

# Vision Dental

## CONFIDENTIAL PATIENT ACCOUNT INFORMATION FORM

PATIENT'S FULL NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Medicare and Health Insurance Number: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ ID: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ PHYSICAL ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

Occupation: \_\_\_\_\_

Next of Kin: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Medical Practitioner: \_\_\_\_\_ Phone: \_\_\_\_\_

Who referred you to our practice? \_\_\_\_\_

**If the Patient is not responsible for payment of accounts, then the person named below agrees to guarantee payment:**

FULL NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Relationship to Patient: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ ID: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ PHYSICAL ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

Yes / No

I certify that the above information is true and correct. I authorise the use of my personal information as detailed in the Privacy Act clause overleaf. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Stephen Boris Suster T/A Vision Dental which form part of, and are intended to be read in conjunction with this Confidential Patient Account Information Form and agree to be bound by these conditions.

### GUARANTEE

If I execute this agreement as the person responsible for payment on behalf of the Patient I guarantee the due and punctual payment of all monies payable under this agreement. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Dentist by the Patient and all obligations herein have been fully paid satisfied and performed.

**SIGNED (CLIENT):** \_\_\_\_\_ **SIGNED (DENTIST):** \_\_\_\_\_

Name: \_\_\_\_\_ Name: Dr Stephen Suster

Position: \_\_\_\_\_ Position: Business Owner

**WITNESS TO CLIENT'S SIGNATURE:**

**Signed:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Vision Dental - Terms & Conditions of Trade

### 1. Definitions

- 1.1 "Dentist" means Stephen Boris Suster T/A Vision Dental, its successors and assigns or any person acting on behalf of and with the authority of Stephen Boris Suster T/A Vision Dental.
- 1.2 "Client" means the person/s buying the Incidental Items as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by the Seller in the course of it conducting, or supplying to the Buyer, any Services.
- 1.4 "Services" means all Services supplied by the Dentist to the Client at the Client's request from time to time (where the context so permits the terms 'Incidental Items' or 'Services' shall be interchangeable for the other).
- 1.5 "Price" means the Price payable for the Services as agreed between the Dentist and the Client in accordance with clause 2 below.

### 2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by the Dentist to the Client in respect of the Services supplied.
- 2.2 At the Dentist's sole discretion, a non-refundable deposit may be required.
- 2.3 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.
- 2.4 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Dentist an amount equal to any GST the Dentist must pay for any supply by the Dentist under this or any other agreement for the sale of the Incidental Items/provision of the Services. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

### 3. Risk

- 3.1 Risk of damage to or loss of the Incidental Items passes to the Client on Delivery and the Client must insure the Incidental Items on or before Delivery.
- 3.2 If any of the Incidental Items are damaged or destroyed following delivery but prior to ownership passing to the Client, the Dentist is entitled to receive all insurance proceeds payable for the Incidental Items. The production of these terms and conditions by the Dentist is sufficient evidence of the Dentist's rights to receive the insurance proceeds without the need for any person dealing with the Dentist to make further enquiries.

### 4. Title to Incidental Items (including any incidental items supplied as part of any Services)

- 4.1 The Dentist and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client, such ownership shall not pass until:
  - (a) the Client has paid the Dentist all amounts owing to the Dentist; and
  - (b) the Client has met all of its other obligations to the Dentist.
- 4.2 Receipt by the Dentist of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 4.3 It is further agreed that:
  - (a) until ownership of the Incidental Items passes to the Client in accordance with clause 4.1 that the Client is only a bailee of the Incidental Items and must return the Incidental Items to the Dentist on request.
  - (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for the Dentist and must pay to the Dentist the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed.
  - (c) the Client must not sell, dispose, or otherwise part with possession of the Incidental Items other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of any such act on trust for the Dentist and must pay or deliver the proceeds to the Dentist on demand.
  - (d) the Client should not convert or process the Incidental Items or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Dentist and must sell, dispose of or return the resulting product to the Dentist as it so directs.
  - (e) the Client irrevocably authorises the Dentist to enter any premises where the Dentist believes the Incidental Items are kept and recover possession of the Incidental Items.
  - (f) the Dentist may recover possession of any Incidental Items in transit whether or not delivery has occurred.
  - (g) the Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of the Dentist.
  - (h) the Dentist may commence proceedings to recover the Price of the Incidental Items sold notwithstanding that ownership of the Incidental Items has not passed to the Client.

### 5. Personal Property Securities Act 2009 ("PPSA")

- 5.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 5.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all collateral (account), being a monetary obligation of the Client for the Services that have previously been provided, and that will be provided in the future, by the Dentist for the Client.
- 5.3 The Client undertakes to:
  - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Dentist may reasonably require to;
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, the Dentist for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
  - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Dentist;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Services in favour of a third party without the prior written consent of the Dentist.
- 5.4 the Dentist and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 5.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

- 5.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 5.7 Unless otherwise agreed to in writing by the Dentist, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 5.8 The Client must unconditionally ratify any actions taken by the Dentist under clauses 12.3 to 12.5.
- 5.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

### 6. Security and Charge

- 6.1 In consideration of the Dentist agreeing to supply the Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 6.2 The Client indemnifies the Dentist from and against all the Dentist's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Dentist's rights under this clause.
- 6.3 The Client irrevocably appoints the Dentist and each director of the Dentist as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 6 including, but not limited to, signing any document on the Client's behalf.

### 7. Default and Consequences of Default

- 7.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Dentist's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 7.2 If the Client owes the Dentist any money the Client shall indemnify the Dentist from and against all costs and disbursements incurred by the Dentist in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Dentist's Contract default fee, and bank dishonour fees).

### 8. Privacy Act 1988

- 8.1 The Client agrees for the Dentist to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Dentist.
- 8.2 The Client agrees that the Dentist may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
  - (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) to assess the creditworthiness of the Client.The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 8.3 The Client consents to the Dentist being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 8.4 The Client agrees that personal credit information provided may be used and retained by the Dentist for the following purposes (and for other purposes as shall be agreed between the Client and Dentist or required by law from time to time):
  - (a) the provision of Incidental Items; and/or
  - (b) the marketing of Incidental Items by the Dentist, its agents or distributors; and/or
  - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Incidental Items; and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Incidental Items.
- 8.5 The Dentist may give information about the Client to a credit reporting agency for the following purposes:
  - (a) to obtain a consumer credit report about the Client;
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 8.6 The information given to the credit reporting agency may include:
  - (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
  - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
  - (c) advice that the Dentist is a current credit provider to the Client;
  - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
  - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - (f) information that, in the opinion of the Dentist, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
  - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - (h) that credit provided to the Client by the Dentist has been paid or otherwise discharged.

### 9. General

- 9.1 The failure by the Dentist to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Dentist's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 9.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of New South Wales in which the Dentist has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 9.3 The Dentist shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Dentist of these terms and conditions (alternatively the Dentist's liability shall be limited to damages which under no circumstances shall exceed the Price of the Incidental Items).
- 9.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Dentist nor to withhold payment of any invoice because part of that invoice is in dispute.
- 9.5 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Please note that a larger print version of these terms and conditions is available from the Dentist on request.