



SECTION A – Your Details

Customer Information

Office Name	Raine & Horne		
Contact Name			
Street Address			
Suburb		Post Code	
Work Ph		Facsimile	
ACN		Mobile	
E-Mail			

A - Pricing Structure

Standard Fees (by direct debit – see Section B)

rhcompass (complete system) – 20 User License	\$825 Setup	\$198.00/month	<input checked="" type="checkbox"/>
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NB: The monthly fee allows access to a 1300 local call Support Service;

Optional:

SMS Messaging Functionality	@ 20cents/message	<input type="checkbox"/>
Import data from other CRM system (does not include listings)	TBA	<input type="checkbox"/>
Import listings using an "Extract" from realestate.com.au (photos, text)	\$220.00	<input type="checkbox"/>

NB: Based on exported CSV data to be provided by office

NB: realestate.com.au may charge a fee to provide you an "Extract"

eg a 20 user license may comprise of 1x Principal + 2x Sales Administration + 4x Property Managers + 13x Sales Reps

A - Standard Terms & Conditions

I the undersigned accept and agree to the following terms & conditions:

- I am held legally, ethically and morally responsible for my own actions when connected to any system, whether part of rhcompass or external.
- I am aware that my access is in no way transferable and that allowing others (both human and machine) to use my access breaches these terms and conditions.
- Commerce Australia Pty Ltd reserves the right to reject any account application without giving any reason.
- Commerce Australia Pty Ltd reserves the right to terminate any account without notice for any breach of these terms.
- In the event of an account being terminated, no fees paid are refundable.
- Commerce Australia Pty Ltd does not warrant the availability of the connection or service at any time and no refunds of any fee paid will be refunded for any failure to provide the service.
- I agree that Commerce Australia Pty Ltd is not liable for any loss or damage, howsoever caused, including but not limited to negligence, failure of a service or incorrect provision of a service.
- I agree to be solely liable for any and all use of the account.
- I agree to comply with the Privacy Act, 1988 and the associated National Privacy Principles ("the NPP's").
- I agree to allow all traffic from the applicant's site to be monitored to ensure compliance with these terms.
- Commerce Australia Pty Ltd is not liable for the cost of connection between the customer and rhcompass.
- If I wish to bulk load properties through to third party portals sites such as domain.com.au or realestate.com.au, it is expected I have a subscription with these third party sites. Furthermore, a third party site may charge an additional monthly fee (eg realestate.com.au @ \$22/month) for loading through to their portal.
- I act on behalf of the firm/company, and warrant that I am fully authorised to bind the company to these terms & conditions.
- SMS messages (if sent from rhcompass) incur a fee of 20cents/message. Sending email messages are free of charge.
- Notwithstanding anything else contained in this application, I hereby irrevocably consent to Raine & Horne (Holdings) Pty Ltd, and each entity that is authorised from time to time by Raine & Horne (Holdings) Pty Ltd, being given ongoing and unlimited access to all data that I enter into rhcompass.
- This agreement is between I and Commerce Australia Pty Ltd
- These terms are subject to change or amended giving 28 days notice.

A - Customer Declaration

My Signature Indicates Acceptance Of "A - Standard Terms And Conditions"

Signed By An Authorised Representative Of The Customer	Name:	
	Title:	
	Date:	
	Dealer Id: (Office Use)	

SECTION B – Direct Debit Request

Request & Authority to debit the account named below to pay Commerce Australia Pty Ltd

Request and Authority to debit	Surname or Company Name	
	Given Names or ACN/BRN	("you")
	Request and authorise Commerce Australia Pty Ltd to arrange for the amount as agreed in the Commerce Australia Terms & Conditions to be debited or charged through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement	
Insert the name and address of Financial institution at which account is held	Financial Institution Name	
	Address	

Account Details

Insert name of account which is to be debited											
BSB Number				-					X	X	
Account Number											
Acknowledgement	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Commerce Australia Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.										
Insert your signature and address	Signature		<p>.....</p> <p style="text-align: center;">(If Joint accounts all signatories may be required)</p> <p>.....</p> <p style="text-align: center;">(If signing for a company, sign and print full name and capacity for signing eg. Director)</p>								
	Address										
	Date	/...../.....								

C – Direct Debit Request Service Agreement

Definitions	<p><i>account</i> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><i>us</i> or <i>we</i> means Commerce Australia Pty Ltd <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer or whose authorised officer who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
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1. Debiting your account	<p>1.1 By signing a <i>direct debit request</i>, you have authorised us to arrange for funds to be debited from your account. You should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as authorised in the <i>direct debit request</i>.</p>
2. Changes by us	<p>We may vary any details of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving you at least fourteen (14) days' written notice.</p>
3. Changes by you	<p>3.1 Subject to 3.2 and 3.3, you may change the arrangements under a <i>direct debit request</i> by contacting us on 08 9226 0011.</p> <p>3.2 If you wish to stop or defer a <i>debit payment</i> you must notify us in writing at least fourteen days before the next <i>debit day</i>. This notice should be given to us in the first instance.</p> <p>3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen days notice in writing before the next <i>debit day</i>. This notice should be given to us in the first instance.</p>
4. Your obligations	<p>4.1 It is your responsibility to ensure that there are sufficient cleared funds available in your account to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient cleared funds in your account to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) you may be charged a fee and/or interest by your financial institution; (b) you may also incur fees or charges imposed or incurred by us; and (c) you must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient cleared funds to be in your account by an agreed time so that we can process the <i>debit payment</i>. <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct</p> <p>4.4 If Commerce Australia is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then you agree to pay Commerce Australia on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
5. Dispute	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 08 9226 0011 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>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.</p> <p>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.</p> <p>5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.</p>
6. Accounts	<p>You should check:</p> <ul style="list-style-type: none"> (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; and (c) with your financial institution before completing the <i>direct debit request</i> if you have any queries about how to complete the <i>direct debit request</i>.
7. Confidentiality	<p>7.1 We will keep any information (including your account details) in your <i>direct debit request</i> 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.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8. Notice	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to PO Box 1287, West Perth WA 6872 .</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>