



RentPay Payment Services Agreement

Please complete & return this form to RentPay via email at: support@rentpay.com.au

SECTION 1. AGENT DETAILS

PLEASE COMPLETE IN BLOCK LETTERS

Real Estate Agents Name		ABN	
<input type="text"/>		<input type="text"/>	
Trading Name		Real Estate Agent's License No.	Rent Roll Size
<input type="text"/>		<input type="text"/>	<input type="text"/>
Address (Number & Street Name)		Office Telephone	
<input type="text"/>		<input type="text"/>	
Suburb	State	Post Code	Office Fax
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Primary Email Address		Nominated RentPay Password (Min 6 Characters)	
<input type="text"/>		<input type="text"/>	
Primary Contact Name		RentPay Office Use Only Agent ID	
<input type="text"/>		<input type="text"/>	

SECTION 2. BANK ACCOUNT DETAILS

General Bank Account		Trust Bank Account	
Name of your Financial Institution		Name of your Financial Institution	
<input type="text"/>		<input type="text"/>	
Address of your Financial Institution		Address of your Financial Institution	
<input type="text"/>		<input type="text"/>	
Suburb	State	Post Code	Suburb
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
BSB Number (must be 6 digits)	Account Number (max 9 digits)	BSB Number (must be 6 digits)	Account Number (max 9 digits)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account Name of General Account		Account Name of Trust Account	
<input type="text"/>		<input type="text"/>	

SECTION 3. SIGNING AND AUTHORISATION

By signing we apply to become a RentPay Agent and agree to the RentPay Service conditions on this page and agree to the direct debit arrangements set out in the Direct Debit Conditions on the back page. We have read and understood the entire document before signing and have authority to enter into this agreement.

Signature:

Date:

Signature:

Date:

Signature of primary authorised person

Signature of second authorised person (if applicable)

SECTION 4. TERMS AND CONDITIONS

The RentPay service is designed to facilitate receipt of payments through Direct Debit, Phone and the Internet. RentPay, is pleased to offer the services on the following terms and conditions:

1. OBLIGATIONS

You undertake and agree to:

- receive payments on behalf of your tenants through the RentPay, and authorise RentPay to:
 - accept these payments; and
 - credit and debit your nominated account when necessary to effect payments and adjustments;
- establish and maintain an account to receive the tenants' payments;
- establish and maintain a fair policy for correction of errors;
- promptly notify RentPay if for any reason you are unable to apply any payments to accounts you maintain for your tenants;
- obtain RentPay's approval before using or reproducing any material with the RentPay logo or trademark.
- assume responsibilities and obligations and do all things reasonably requested by RentPay to ensure RentPay's obligations are met, including without limitation executing any documents and other instruments to give effect to the authorisation in clause (a) above;

SECTION 4. TERMS AND CONDITIONS

- g) treat as confidential any information that comes into your possession as a result of RentPay
- h) You authorise us to arrange for funds to be debited for the Establishment Fee and any service fee that may apply.
- i) We will only agree to debit your Trust Account when payment initiated by RentPay are dishonoured by the tenant's financial institution.
- j) If a dishonour occurs, we will email you the details of the payment rejected and it is your responsibility to advise the tenant. RentPay may assist you in this regard with your prior approval.

RentPay will make available to you upon request the relevant documentation containing terms, conditions and other information required to comply with the obligations of the Direct Debit payment method.

2. CHANGES

- a) We may change this agreement at any time by giving you at least 14 days notice prior to changing.
- b) If you are changing your Trust Account/ General account details we require at least 14 days prior notice.
- c) To stop or defer a particular payment to cancel a Direct Debit payment we require 14 days notice prior to the payment be debited

3. WARRANTY AND INDEMNITY

- a) You represent and warrant to RentPay that you have all necessary power and authority to enter into and perform all obligations under RentPay.
- b) You agree to indemnify RentPay and hold it harmless from and against all losses, claims, liabilities, damages, costs, charges and expenses including reasonable legal fees, disbursements and other expenses that RentPay may suffer or incur or which may be made against RentPay relating to or arising from or in connection with the performance of its obligations in terms of this agreement.
- c) The Company is solvent and not prevented under Chapter 2E or any other provision of the Corporations Act 2001 from entering into and performing this agreement.

4. FEES AND CHARGES

You agree to pay the establishment fee of \$150.

5. RETURNED OR DISHONoured DIRECT DEBITS

If you believe there has been a error in processing your payment you should notify us by email at support@rentpay.com.au or by phoning 1300 797 933. If our investigations conclude that your Account has been debited in error we will arrange for your Financial institution to adjust your General Account accordingly and we will notify the adjustment.

6. PRIVACY

We will keep any details including your Account details confidential. We will make every attempt to keep your information secure and make sure that our employees or agents who have access to the information about you do not make any unauthorised use, modification, reproduction or disclosure of the information.

7. GOODS AND SERVICES TAX

- a) For the purposes of this agreement "GST", "GST Law" and other terms defined in GST law have the meaning given to those terms in "A New Tax System (Goods and Services Tax) Act 1999", as amended from time to time.
- b) Notwithstanding any other provision of this agreement, the consideration payable or to be provided by you to RentPay under this agreement does not include any GST.
- c) To the extent that any supply made or to be made under or in connection with this agreement by RentPay constitutes a taxable supply, the consideration expressed elsewhere in this agreement as payable or to be provided in relation to that supply will automatically increase to include an additional amount on account of GST, such amount to be calculated by multiplying the value of the consideration payable or to be provided by you for the relevant taxable supply by the prevailing GST rate. Any additional amount paid or payable on account of GST shall be calculated and shall be payable by you without any deduction or set-off of any amount payable by RentPay to you.
- d) If, after a supply is made under this agreement, it is determined on reasonable grounds that the amount of any GST paid or payable by RentPay to the Commissioner of Taxation on that supply differs for any reason from the amount of GST recovered from you the amount of GST recovered or recoverable from you shall be adjusted by RentPay repaying to you the amount of the overpayment or by you paying to Rent- Pay the amount of the underpayment, as the case may be.

8. TERMINATION

- a) Either party may terminate this agreement without cause by giving the other party 60 days written notice of termination.
- b) RentPay may terminate this agreement immediately by giving notice thereof if:
 - i) you fail to observe or perform any obligations imposed by RentPay or in any way breach any of the terms or conditions of a RentPay and such failure is not remedied within 3 business days;
 - ii) you become insolvent or are subject to any form of insolvency or administration;
 - iii) a change occurs in your business or financial conditions which in the You will reasonable opinion of RentPay may have a material adverse effect on
 - iv) your ability to observe your obligations in connection with RentPay; or
 - v) you cease to carry on business.
- c) Termination of RentPay will not affect any obligations incurred prior to the date of termination.
- d) On termination of RentPay you will immediately advise your tenants they can no longer make payments through RentPay and make arrangements to cancel all your tenants in the database. RentPay may request you to return all information about RentPay that is in your possession or control.

9. GOVERNING LAW

This agreement is governed by Western Australian law and you accept the non-exclusive jurisdiction of the courts having jurisdiction in Western Australia. Before entering this agreement, you may wish to consider seeking independent legal advice. If the terms of this agreement are acceptable to you please acknowledge your acceptance.