# **Application Form**



**REINSW Agency/Branch Membership** 

### **REINSW APPLICANT INFORMATION**

### **CATEGORIES OF MEMBERSHIP**

AGENCY - includes a sole trader, partnership, association, corporation, incorporated or unincorporated body, society, cooperative or any combination thereof, who carries on a business in real estate practice. NOTE: Agencies operating Branch Offices under a subsidiary corporation require Agency Membership.

BRANCH - where an existing or new agency member has multiple offices under the same corporation, these locations are deemed to be a branch.

#### ANNUAL NON-REFUNDABLE FEES as at 1 July 2023

Membership fees can be paid via monthly direct debit or annually

- by cheque or credit card.
- (a) Application fee: \$330.00 GST inclusive (to be paid with application)
- (b) Agency fee: \$2,090.00 GST Inclusive (monthly rate @ \$174.17) (c) Branch fee: \$970.00 GST Inclusive (monthly rate @ \$80.83)

### APPLICATION

### **TO APPLY**

- Complete the Application Form
- Attach a copy of qualification used to apply to NSW Fair Trading for Licence/Certificate
- Provide payment of application fee with credit card authorisation
- Complete the Membership Payment Option
- Send to email membership@reinsw.com.au

Corporation name or sole trader		
ABN	Corporation Licence number	
Date commenced trading	Trading name	
Business address		Postcode
Postal address		Postcode
Business phone		
Agency branch website		
Business email to be displayed on REINSW website		
Scopes of practice (please tick applicable)		
Auctioneering	Business Agency	Buyers' Agency (exclusive)*
Commercial/Industrial Management	Holiday and Short Term Rentals	Property Management
Residential Sales	Strata Management	Stock and Station

Other

\*An exclusive Buyers' Agent is an agent who specialises in representing only the buyer in real estate transactions. Such an agent does not list or sell property or receive sales commissions from vendors' agents.

### **PROFESSIONAL INDEMNITY INSURANCE**

#### Insurers name

Amount of cover

Valuation

REINSW members do not receive discounts with RealCover.



Policy number

Expiry date

Please include copies of your current Licence and Registered Trading Name

### LICENSEE-IN-CHARGE DETAILS

Mr	Mrs	Ms	Name						
Licence n	0.					E	Expiry date		
Are you a	registered V	aluer?	Yes	No		F	Reg no.		
Email								Date of birth	
Mobile									
(Please not	e: Access to n	nember-only c	content on the	e website requires a uniq	ue email address)				
Licence h	eld	Busines	s Agent		Real Estate Agent		:	Stock & Station Agent	
		Strata M	lanaging Ag	jent	On Site Residentia	Il Property Manager			
-	<b>Chapter me</b> dicate your n	-	napter (tick	one box only)					
Age	ncy Services			Buyers' Agents		Property Managem	nent*	Valuers	
Auct	ioneers			Commercial/Industria	al	Residential Sales			
Busi	ness Agents			Country		Strata Managemen	nt		
*Please no	te, the Propert	y Managemen	it Chapter inc	corporates the Holiday &	Short-Term Rentals C	Chapter			
	apter mem dicate other (	=	interest (tick	as many boxes as a	pplicable)				
Age	ncy Services			Buyers' Agents		Property Managem	nent*	Valuers	
Auct	ioneers			Commercial/Industria	al	Residential Sales			
Busi	ness Agents			Country		Strata Managemen	nt		
*Please no	te, the Propert	y Managemen	it Chapter inc	corporates the Holiday &	Short-Term Rentals C	Chapter			
•••••	•••••	•••••	•••••		•••••	•••••	•••••	•••••	••••

### **COMPANY ADMINISTRATOR DETAILS**

We ask all member agencies to choose a Company Administrator (CA) to be REINSW's key point of contact. The CA can assist your entire team achieve the maximum benefit from your REINSW membership, as well as manage all invoices and contact details for the agency. CA's can be anyone within the organisation that has authority to complete/action the above.

Mr/Mrs/Ms	Name	
Contact number		Mobile
Unique email address		
Accounts contact name		Email

### CREDIT CARD AUTHORISATION (Visa, Mastercard or Amex accepted)

An application fee of \$330.00 GST inclusive applies (one off fee) in addition to the Membership fees outline above or as advised by the membership team.

.....

