



30 Day Trial Agreement

Hirer Information:

Name:	Therapist:
Address:	Referring Dr:
Email:	Identification:
Home Phone:	Emergency Contact:
Mobile:	Emergency Phone:

Equipment Information:

Device Name:	Mask one:
Device S/N:	Mask two:
Device D/N:	Mask Three:
Hire Start Date:	Hire Return Date:

Hire Fees:

Machine & Mask hire fees per month:	Mask only Hire Fees per month:	Delivery fees:
All hire fees are ongoing payments taken via Ezidebit monthly until the equipment above is returned (<i>see next page for T's & C's</i>)		
Ezidebit dishonor fee: \$9.90	Ezidebit Transaction Fee: 1.87-2.70% **	Admin fee (once off): \$2.20 **
** Includes fees covered by CPAP Network P/L		

CPAP Network Location:

30 Day Trial Check list (OFFICE USE ONLY):

3-5 Day Follow up (phone call):	Setup EZIDEBIT:
14 Day Follow up:	Setup Wireless data:
30 Day End of Trial Booked for:	Script and TA scanned/ filed:
30 Day Trial Extended to:	Sleep Physician Emailed:

Your Hire Agreement

Your Hire Agreement consists of the front page of this form and these terms and conditions below, including a DDR form for security and payment.

Acceptance of hire

You accept the hire of the Equipment on these terms and conditions by signing and dating the end of this form in the space provided. The Hirer accepts the goods in good condition and acknowledges as testified by his/her signature hereto that he/she has read and is aware of the conditions endorsed on back. In particular, he/she has inspected the goods and is satisfied that:

- | The item(s) were checked by CPAP Network for suitability prior to hire;
- | The use of the item(s) were explained at the time of hire, including appropriate instructions on the use of the item;
- | Proper maintenance and care of the item(s) were explained at the time of hire; and
- | The Hirer is satisfied with the condition and suitability for the purpose of the item(s).

Meanings

The following defined terms and their meanings appear in your Hire Agreement:

- | **Agreement** means your Hire Agreement with us, which is made up of the front page of this form and these terms and conditions.
- | **Commencement Date** means the date you signed the Agreement.
- | **Hire Period** means from the Commencement Date to the return of ALL Equipment.
- | **We or us** means CPAP Network including the location named on the front page.
- | **Our** has a corresponding meaning (as per above).
- | **You** means each person named as the Hirer on the front page and, if there is more than one, You means each of the persons named separately and jointly.
- | **Your** has a corresponding meaning (as per above).
- | **Equipment** means ALL the equipment described on the front page.
- | **The Business** means CPAP Network, as per **Ezidebit DDR** service forms.

Hire Fees

You will hire the Equipment from the Commencement Date. You will pay to us in advance the Hire Fees set out on the front page in the manner set out in the front page until the date when you return the Equipment to us. All hire fees will be direct debited via Ezidebit(see *terms and conditions below*) from the Commencement Date and occur every month until the ALL Equipment is returned. Upon the safe return of the Equipment we will cancel the direct debit plan. We may ask you to pay us the Deposit of \$200 if Ezidebit is not setup, which we will hold during the Hire Period.If you are in default, we may use the Deposit toward any balance owing to us or to compensate us for any loss.

Delivery of the Equipment

The Equipment always remains our property. You must pay the Delivery Charge set out on the front page if the Equipment is delivered to you. You will control, possess and be liable for any risk of loss to the Equipment on the earlier of, you collecting, you delivering or we delivering to a carrier to deliver to you, the Equipment. We will not be liable for any delay in delivery of the Equipment or failure to deliver the Equipment to you.

Proper Care

You agree that you will:

- | Take proper care of the Equipment;
- | Repair and keep and return the Equipment in good order and condition;
- | Not encumber, sell, or otherwise deal with the Equipment and will not remove the Equipment from the State or Territory in which the CPAP Network is located without the written consent of CPAP Network;
- | Use the Equipment in accordance with the instructions and as we recommend to you;
- | Not mark, alter, number, cover up the Equipment unless we consent in writing;
- | Not install or attach the Equipment to your premises; and
- | Not use the Equipment for any unlawful purpose or which will cause harm.

Liability

You acknowledge and agree that apart from any rights and remedies under the Competition and Consumer Act 2010 (*formerly Trade Practices Act 1974*) and any other law that cannot be lawfully excluded;

- | All conditions and warranties, provided by statute or otherwise, are excluded concerning the Equipment and any services provided by us;
- | We will not be liable for any loss or damage that you may suffer in relation to the Equipment hired under the Agreement or for our services; and
- | You will indemnify us and keep up indemnified against any loss, death or injury to any person caused by your use, operation and possession of the Equipment.

Default

You are in default under this Agreement if:

- | You breach any terms of this Agreement;
- | You do not make a payment in full, when required by the date it is due;
- | You become insolvent or bankrupt;
- | You seek to make an arrangement or composition with your creditors under a law relating to insolvency or bankruptcy;
- | We are of the view that you are in financial difficulty; or
- | You endanger the safety and condition of the Equipment.

If you are in default:

- | You become liable to pay us the balance owing under this Agreement immediately; and

- | You must return the Equipment to us immediately

General Matters

We may assign any of our rights under this Agreement. We do not need your consent to do so.

A waiver of any of our rights under this Agreement does not occur unless we notify you in writing.

If any part of this Agreement is invalid, unforeseeable or is in breach of any law, it is to be excluded from this Agreement. The remainder of this Agreement continues in full force and effect.

You agree that you will promptly notify us of any change of address for the mailing of notices which we may need to send to you.

You acknowledge and agree that:

- | You have inspected the Equipment and you are satisfied that the Equipment is suitable and in a condition or of a quality fit for your use and purpose;
- | You have been provided instructions for the proper use and care of the Equipment;
- | This Agreement will be governed by the laws of the State or Territory in which the CPAP Network is located;
- | This Agreement does not give you the right or option to buy the Equipment; and
- | This Agreement is the entire Agreement between you and us concerning the Equipment.

Termination of Agreement and Return of Equipment

You may return the Equipment to us at any time. Once ALL Equipment is returned we will cancel any further debits scheduled in Ezidebit.

We can demand the return of the Equipment hired by you at any time or if you are in default under the Agreement.

Signature or Hirer: _____

Date:



DIRECT DEBIT REQUEST

CPAP Network

Ph: (03) 9739 4174



ACN 601 396 543
Authorised Representative under AFSL 315388
NEW CUSTOMER FORM

I/We hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me/us for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I/We acknowledge that the details of my/our nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I/we will contact my/our financial institution if uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient available/cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the due date for the debit. Direct debits normally occur overnight, however transactions can take up to 3 banking business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the debit amount has been debited from the account. If there are insufficient funds available, I/we agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
3. there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed. Any payment that falls due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount. I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement. I/We will contact the Business if I/we wish to alter or defer the Debit Arrangement. I/We acknowledge that any request by me/us to stop or cancel the Debit Arrangement will be directed to the Business.

I/We acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we will contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I/We acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We authorise:

1. Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
2. My/our financial institution to release information allowing Ezidebit to verify my/our account details.

PO Box 3327 Newstead, QLD 4006

Signature or Hirer: _____

Date:

Credit Card Number: _____ EXP: _____/_____ Or

BSB _____ A/C Number _____ A/C Name _____