# **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 2024** 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: \$2,150.00 GST Inclusive (monthly rate @ \$179.17)

(c) Branch fee: \$999.00 GST Inclusive (monthly rate @ \$83.25)

### **APPLICATION**

#### Please include copies of your current Licence and Registered Trading Name

Corporation name or sole trader

### 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

ABN			Corporation Licence number		
Date	e commenced trading		Trading name		
Busi	ness address				Postcode
Post	al address				
Busi	ness phone				Postcode
Ager	ncy branch website				
Business email to be displayed on REINSW website					
Scopes of practice (please tick applicable)					
	Auctioneering	Business A	gency	Buyers' Agency (exclu	sive)*
	Commercial/Industrial Management	Holiday and	d Short Term Rentals	Property Managemer	ıt
	Residential Sales	Strata Man	agement	Stock and Station	
	Valuation	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

IInsurers name Amount of cover Policy number

Expiry date

REINSW members do not receive discounts with RealCover.

### LICENSEE-IN-CHARGE DETAILS

Mr	Mrs	Ms	Name						
Licence no.						Expiry dat	е		
Are you a registered Valuer? Yes No				No		Reg no.			
Email							Date of birth		
Mobile									
(Please n	ote: Access to r	member-onl	y content on th	ne website requires a uniqu	ue email address)				
Licence held		Busir	ness Agent St	rata	Real Estate Agent		Stock & Station Agent		
		Mana	Managing Agent		On Site Residentia	l Property Manager			
Primary	Chapter mer	mbership							
Please ir	ndicate your r	nominated	Chapter (tick one box only)						
Agency Services		5	Buyers' Agents			Property Management*	Valuers		
Auctioneers				Commercial/Industri	al	Residential Sales Strata			
Bu	siness Agent	S		Country		Management			
*Please n	ote, the Proper	rty Manager	nent Chapter in	corporates the Holiday & S	Short-Term Rentals Ch	apter			
Other Cl	hapter memb	pership							
	ndicate other ency Services	•	of interest (tio	k as many boxes as ap: Buyers' Agents	plicable)	Property Management*	Valuers		
0	ctioneers		Commerc		al	Residential Sales Strata			
Business Agent		5	Country			Management			
			popt Chaptor in	corporates the Holiday & 9	Short Torm Dontals Chi	antor			
Please II	iote, the Proper	ty manager	nent chapter in	icorporates the Holiday & :	Short-Term Rentais Ch	αριει			
сом	PANY AD	MINIS		DETAILS					
maximu	m benefit fro	m your RE	INSW membe				n assist your entire team achieve the CA's can be anyone within the		
Mr/Mrs/	/Ms	Name							
Contact	number Uniq	ue			Mc	bile			
email ad	ldress								
Account	s contact nar	ne			Em	Email			
•••••	• • • • • • • • • • •	•••••	• • • • • • • • • • • •	•••••		•••••	•••••		
CRED	IT CARD	AUTHO	DRISATIO	N (Visa, Mastercard o	r Amex accepted)				
				pplies (one off fee) in a ninated credit card as p		ership fees outline above or a	s advised by the membership team.		
Signatur	gnature Date								
Reasons	s for Joining								
	I Forms Live			Industry Updates	Tra	ning Discounts	Supervision Guidelines Manual		
He	lpline Membe	er		Awards		-			
	counts			Compliance Check		d Party Discounts			
					Eve	1115			

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

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

Yes	No		Yes	No	
		Within the past 5 years been an undischarged bankrupt, suspended payment of debts or compromised with creditors?			Been in partnership with a person who is ineligible for membership?
					a corporation, has the corporation been, or is/does the resently:
		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?			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
		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?			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?
		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?			
		*A person who was concerned with the direction and control of the corpor- means a director, secretary or shareholder.	ation		

### **APPENDIX 1**

#### Matters relating to an assessment of a "Fit and Proper Person"

You have never been convicted at any time of an offence against a law of the Commonwealth, a State or Territory, or another country.

You do not have any connections or associations with other people or a body corporate that may affect the reputation, character, honesty, or professional or personal integrity of your organisation.

No industry or professional body (in Australia or another country) has refused to grant you membership/registration, reprimanded you, taken any disciplinary action against you, suspended your membership/registration of the professional body or cancelled your membership/registration of the professional body.

You have never been convicted under the *Work Health and Safety Act 2071* (NSW) or similar Acts in another State or Territory.

You are not, nor have you ever been, declared bankrupt or insolvent under administration.

You have never had a civil penalty imposed on you at any time, under a law of the Commonwealth, a State or Territory, or another country.

There are no matters, finalised or ongoing, that may affect whether you are considered to be of good repute, relating to character, honesty, professional misconduct, maladministration and professional and personal integrity (including Independent Commission Against Corruption or Ombudsman investigations or findings).

You have never engaged in the management of any companies/businesses (in Australia or another country) that are, or were, the subject of any investigations or proceedings by any regulatory body, licensed entity with a code or industry/professional association.

You have never been an executive officer of a corporation that has been placed into administration, receivership or liquidation.

There are no other matters which may be relevant to an assessment of whether you are a 'fit and proper person.

### 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 have reviewed the matters set out in Appendix 1 of the Application Form and I consider I am a fit and proper person as described in Appendix 1.
- (e) 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.

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

Name

Signature



## **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	Date
Full name	Position

Postal address

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

TO APPLY

Surname

Complete the Membership Payment Option Form

ACN/ABN

Send email membership@reinsw.com.au

Postcode

### 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.
- 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.

We will only disclose information that we have about you:

7.2 (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.