DIRECT DEBIT REQUEST AND AGREEMENT

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| **The “Direct Debit Request”** |
| Surname or company name |  |
| Given names or ACN/ABN |  |
| I, (insert full name of person completing this Agreement) request and authorise Regis Aged Care Pty Ltd ABN 75 125 223 645 (User Id Number 089024) (**“Regis”**) to arrange for all Amount Payable to be debited through the bulk electronic clearing system from a Nominated Account held at the Financial Institution named below subject to the terms and conditions of this Agreement. |

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| **The “Nominated Account”** |
| Financial Institution Name |  |
| Address |  |
| **Insert Details of Account to be Debited** |
| Name of Account |  |
| BSB Number |  -  |
| Account Number |  |
| Account Holder Signature |  | Date: / / |

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| **Billing Address** |
| Street (including house/unit number): |
| Suburb: | State: | Postcode: |

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| **Acknowledgement** |
| By signing this Agreement, I acknowledge that I have read and understood the terms and conditions governing the direct debit arrangement with Regis contained herein. I also acknowledge that this Agreement is to be read in conjunction with the terms and conditions of the Regis Agreement. In the event that there is any inconsistency and/or conflict between this Agreement and the Regis Agreement, then the latter will apply but only to the extent of the inconsistency and/or conflict. |
| **Payment Details** |
| Direct Debits from the Nominated Account will be made for all Amounts Payable in accordance with this Agreement and the Regis Agreement and will commence on and from the date of this Agreement. All Debit Payments will be made on the Debit Day as applicable. |
| **Insert Your Name, Signature and Date** |
| Name |  |
| Signature |  | Date: / / |
| Name |  |
| Signature |  | Date: / / |

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| **The “Agreement”** |
| Definitions | **Agreement** means this Direct Debit Request and Agreement between You and Us and the terms and conditions contained herein.**Amounts Payable** means any amount due and payable by You to Us pursuant to the Regis Agreement (including any applicable GST). For the avoidance of doubt, Amounts Payable may include any amount of arrears, however the Amounts Payable in advance:1. for a Permanent Resident, Retirement Village Resident, NRCP or Home Care Client, will not exceed more than one (1) month of the respective resident’s/client’s fees under the Regis Agreement (as applicable); or
2. for a Respite Resident, will not exceed the lesser of one (1) week’s fees or 25% of the proposed Respite Resident fees for the proposed period of respite care under the Regis Agreement.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in Australia.**Debit Day** for Permanent Residents, Retirement Village Residents, Home Care Clients, NRCP recipients, transition care and day therapy care clients means the day that is seven (7) days from the issue of a billing advice. For Respite Care Residents, the Debit Day is either the last day of the respite stay or the day that is seven (7) days after the end of the month (as applicable).**Debit Payment** means a particular direct debit transaction where a direct debit is made.**Direct Debit Request** means Your request a set out this in Agreement to have Amounts Payable under the Regis Agreement (as applicable) debited from the Nominated Account through Regis’ bulk electronic clearing system.**Financial Institution** means the financial institution where the Nominated Account is held and as detailed above.**Home Care Client** means the person/s to whom Regis is providing home care services.**Nominated Account** means the account specified above that You have nominated to allow direct debit of Amounts Payable under the Regis Agreement (as applicable).**NRCP** means the National Respite Carers Program.**Permanent Resident** means a person whom is receiving permanent aged care, services and accommodation at a Regis facility.**Personal Information** shall have the meaning as defined in the Privacy Act (Cth) 1988 as amended and updated from time to time.**Regis Agreement** means the agreement between Regis and:1. a Permanent Resident; or
2. a Respite Resident; or
3. a Retirement Village Resident; or
4. a Home Care Client; or
5. a NRCP recipients; or
6. a day therapy services client (specifically the form and checklist); or
7. a transition care client.
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|  | **Respite Resident** means a person whom is receiving respite care, services and accommodation at a Regis facility.**Retirement Village Client** means a person whom is residing at a Regis retirement village.**Us** or **We** is a reference to Regis.**You, Your,** or **I** is a reference to the person or company named above on page 1 of this Agreement. |
| 1. Debiting *Your*Nominated Account | * 1. By signing this Agreement, You have authorised Us to arrange for funds to be directly debited from Your Nominated Account.
	2. We will only debit funds from Your Nominated Account if We have first sent (to the billing address or other address as notified by You) a billing advice which specifies the Amount Payable by You to Us and when it is due.
	3. If the Debit Day falls on a day that is not a Business Day, We may direct Your Financial Institution to debit Your Nominated Account on the following Business Day. If You are unsure about which day Your Nominated Account has or will be debited, You should ask Your Financial Institution.
	4. If there are insufficient clear funds in Your Nominated Account to meet a Debit Payment:
		+ You may be charged a fee and/or interest by Your Financial Institution; and
		+ You may also incur fees or charges incurred by Us; and
		+ You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Nominated Account by an agreed time to allow Us to process the Debit Payment.
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| 2. Changes by *Us* | * 1. We may vary any details of this Agreement at any time by giving You at least fourteen (14) days’ written notice.
	2. We reserve the right to terminate this Agreement if three (3) or more drawings on the Nominated Account are returned unpaid by Your Financial Institution. If this occurs, We will liaise with You to arrange an alternate payment method.
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| 3. Changes by Y*ou* | * 1. Subject to clauses 3.2 and 3.3, You may change Your arrangements under this Agreement at any time by contacting Us on 1300 998 100; or via email on: accountsreceivable@regis.com.au or in writing to:

