

Payment Terms and Conditions

Current as at September 2025.

1. Terms

- 1.1. These terms and conditions of payment (Payment Terms) apply to payments made to Hunter Primary Care for all Services and Products.
- 1.2. These Terms form part of the contract between Hunter Primary Care and its Customers. Please read them carefully.
- 1.3. These Terms may be altered or added to by Us at any time that We determine necessary, with or without notice. The current version is available on Our website here: www.hunterprimarycare.com.au/about/about-media/publications-resources. Current version on the website applies at the time of payment.
- 1.4. When You make a Payment to Us, You are accepting these Terms.

2. Definitions

- 2.1. In these Payment Terms, the following words have these meanings:
 - a) **Hunter Primary Care (We, Us, Our)** means Hunter Primary Care Ltd (ABN 27 061 783 015).
 - b) **Customer (You, Your)** means a person or organisation that requests Services or Products from Hunter Primary Care, and agrees to pay for them.
 - c) **Client** means
 - a person named in a Client Agreement with Hunter Primary Care to receive Services from Us;
 - an alternate decision-maker of such a person; or
 - a third party (other authorised payer) who enters a relationship with Us to cover the cost of Services provided to the Client
 - d) Our **Services** includes any of a range of primary care services, supports, assessments or treatment, or related administrative or support services, as described on Our website and/or set out in an Agreement with Us.
 - e) Our **Products** are a range of resources and tools, complementary to Our Services, and available for purchase.
 - f) **Facilities** means electronic and online payment facilities provisioned by Hunter Primary Care.
 - g) **Card** means a credit or debit card, either physical or digital, issued by Visa or MasterCard or another service.
 - h) **Cardholder** means the person in whose name the Card has been issued.
 - i) **Account** means a bank account held at an Australian or international financial institution.

We listen. Care. Connect.



- j) **Accountholder** means the person in whose name the Account is held, or an authorised delegate of the organisation or person in whose name the Account is held.
 - k) **Agreement** means a contract or agreement between Hunter Primary Care and a Client, signed by both parties to agree to the provision of clinical or non-clinical primary care Services by Us to the Client.
 - l) **Service Level Agreement (SLA)** means a contract or agreement between Hunter Primary Care and a Customer, signed by both parties, to agree to the provision of non-Client services.
 - m) **Order** means a request made by a Customer, for Products offered by Hunter Primary Care. It may be made on an online or hard copy form, or a request via email or over the telephone.
 - n) **Invoice** means a tax invoice generated and issued in accordance with Australian taxation legislation, specifying Products or Services to be provided and the amounts payable.
 - o) **Australian Consumer Law (ACL)** means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*, as amended, which sets out consumer rights, guarantees, and remedies in relation to goods and services provided in Australia.
- 2.2. The singular and plural of defined words can be used interchangeably regardless of whether the definition refers to the singular or plural term.

3. Our Services and Products

- 3.1. Hunter Primary Care offers a range of clinical and non-clinical Services to Clients with a focus on facilitating health and wellbeing in the community.
- 3.2. We also offer a variety Products that relate to Our Services and to enabling safe, high quality primary care.
- 3.3. Our Services and Products may vary from time to time, depending on community need and interest, and staff and resource availability. We maintain the details of Our Services and Products on Our website at <https://hunterprimarycare.com.au/>.
- 3.4. Some of Our Services and Products are offered on a commercial basis, with fees payable by or on behalf of the Customer. Some Services and Products may be partially-subsidised by a third party (requiring a 'gap' payment by a Customer).
- 3.5. Where Our Services and Products are fully-funded by third parties, they are provided at no cost to eligible Clients, and excluded from these Payment Terms.
- 3.6. Products and Services may have specific eligibility requirements, and defined processes for ordering, or requesting access or entry. Payment can only be arranged by a Customer after their eligibility has been verified.
- 3.7. Where a Customer is required to pay for a Service or Product, the applicable fees, charges, and any specific terms and conditions (including payment requirements) will be set out in the relevant Client Agreement or, where applicable, on the relevant page of Our website.
- 3.8. The Service or Product terms and conditions will identify the fees payable including as applicable:

- 3.8.1. The rate at which the Service or Product is charged to the Customer;
- 3.8.2. The fixed and variable components of the fees;
- 3.8.3. The estimated total cost for the Service or Product where applicable;
- 3.8.4. A breakdown of fee components such as deposits, holding fees, cancellation fees and related conditions;
- 3.8.5. Payment terms; and
- 3.8.6. Any applicable rebates or funding options available for the Service or Product, and eligibility or access requirements.

