

# Direct Debit Request Service Agreement



The following is your Direct Debit Request Service Agreement with Dental Members Australia Pty Ltd. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

## Definitions

**account** means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between *you* and *us*.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by *you* to *us* is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the Direct Debit Request between *us* and *you*.

**us** or **we** means Dental Members Australia Pty Ltd (the Debit User) *you* have authorised by signing a *Direct Debit Request*.

**you** means the customer who signed the *Direct Debit Request*.

**your financial institution** means the financial institution nominated by *you* on the *Direct Debit Request* at which the *account* is maintained.

## 1. Debiting your account

- 1.1 By signing a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.
- 1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.
- 1.3 If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the *banking day* prior. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

## 2. Amendments by us

- 2.1 *We* may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least **fourteen (14) days** written notice.
- 2.2 The amount of *your debit payment* may be reduced by any lump sum payments made by *you*.
- 2.3 The amount of *your debit payment* may be reduced by any amounts paid by *your* Private Health Insurance rebate.

## 3. Amendments by you

- 3.1 *You* may change, stop or defer a debit payment, or terminate this agreement if *you* have not started *your* dental treatment by providing at least fourteen days (14 days) written notice in the form of a completed cancellation form. Cancellation forms will be available at *your* dental practice during business hours.
- 3.2 *You* may change, stop or defer a debit payment, or terminate this agreement if *you* have started *your* dental treatment by providing at least fourteen days (14 days) written notice in the form of a completed cancellation form. Cancellation forms will be available at *your* dental practice during *business hours*.
- 3.3 If *you* have started *your* dental treatment and terminate this agreement as provided for in clause 3.2, but the work the subject of the corresponding treatment plan has not been completed (e.g. patient transfers to another clinic), *you* remain liable for the balance amount payable for the work which has been completed, and agree that *debit payments* will continue until that balance has been paid. *You* may elect to pay the balance in a lump sum payment.
- 3.4 In no circumstances will a refund be available in the event of termination.

## 4. Your obligations

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
  - (a) *you* may be charged a fee and/or interest by *your financial institution*;
  - (b) *you* will also incur a \$30 dishonour fee by us; and

(c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*. Contact your dental practice directly during *business hours* to arrange for the missed *debit payment* to be made by another method.

(d) if you have not arranged for the missed *debit payment* to be made before the next month's *debit payment* falls due, then the term of your Direct Debit Service Agreement will automatically be extended by the same time period.

- 4.3 In the event that your account remains in default, details of your account and the default will be passed to a debt collection agency for recovery. Any legal and/or debt collection costs incurred in recovering outstanding debts from you will be added to any amounts already outstanding.
- 4.4 *You* should regularly check *your* account statements to verify that the amounts debited from *your account* are correct.
- 4.5 It is *your* responsibility to ensure that you keep DMA informed of your current contact details.

## 5. Dispute

- 5.1 If you believe that there has been an error in debiting *your account*, *you* should notify us directly on [info@dentalmembers.com.au](mailto:info@dentalmembers.com.au) and confirm that notice in writing with us as soon as possible at Unit 11/31 Springfield Lakes Boulevard, Springfield Lakes, Qld, 4300, so that we can resolve your query quickly. Alternatively you can take it up with your financial institution direct.
- 5.2 If *we* conclude as a result of our investigations that *your* account has been incorrectly debited we will respond to *your* query by arranging for your *financial institution* to adjust *your* account (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted.
- 5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

## 6. Accounts

- 6.1 *You* should check:
  - (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
  - (b) *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; andwith *your financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

## 7. Confidentiality

- 7.1 *We* will keep any information (including *your account* details) in *your Direct Debit Request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 *We* will only disclose information that *we* have about *you*:
  - (a) to the extent specifically required by law; orfor the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## 8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:

**Dental Members Australia**  
**Unit 11/31 Springfield Lakes Blvd**  
**Springfield Lakes**  
**QLD 4300**

or email: [info@dentalmembers.com.au](mailto:info@dentalmembers.com.au)
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

# Direct Debit Request

Please complete both sides of this form and return it to your dentist.

## Practice details

Your dental practice name

Your dentist

**Dental Care Membership Plan**  (please tick)

Individual  Couple  Family (2 children)  Child (please select a plan type)

Ongoing payment – this is what I agree to pay:

Total

\$  monthly

*Payment for Dental Care Membership Plan can be cancelled at any time. The first payment will incur a non-refundable \$28.00 registration fee.*

AND/OR

**Treatment Membership Plan**  (please tick)

Total treatment cost remaining after deposit

\$

Treatment start date

Treatment end date

Ongoing payment – I agree to pay

\$  weekly for

no. of instalments

*After the commencement of your dental work, payments for the Treatment Membership Plan cannot be terminated unless the outstanding payment for the pro-rata amount of dental work completed to date is finalised. The first payment will incur a non-refundable \$28.00 registration fee.*

**Acknowledgment:** By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Dental Members Australia Pty Ltd (User ID 415095) as set out in this request and in your Direct Debit Request Service Agreement.

Name (please print)

Signature

Date

# Direct Debit Request

## Your details

First name

Surname

Address

Suburb

State

Post code

Mobile

Home phone

Email address

You request and authorise **Dental Members Australia Pty Ltd** to arrange, through its own financial institution, a debit to your nominated account of any amount **Dental Members Australia Pty Ltd** has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Please select your payment method below, providing either bank account OR credit card details.

## Financial institution details of account to be debited

Financial institution name

Account name

BSB

Account number

## Credit card

Type of card (please tick)  Visa  MasterCard  Amex

Name on card

Credit card number

Expiry date

CVV number

Note all credit card/debit card transactions will incur a 1.9% surcharge.