580 734 232

Effective date: 28 September 2026

1. Definitions

In this Policy, unless the context requires otherwise:

AML/CTF Act means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

APP means an Australian Privacy Principle set out in Schedule 1 to the Privacy Act.

AUSTRAC means the Australian Transaction Reports and Analysis Centre.

Eligible Data Breach has the meaning given in Part IIIC of the Privacy Act.

NGPG, we, us and our mean Nicole Gervasi Pty Ltd (ACN 617 408 509) as trustee for the Nicole Gervasi Unit Trust, trading as Nicole Gervasi Property Group, ABN 44 580 734 232.

OAIC means the Office of the Australian Information Commissioner.

Privacy Act means the Privacy Act 1988 (Cth).

Renter's Information has the meaning given in section 505BA of the Residential Tenancies Act 1997 (Vic).

RTA means the Residential Tenancies Act 1997 (Vic).

Service Providers means third parties that provide systems, processing, operational or professional services to or for NGPG.

2. Introduction and Scope

NGPG is a Victorian real estate agency providing property management, sales agency and, where applicable, buyer's agency services. This Privacy Policy explains how we handle personal information in connection with those services and our other business activities.

This Policy applies to personal information we handle about landlords, rental applicants, renters, vendors, buyer clients, prospective purchasers, property-enquiry and inspection attendees, transaction parties, suppliers and other individuals who deal with us.

3. Privacy Standards

NGPG complies with the Privacy Act and the APPs to the extent applicable to its activities and adopts this Policy as its general standard for handling personal information. We also comply with other privacy and information-handling requirements that apply to our activities, including applicable Victorian residential tenancy and AML/CTF requirements.

4. Personal Information We Collect

We collect personal information that is reasonably necessary for our functions and activities, or otherwise permitted by law. We generally collect it directly from the individual through discussions, forms, applications, agreements, inspections, our website and correspondence. Where lawful and appropriate, we may also collect information from clients, referees,

representatives, transaction parties, public sources, authorities and Service Providers. The types of information we collect depend on the person's dealings with us.

We may collect sensitive information only where it is reasonably necessary for our functions or activities and permitted by law, including with consent where required. This may include health or accessibility information voluntarily provided for access, safety or accommodation needs, and criminal-record or verification information where lawfully required.

4.1 Rental Applicant and Renter Information

For Victorian rental applications, NGPG uses the prescribed application form and requests only information permitted by applicable Victorian law to assess an applicant's identity, suitability and capacity to pay, together with any other information expressly permitted by law. Depending on what is permitted and relevant, this may include:

(a) full name, date of birth, and contact details;

(b) employment and income information;

(c) rental history and references;

(d) identity documents (for example, driver licence, passport);

(e) income or other capacity-to-pay information requested through the prescribed application process and permitted by law.

4.2 Landlord, Vendor and Client Information

(a) full name and contact details;

(b) property ownership details;

(c) banking details for rental disbursements or settlement;

(d) identification and related information where customer due diligence is required under clause 13.

4.3 Buyer Clients, Prospective Purchasers and Transaction Parties

Where relevant to a sale, purchase or buyer's agency engagement, we may collect the following from buyer clients, prospective purchasers and other transaction parties:

(a) full name and contact details;

(b) offer, instruction and negotiation details relevant to a sale or purchase;

(c) finance pre-approval or capacity information, where volunteered or reasonably required for the relevant transaction or service.

4.4 Inspection and Property Information

(a) property condition records, including photographs and written inspection reports;

(b) visual or digital records of a property's interior and exterior obtained during routine or entry inspections;

(c) maintenance requests and correspondence relating to property condition;

(d) names and contact numbers of attendees collected at open for inspections, for both sale and rental properties;

(e) names and contact details collected in relation to property enquiries.

This information may be collected to assess and report on property condition, respond to maintenance needs, administer an enquiry or campaign, and fulfil our responsibilities to property owners, vendors and buyer clients.

5. Inspection and Marketing Imaging

We may use Service Providers, including Inspection Express, to document property condition during routine and other lawful inspections. Inspection reporting platforms may use standard photography, video or 360-degree imaging technologies.