#### I hereby authorise REINSW to charge my nominated credit card as provided separately.

Signature		Date
Reason for Joining		
<b>REI</b> Forms Live	Industry Updates	
Helpline	Awards	
Member Discounts		

### DECLARATION (to be completed by the licensee-in-charge)

#### Have any of the directors, partners or shareholders: (each question must be answered)

Within the past 5 years been an undischarged bankrupt, suspended payment of debts or compromised with creditors?

Within the past 10 years been convicted within Australia or elsewhere of an offence involving fraud or dishonesty and punishable by imprisonment?

Been of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health?

Been a controlling shareholder or director of a corporation which is in liquidation (except for the purpose of reconstruction or amalgamation), had a receiver appointed in respect of any of its assets, suspended payment of its debts or compromised with its creditors?

Been a person who was concerned with the direction and control of a corporation\* that was within five years prior to applying for membership, liquidated (except for the purpose of reconstruction or amalgamation), had a receiver appointed in respect of any of its assets, suspended payment of its debts or compromised with its creditors? Yes No

Been in partnership with a person who is ineligible for membership?

## In relation to a corporation, has the corporation been, or is/does the corporation presently:

In liquidation (except for the purpose of reconstruction or amalgamation), had a receiver appointed in respect of any of its assets, suspended payment of its debts or compromised with its creditors?

Have a person who is a shareholder or controlling shareholder or director of a corporation that is ineligible for membership based on the above criteria?

\*A person who was concerned with the direction and control of the corporation means a director, secretary or shareholder.

### ACKNOWLEDGMENT AND UNDERTAKING (to be completed by the licensee-in-charge)

(a) Application for membership of the Real Estate Institute of New South Wales is hereby made in the name of

Name of Agency

Yes

No

- (b) It is acknowledged that acceptance of this application is subject to determination by the Board of Directors of REINSW who may admit applicants as Members.
- (c) I/we undertake to be bound by the Constitution, Code of Practice<sup>1</sup> and policies of REINSW in force at the date of acceptance of my/our admission to membership and as henceforth amended and adopted.
- (d) I/we agree to pay membership fees when these become due and I/we will be responsible for these until such time that I/we advise in writing to discontinue membership as confirmed by REINSW. Fees are subject to change.

(e) It is declared that the facts contained in this nomination are true.

Date

Name

Signature

1As found at www.reinsw.com.au

### **PRIVACY STATEMENT**

The Privacy Act 1988 (Cth) (the **Act**) allows personal information to be collected, used and disclosed for the purposes for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent The Real Estate Institute of New South Wales (the **REINSW**) collects, uses and discloses personal information. REINSW may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify its Members of any changes to this Privacy Policy by updating it on REINSW's website or by other written notification to its Members. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to its Members.

REINSW is a member based organisation whose members are mainly real estate organisations and agents in New South Wales. This Application Form requires certain information including personal information about the Applicant to be collected.

Personal information may be collected during the membership Application and processing stages as well as during the course of the Member's REINSW membership (assuming the Application is approved). REINSW takes reasonable precautions to protect the personal information it holds from misuse, loss, and unauthorised access, modification or disclosure.

The information including personal information provided in relation to this Application Form is considered by REINSW, including its Membership Team and its Board. If the Applicant is approved for membership (as a Member), REINSW may use the information including personal information as required pursuant to the Constitution and By-Laws of REINSW and to provide and promote to Members, and to inform Members about, membership products, benefits and services including (without limitation): (a) publications; (b) professional development courses and webinars; (c) to advise of, and prepare for, events; (d) to give to related entities, preferred suppliers, sponsors, contractors or other third parties so that they can provide and supply their required products, services and benefits, or market and promote their own products, services and benefits, to Members of REINSW; (e) to process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary); and (f) as required by applicable laws. Personal information collected about the Applicant may be disclosed by REINSW for the purpose for which it was collected to other parties including to members of the Chapter Committees and Division Committees, third parties providing educational and development courses, preferred suppliers and service providers, sponsors, contractors, relevant providers and to any relevant government body or authority or as otherwise required by applicable laws. If the information including personal information is not provided by the Applicant, REINSW may not be able to assess and process this Application Form or, if this Application Form is approved, provide products, services and benefits to the Member effectively or at all.

A membership directory is listed on the REINSW website for access by consumers and other members of the general public, who may also make general enquiries about a Member and contact a Member with the contact details provided. The membership directory includes limited personal information and contact details of the Member.