Regis Aged Care Pty Ltd PO Box 195Camberwell VIC 3124* 1. You must notify Us in writing at least seven (7) days before the next Debit Day if You wish to:
		1. stop or defer a Debit Payment; and/or
		2. cancel Your authority for Us to debit Your Nominated Account; and/or
		3. request change to the drawing amount and/or frequency of a Debit Payment; and/or
		4. change any other of Your details in this Agreement.
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|  | 3.3 All notices under this clause 3 must be given to Us in the first instance and also to Your Financial Institution. |
| 4. *Your* obligations | It is Your responsibility to:* 1. ensure there are sufficient clear funds available in Your Nominated Account to allow a Debit Payment to be made in accordance with this Agreement;
	2. check Your Nominated Account statement to verify that the amounts debited from Your Nominated Account by Us are correct;
	3. ensure that the Nominated Account details are correct and the Financial Institution permits direct debits from the Nominated Account;
	4. ensure that the authorisation given to draw on the Nominated Account is identical to the account signing instruction held by the Financial Institution for the Nominated Account;
	5. advise Us if the Nominated Account is transferred, closed, suspended or if there are any other changes to Your Nominated Account; and
	6. arrange with Us a suitable alternative payment method if You wish to cancel the Agreement.
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| 5. Dispute | * 1. If You believe that there has been an error in debiting Your Nominated Account, please notify Us immediately on 03 8573 0444, or via email accountsreceivable@regis.com.au and confirm details of the error in writing.
	2. Following notification from You, We will investigate the matter and if We conclude, that Your Nominated Account has been incorrectly debited due to an error by Us, We will:
		1. adjust the incorrect Debit Payment (and make good interest and charges if applicable); and
		2. confirm in writing with You of any amount by which Your Nominated Account has been adjusted and provide you with reasons for Our findings pursuant to this clause 5.2.
	3. Any queries You may have about an error made in debiting Your Account should be directed to Us in the first instance and We will use all reasonable efforts to resolve the matter between Us and You. You can refer any matters regarding incorrect debits by Us to Your Financial Institution who may lodge a claim on Your behalf.
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| 6. Confidentiality and Privacy | * 1. Any of Your Personal Information that We receive will be treated in accordance with the Regis Privacy Policy which can be found at: https://[www.regis.com.au/privacy-policy/).](http://www.regis.com.au/privacy-policy/%29)
	2. Your Personal Information (including Your Nominated Account details) in the Direct Debit Request will be kept confidential.
	3. We will only disclose information that We have about You:
		+ to the extent specifically required by law; or
		+ pursuant to the terms of this Agreement and the Regis Agreement (as applicable).
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| 7. Notice | * 1. If You wish to notify Us in writing about anything regarding this Agreement, please contact Us on 03 8573 0444, or email: accountsreceivable@regis.com.au or in writing to: PO Box 195, Camberwell VIC, 3124.
	2. All notices from Us to You will be sent in the ordinary post to the address You have notified to Us in writing.
	3. Any notices (including any invoice) will be deemed to have been received five (5) Business Days after it is posted.
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