We may engage external photographers or videographers as Service Providers to create marketing material for a property for sale or lease. We may provide relevant contact, access and property details to arrange and perform that service. Marketing material is intended to depict the property rather than identifiable individuals or private items, although incidental capture may occur.

5.1 Purpose of Imaging

Inspection imaging may be used for purposes including:

(a) documenting the condition of the property for landlord reporting;

(b) identifying maintenance or repair requirements;

(c) supporting any future dispute resolution or tribunal proceedings;

(d) maintaining a property condition history on behalf of the owner.

Marketing images may be used to advertise a property for sale or lease, subject to clause 5.2.

5.2 Scope of Imaging

Inspection imaging generally captures the entirety of each room rather than only specific structural elements. It typically focuses on property condition and general cleanliness. During lawful inspections, NGPG takes reasonable steps to minimise incidental capture of personal items or identifiable individuals, although incidental capture may occur where reasonably unavoidable.

NGPG will not use an image containing a renter's personal information or showing the renter's possessions to advertise the property without the renter's written consent where required by Victorian law.

Before marketing material is published, NGPG takes reasonable steps to review it and, where appropriate, exclude, edit or redact personal information and images of a renter's possessions. If a renter raises a concern about incidental capture in inspection or marketing material, NGPG will also review the relevant material and, where appropriate and practicable, edit or redact it before further sharing.

6. Using Personal Information

6.1 How We Use Personal Information

We may use personal information for the purpose for which it was collected, related purposes reasonably expected in the circumstances and other purposes required or permitted by law, including:

(a) processing rental applications and assessing applicants as permitted by applicable Victorian law;

(b) providing property management services and managing residential rental agreements and related obligations;

(c) communicating with landlords and renters about property condition, access, maintenance and rental matters;

(d) conducting lawful inspections and preparing property condition reports;

(e) arranging maintenance, repairs, safety and compliance services, and optional referrals selected by an individual;

(f) providing sales agency and, where applicable, buyer's agency services, including marketing and progressing a sale or purchase;

(g) conducting customer due diligence and meeting applicable AML/CTF obligations;

(h) meeting legal, regulatory, licensing, taxation, accounting and recordkeeping obligations;

(i) managing complaints, disputes, claims and court, tribunal or regulatory matters;

(j) responding to enquiries and communicating about appointments, applications, campaigns, services and transactions;

(k) undertaking direct marketing where permitted by law; and

(l) engaging Service Providers and administering our business.

6.2 Automated Decisions

NGPG uses two third-party systems in connection with rental applications and customer identity and verification processes. These systems may assist NGPG by organising, checking, filtering, assessing or ranking personal information for review. Depending on the process, that information may include rental-application information, identity and contact details, income or capacity-to-pay information, rental history, identification documents, and customer due-diligence or verification information.

System outputs may be relevant to assessing a rental application, determining whether further information or verification is required, or determining whether NGPG can commence or continue providing a regulated service. The systems do not make the final decisions for NGPG and do not automatically determine whether a rental applicant is approved or whether NGPG accepts, rejects or continues a client engagement. Authorised NGPG personnel review the relevant available information and any system output and make those decisions.

7. Storage, Security and Service Providers

7.1 Hosted and Processing Systems

Depending on the relevant service and systems in use, personal information may be stored or processed in:

(a) property-management, CRM and rental-application systems;

(b) inspection reporting and imaging, website and online-form, newsletter, email, cloud-storage, electronic-signature and payment systems;

(c) IT support, backup and security systems; and

(d) physical files, where used.

7.2 Security

We take reasonable steps to protect personal information from misuse, interference, loss, and unauthorised access, modification, or disclosure. These steps include:

(a) access controls limiting personal information to staff who require it to perform their duties;

(b) selection and review of Service Providers where appropriate to the nature of their services;

(c) staff guidance on privacy and information handling; and

(d) review of relevant data-handling practices from time to time.

7.3 Operational Service Providers

We may disclose personal information to Service Providers that host or process information for us or perform operational functions, including property management, rental applications, inspections, compliance and maintenance, photography, communications, payments, IT support, backups, professional advice and customer due diligence. Any disclosure of Renter's Information under this clause is subject to clause 12 and the RTA. We take reasonable steps appropriate to the circumstances when selecting and managing Service Providers and do not exclude any responsibility imposed on NGPG by law.