If the Applicant is approved (as a Member), REINSW may also use the Applicant's information including personal information (but not including any sensitive information) for marketing and research purposes, to analyse and improve products, benefits and services and to inform the Applicant of benefits, products and services provided by REINSW, its related entities, preferred suppliers, sponsors, contractors or other third parties which REINSW consider may be of value or interest to the Applicant; unless the Applicant tells REINSW (see opt out option below) or has previously told REINSW not to. If the Applicant **does not** wish to receive information about products, services or benefits then, to opt-out of receiving that information, please contact the Membership Team for that purpose at membership@reinsw.com.au or on (02) 9264 2343. Please allow 10 business days before any opt-out becomes effective.

The Applicant has the right to request access to any personal information held by REINSW which relates to them, unless REINSW is permitted by law (including the Act) to withhold that information. REINSW may charge a reasonable fee where access to personal information is provided. REINSW may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the Applicant's personal information should be made in writing to the Privacy Officer (specified below). The Applicant has the right to request the correction of any personal information which relates to them that is inaccurate, incomplete, out-of-date, irrelevant or misleading.

If the Applicant requires any further information about REINSW's management of personal information or has any queries or complaints, they should contact:

The Privacy Officer The Real Estate Institute of NSW 30-32 Wentworth Avenue, Sydney NSW 2000 privacy@reinsw.com.au

By signing this Application Form, the Applicant acknowledges that it has read, understands and accepts the terms of this Privacy Policy and the permissions to collect, use and disclose personal information, and the Applicant authorises REINSW to collect, use and disclose, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

All information updated July 2023
Official Use:

ABN: 51 000 012 457

### MEMBERSHIP PAYMENT OPTIONS

### **REINSW APPLICANT INFORMATION**

Request and Authority to debit the account named below to pay the Real Estate Institute of New South Wales

### **REQUEST AND AUTHORITY**

First Name

Company Name

Firm membership number (if known)

I request and authorise the Real Estate Institute of NSW (REINSW) to arrange, through its own financial institution, for any amount REINSW may debit for Membership Fees or charges to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below or credit card and paid to REINSW, subject to the terms and conditions of the Direct Debit Request Service.

#### **MEMBERSHIP FEES - ANNUAL**

#### **Request and Authority**

I elect to pay my membership fees annually in advance by credit card (authorisation for Visa, Mastercard or Amex)

#### MEMBERSHIP FEES - MONTHLY (direct debit from your bank account or credit card)

#### **Request and Authority**

I elect to pay my membership fees monthly by direct debit from bank account

I elect to pay my membership fees monthly by direct debit from credit card (authorisation for Visa, Mastercard or Amex)

### ACKNOWLEDGEMENT

By signing this Membership Payment Option Form you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and REINSW as set out in this request and in the Direct Debit Request Service Agreement.

Signature

Full name

Postal address

The debits are made on or around the 17th day of every month.

#### TO APPLY

Complete the Membership Payment Option Form

ACN/ABN

• Send email membership@reinsw.com.au

Position

Date

Postcode

Surname

### SERVICE AGREEMENT

#### 1. Debiting your account

- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
  - We will only arrange for funds to be debited from your account if we have sent
- 1.2 to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

#### 2. Changes by us

2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

#### 3. Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on (02) 9264 2343.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 30 days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us 30 days notice in writing before the next debit day. This notice should be given to us in the first instance.

#### 4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:

(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 debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct.

- 4.3 If the REINSW is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay the REINSW on demand an amount equal to the consideration payable for the supply multiplied
- 4.4 by the prevailing GST rate.

#### 5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (02) 9264 2343 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 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.
- 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.
- 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.

### DEFINITIONS

**account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between you and us.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and you

**us** or **we** means the Real Estate Institute of NSW, (REINSW), (the Debit User) you have authorised by signing a direct debit request.

you or your means the customer who signed the direct debit request.

your financial institution is the financial institution where you

#### 6. Accounts

You should check

- (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 direct debit request if you have any queries about how to complete the direct debit request.

#### 7. Confidentiality

- 7.1 We will keep any information (including your account details) in your direct debit request 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.
- 7.2 We will only disclose information that we have about you:
  - (a) to the extent specifically required by law; or(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

#### 8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to

The Finance Manager The Real Estate Institute of NSW PO Box A624 SYDNEY SOUTH NSW 1235

- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.