

# 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, co-operative 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 2018

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: \$1,860.00 GST inclusive (monthly rate @ \$155.00)
- (c) Branch fee: \$846.00 GST inclusive (invoiced monthly @ \$70.50)

### TO APPLY

- Complete the Application Form
- Attach a copy of qualification used to apply to NSW Fair Trading for License/Certificate
- Attach consent to verify Transcript/Statement of Attainment if copy of qualification not available
- Provide payment of application fee with either cheque or credit card authorisation
- Complete the enclosed Membership Payment Option Form for monthly membership fee payment option  
OR enclose cheque or credit card authorisation for annual membership fee payment option
- Send to PO Box A624 Sydney South NSW 1235  
OR fax to Membership (02) 9264 2098  
OR email [servicecentre@reinsw.com.au](mailto:servicecentre@reinsw.com.au)

## APPLICATION

**Please include copies of your current licence and Registered Trading Name**

Corporation name or sole trader

ABN  Corporation Licence number

Date commenced trading  Trading name

Business address  Postcode

Business phone  Fax

Postal address  Postcode

Agency/branch website

Business email to be displayed on REINSW website

Scopes of practice (please tick applicable)

<input type="checkbox"/> Auctioneering	<input type="checkbox"/> Business Agency	<input type="checkbox"/> Buyers' Agency (exclusive)*
<input type="checkbox"/> Commercial/Industrial Management	<input type="checkbox"/> Holiday and Short Term Rentals	<input type="checkbox"/> Property Management
<input type="checkbox"/> Residential Sales	<input type="checkbox"/> Strata Management	<input type="checkbox"/> Stock and Station
<input type="checkbox"/> Valuation	<input type="checkbox"/> Other <input type="text"/>	

\*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  Policy number

Amount of cover  Expiry date

REINSW members receive a substantial discount with Realcover. If you would like to receive a no-obligation quote, please tick the box.

## LICENSEE-IN-CHARGE DETAILS

Mr  Mrs  Ms  Name

Licence no  Expiry date

Are you a registered Valuer?  Yes  No Reg no.

Email  Date of birth

Mobile

(Please note: Access to member-only content on the website requires a unique email address)

Licences held  Business Agent  Real Estate Agent  Stock & Station Agent  
 Strata Managing Agent  On Site Residential Property Manager

### Primary Chapter membership

Please indicate your nominated Chapter (tick one box only)

Agency Services  Buyers' Agents  Property Management\*  Valuers  
 Auctioneers  Commercial/Industrial  Residential Sales  
 Business Agents  Country  Strata Management

\*Please note, the Property Management Chapter incorporates the Holiday & Short-Term Rentals Chapter

### Other Chapter membership

Please indicate other Chapters of interest (tick as many boxes as applicable)

Agency Services  Buyers' Agents  Property Management\*  Valuers  
 Auctioneers  Commercial/Industrial  Residential Sales  
 Business Agents  Country  Strata Management

\*Please note, the Property Management Chapter incorporates the Holiday & Short-Term Rentals Chapter

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## NOMINATED REPRESENTATIVE DETAILS

We ask all member agencies to choose a Nominated Representative (NR) to be REINSW's key point of contact. The NR can assist your entire team achieve the maximum benefit from your REINSW membership. Nominated Representatives include but are not limited to, Director, Licensee-in-Charge, Office/General Manager.

Mr/Mrs/Ms  Name

Contact number  Mobile

Unique email address

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

An application fee of \$330.00 GST inclusive applies (one off fee)

Please charge my  Visa  Mastercard  Amex

### the amount of \$330.00

Credit card number  Expiry date

Name on card

Signature  Date

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

### Have any of the directors, partners or shareholders:

Yes No

- 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

- (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

<sup>1</sup>As found at [www.reinsw.com.au](http://www.reinsw.com.au)

## CONSENT TO VERIFY TRANSCRIPT/STATEMENT OF ATTAINMENT

To join REINSW membership you must now provide a copy of your transcript/certificate of attainment and complete the attached consent to verify you have completed the qualification with an approved Registered Training Organisation for us to obtain proof of your qualification.

This consent form allows REINSW to verify the authenticity of the Transcript/Statement of Attainment issued by another Registered Training Organisation.

I authorise the Real Estate Institute of NSW to verify my transcript/statement of attainment issued in my name by your Registered Training Organisation, for the purposes of my membership application.

I authorise disclosure of my personal information to be given to REINSW.

Surname

Given name

Date of Birth

Contact number

Name of Registered Training Organisation

Contact Number of Registered Training Organisation

Year Qualification Completed

Signature

Date

I have read and understood the above consent form and agree to release REINSW from any liability and damage that may be incurred as a result of this information.

## 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 payment 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 [servicecentre@reinsw.com.au](mailto:servicecentre@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](mailto: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 May 2018  
Office 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

### TO APPLY

- Complete the Membership Payment Option Form
- Send to PO Box A624, Sydney South, NSW 1235  
OR fax to (02) 9264 2098  
OR email [servicecentre@reinsw.com.au](mailto:servicecentre@reinsw.com.au)

## REQUEST AND AUTHORITY

First name

Surname

Company name

Firm membership number (if known)

ACN/ABN

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 ON AN ANNUAL BASIS (credit card or cheque)

#### Request and Authority

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

Please charge my  Visa  Mastercard  Amex the amount of

Credit card number  Expiry date

Name on card

I elect to pay my membership fees annually in advance by cheque

If paying by cheque please attach your cheque to the completed application form along with this membership payment option form. Please make cheque payable to Real Estate Institute of New South Wales. Post to PO Box A624 Sydney South, NSW 1235

### MEMBERSHIP FEES ON A MONTHLY BASIS (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

Name of financial institution

Name of account

BSB number  Account number  the amount of

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

Please charge my  Visa  Mastercard  Amex the amount of

Credit card number  Expiry date

Name on card

## ACKNOWLEDGMENT

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

Date

Full name

Position

Postal address

Postcode

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

## 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.
- 1.2 We will only arrange for funds to be debited from your account if we have sent 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.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct
- 4.4 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 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.