Current key operational providers include Inspection Express for inspection reporting and imaging, My Safe Home for electrical, gas and smoke-alarm compliance and related maintenance, and AML Assured for customer due diligence and identity verification. We may use replacement or additional providers performing equivalent functions, and this list is not exhaustive.

7.4 Optional Referrals

If an individual elects to use an optional referral service, we may disclose relevant information to the selected provider. Current referral services include Connect Now for utility connections and Terri Scheer for landlord insurance. The provider may use the information to provide and administer the selected service and for associated security, legal, regulatory and recordkeeping purposes.

7.5 Provider Handling

Service Providers may receive contact, access, property, transaction and other information reasonably necessary for their function. They may use it to provide and administer the relevant service and for associated security, legal, regulatory and recordkeeping purposes.

7.6 Retention and Destruction

Subject to specific statutory requirements, including clauses 12 and 13, we retain personal information only for as long as reasonably needed for our functions and activities or for a period required or permitted by law. When personal information is no longer required and the law does not require or permit its retention, we take reasonable steps to destroy it securely or de-identify it.

8. Overseas Storage, Access and Disclosure

Our Service Providers and their related entities, contractors or subcontractors may store, process or access personal information outside Australia. The countries involved may vary according to provider, service and subcontractor arrangements and may change over time.

Likely countries may include India, Indonesia, Fiji, Japan, Singapore, Malaysia, New Zealand, the Philippines, South Africa, the United States, the United Kingdom and European Union member countries. You may contact us for further information about likely countries.

Before disclosing personal information to an overseas recipient, NGPG takes the reasonable steps required by APP 8.1 to ensure APP-consistent handling, unless an exception applies. Overseas privacy laws may differ from Australian law, and this Policy does not guarantee Australian-only storage or equivalent overseas laws.

9. Data Breach Notification

Where NGPG has reasonable grounds to believe an Eligible Data Breach has occurred, it will assess and give notifications as required by Part IIIC of the Privacy Act.

10. Open Homes and Direct Marketing

At open homes, we may collect attendee contact details using a paper or electronic register to administer attendance, respond to enquiries, communicate about the attended property and its campaign, and report relevant campaign information to the vendor or landlord.

10.1 Information Collected

Attendees may be asked to provide the following information:

(a) full name;

(b) contact phone number;

(c) email address.

10.2 Communications and Use

We may use this information:

(a) to communicate about the attended property and its sale or leasing campaign;

(b) to report attendance and relevant campaign information to the vendor or landlord;

(c) to manage active enquiries, appointments, applications and transactions;

(d) for direct marketing about unrelated properties or services, but only where NGPG has the consent or other lawful basis required for the communication; and

(e) for related administrative, security, legal and recordkeeping purposes.

10.3 Handling and Opt-out

Open-home information may be recorded in physical or electronic systems and disclosed to relevant vendors, landlords and Service Providers as reasonably necessary for the above purposes.

Merely providing contact information to attend an open home does not, by itself, constitute consent to unrelated marketing. NGPG will undertake unrelated email, SMS or other direct marketing only where it has the consent or other lawful basis required for the communication. Each direct-marketing communication will provide a simple means to opt out or unsubscribe, and NGPG will honour a request within a reasonable period and without charge. An opt-out from direct marketing does not prevent necessary communications about an active enquiry, appointment, application, engagement, campaign or transaction.

11. Disclosure of Personal Information

NGPG does not sell or rent personal information lists. Subject to clause 12 and the RTA in relation to Renter's Information, NGPG may disclose personal information where reasonably necessary for its functions and activities or as required or permitted by law, including:

(a) to landlords, vendors, buyer clients, prospective purchasers and other transaction parties, and their representatives, where relevant to a property service or transaction;

(b) to operational Service Providers described in clause 7, including inspection, imaging, compliance, maintenance, photography, technology, payment and customer due diligence providers, only where authorised or permitted by applicable law or under valid written consent where required;

(c) to Connect Now, Terri Scheer or another referral provider where the individual elects to use the relevant optional service;

(d) to tradespeople, contractors, utilities, councils, water authorities and other operational or transaction recipients where relevant to a property or requested service;

(e) to AUSTRAC and other government, law-enforcement, regulatory, court or tribunal bodies where required or permitted by law;

(f) to insurers, lawyers, accountants, auditors and other professional advisers;

(g) to a prospective purchaser of, or successor to, all or part of NGPG's business, subject to clause 12, applicable renter-information restrictions and appropriate confidentiality arrangements; and

(h) as otherwise authorised, required or permitted by law.

