



PAYMENT ARRANGEMENT TERMS AND CONDITIONS

1. In applying for a payment arrangement with NDC Service Co Pty Limited ("NDC"), I (referred to in these terms as "the Patient") acknowledges that any payment arrangement granted following consideration of this application will be subject to the terms and conditions stated in this application or as subsequently varied by NDC at its discretion and advised to the Patient.
2. The Patient warrants that all information provided in this payment arrangement application is true, correct and not misleading and will be relied upon by NDC in consideration of the Patient's application for a payment arrangement.
3. Payment of all amounts owing by the Patient to NDC are due within 365 days from the date of this application unless alternative terms are agreed upon by NDC in writing. Account payments are not subject to any settlement discount.
4. Payments must be made by the Patient to NDC in the form of direct debit from an Australian bank account nominated by the Patient.
5. NDC will consider payments to be overdue in circumstances where a regular payment has not been satisfied in full within 3 days of the relevant due date of the regular payment. In circumstances where any payment is considered to be overdue, all amounts owing by the Patient to NDC may immediately become due and payable.
6. NDC and its representatives reserve the right to actively pursue collection of overdue amounts and external parties appointed by NDC may undertake such collection. All costs associated with the collection of overdue amounts will be passed on and will constitute an additional sum owing to the Patient's account.
7. The payment arrangement limit approved by NDC and advised to the Patient must not be exceeded. NDC periodically reviews its payment arrangement limits. By signing this application, the Patient permits NDC to review and revise its payment arrangement limits from time to time. NDC may increase or reduce the Patient's payment arrangement limit without approval. NDC will not reduce the payment arrangement limit below the outstanding balance of the account without prior communication with the Patient.
8. Ownership of the goods invoiced remains with NDC and does not pass to the Patient until payment is made in full. Notwithstanding that ownership in the goods remains with NDC, risk in the goods passes to the Patient immediately upon delivery of the goods to the Patient.
9. The Patient indemnifies and holds harmless NDC and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury or damage arising out of any breach of these terms by the Patient or any negligent act or omission by the Patient and from and against all damages, costs and expenses incurred in defending or setting any action, claim, proceeding or demand arising from such breach, act or omission.
10. Notwithstanding any implication or law to the contrary, all arrangements between NDC and the Patient shall be deemed to have been made in the State of Queensland and subject to the jurisdiction of the Courts of that State.
11. The Patient agrees that NDC may, if it considers relevant for the purpose, obtain from a credit reporting agency or any other credit references at any time now or in the future credit reports containing personal credit information about the Patient:
 - a. to assist assessment of the Patient's application for a payment arrangement;
 - b. to assist in collection of overdue payments; or
 - c. to assess whether to accept the Patient as guarantor for a payment arrangement.
12. The Patient agrees that if NDC approves the Patient's application for credit this Agreement remains in force until the credit facility covered by the applicant's application ceases.
13. The Patient acknowledges that under section 18E of the Privacy Act ("Act"), NDC is allowed to provide a credit reporting agency personal information about the account application. The information which may be given to an agency is covered by section 18E(1) of the Act and includes:
 - a. identification particulars, eg name, date and place of birth, address, and drivers licence number;
 - b. existence of the application for a payment arrangement and the amount;
 - c. the fact that NDC is a current provider of a payment arrangement to the Patient;
 - d. payments which become overdue for more than 60 days and for which external collection has commenced;
 - e. advice that payments are no longer overdue;
 - f. cheques drawn or direct debit arrangements by the Patient which have been dishonored more than once;
 - g. that in the opinion of NDC the Patient has committed a serious credit infringement; or
 - h. that the payment arrangement provided to the Patient by NDC has been paid or otherwise discharged.