Where the Privacy Act requires NGPG to take steps in connection with a disclosure, NGPG takes reasonable steps appropriate to the circumstances.

12. Renter's Information under Victorian Law

Sections 505BA–505BE of the RTA regulate the protection, use, disclosure, reuse and destruction of Renter's Information. NGPG handles Renter's Information in accordance with those provisions and other applicable law, and collects rental applicant information only as permitted by applicable Victorian law and the prescribed rental-application requirements.

NGPG takes reasonable steps to protect Renter's Information and uses or discloses it only where authorised or permitted by the RTA or other applicable law. A Service Provider may receive Renter's Information only where authorised or permitted by applicable law or under valid written consent where required. This Policy does not itself obtain or constitute consent.

Renter's Information collected for one rental application is not reused for another rental application unless the applicant has given the written consent required by the RTA.

Subject only to retention required by another law or by a court or tribunal order, NGPG securely destroys or permanently de-identifies:

(a) Renter's Information relating to an unsuccessful rental applicant within 30 days after a rental agreement is entered into for the relevant premises;

(b) where that unsuccessful applicant has given the written consent required by the RTA for reuse, that information within six months after the rental agreement is entered into for the relevant premises; and

(c) Renter's Information relating to a renter within three years after the rental agreement ends.

13. Anti-Money Laundering and Counter-Terrorism Financing

Where the AML/CTF Act applies to a sales agency, buyer's agency or other service, NGPG conducts customer due diligence and performs other applicable AML/CTF obligations.

For relevant customers and other persons, we may collect and verify identity, beneficial ownership, source-of-funds, transaction and related information required or permitted by law. Verification may involve identity documents and electronic or other verification methods.

We may provide relevant information to AML Assured or another Service Provider to perform customer due diligence, identity verification and associated administrative, security, legal, regulatory and recordkeeping functions.

NGPG may disclose information to AUSTRAC or other authorities and retains relevant AML/CTF records for the period required by applicable law. Those periods depend on the record and obligation concerned.

14. Access and Correction

You may request access to personal information we hold about you by using the contact details in clause 18. We will respond within a reasonable period. We may decline or limit access where required or permitted by law and, where required, will give written reasons and information about available complaint mechanisms.

You may also request correction of personal information you believe is inaccurate, out of date, incomplete, irrelevant or misleading. We will respond within a reasonable period and take the steps required by applicable law.

15. Complaints

If you believe NGPG has not handled your personal information consistently with this Policy or applicable privacy law, you may complain using the contact details in clause 18. Please provide enough information for us to understand and investigate the matter. NGPG aims to respond within 30 days, but may require additional time depending on the complexity of the complaint and will communicate with you if more time is needed.

If you are not satisfied with our response, you may, where applicable, complain to the OAIC at www.oaic.gov.au or on 1300 363 992. Complaints concerning Victorian renter-information obligations may also be made to Consumer Affairs Victoria.

16. Website and Newsletter

We may collect personal information through our website, online forms, cookies or similar technologies, and newsletter subscriptions. Cookies or similar technologies may collect device, browser, usage and interaction information. We use that information to operate and secure the website, respond to enquiries, provide requested information and send communications or direct marketing where permitted by law. Where used, third-party analytics or advertising tools may involve overseas handling, subject to clause 8. Marketing messages will provide a simple way to unsubscribe or opt out, and clause 10.3 applies.

17. Updates to This Policy

We may update this Policy from time to time to reflect changes in our practices, technology or legal obligations. The current version and effective date will be made available at our office or on our website.

18. Contact Us

For privacy enquiries, access or correction requests, complaints, further information about likely overseas countries, or a copy of this Policy, please contact:

Nicole Gervasi Property Group

Privacy Contact: Nicole Gervasi, Director

Email: nikki@nicolegervasi.com.au

Phone: 0438 166 116

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