4. Payments

- 4.1. When an Agreement or SLA is established for a Service, or an Order placed for a Product, we will issue an Invoice for payment due, using the details provided by the Customer. Each Invoice will include terms of payment or a due date, and details of payment options.
- 4.2. Unless otherwise stipulated, payments for Services or Products should be made directly to Hunter Primary Care, in accordance with the relevant Payment terms and conditions.
- 4.3. All payments are to be in Australian Dollars (AUD).
- 4.4. In making a payment to us, You warrant that You accept the Service or Product terms and conditions associated with the relevant Agreement or SLA You have signed, or Order You have placed. You should not make a payment if Your Agreement, SLA or Order has not been agreed to.
- 4.5. To enable online payments to be made, We make arrangements with a third-party service provider to provide a Facility for securely processing such payments.
- 4.6. We do not force the use of online payments by any Customer, and maintain a non-online payment option.
- 4.7. All fees must be paid in full by no later than the stipulated due date. All payments made must be accompanied by a relevant reference.
- 4.8. We accept part-payment of fees, subject to full payment being made by the due date.
- 4.9. In exceptional circumstances, We may at Our discretion agree to an individual payment plan or alternate payment terms for a Customer. Any variation to standard terms must be agreed in writing by Us.
- 4.10. To make a payment for an Invoice from Hunter Primary Care for a Service or a Product, You may:
 - 4.10.1. Contact Us by telephone to arrange payment by Card.
 - 4.10.2. Request Our bank details to transfer the funds to Us.
 - 4.10.3. Use a Facility for the purpose of making payments to Us via online transaction.
- 4.11. We reserve the right not to commence a Service, or provide a Product, until required payment is made.
- 4.12. Failure by a Customer to pay an agreed amount by a stipulated due date may result in:
 - 4.12.1. The discontinuation, suspension, deferral or cancellation of a Service; or
 - 4.12.2. The cancellation of a Product Order.

5. Manual Payment Processing

- 5.1. Unless otherwise stipulated for a Product or Service:
 - 5.1.1. We are able to accept payment by direct bank transfer.
 - 5.1.2. We are able to accept payment by Card in person or over the telephone.
 - 5.1.3. We are not able to accept payment by cash or cheque or other means, unless at Our discretion We agree to this in writing in advance for a specific payment.
- 5.2. In making a payment to Us, You warrant that:
 - 5.2.1. You have the appropriate authority to validly accept the Payment Terms.
 - 5.2.2. You are able to and will meet Your obligations in relation to the Payment Terms.
 - 5.2.3. You are the Cardholder of the Card being used, and/or the Accountholder of the Account being used for the payment.
 - 5.2.4. The information supplied by You in arranging payment is true and correct.
- 5.3. In taking payment over the telephone:
 - 5.3.1. We are able to accept payments made using Visa or MasterCard credit or debit cards.
 - 5.3.2. We will process the payment while You are on the telephone, unless You agree otherwise.
 - 5.3.3. Your Card details are not stored by Us.
- 5.4. Once a payment has been made, it cannot be cancelled.

6. Online Payment Processing

- 6.1. We are not directly involved in processing payments online but offer this Facility through a third-party service provider.
- 6.2. The Facility enables payments to be made using Visa or MasterCard credit or debit cards. The provider is PCI compliant, and Your Card details are not stored by Us.
- 6.3. In using the Facility, You warrant that:
 - 6.3.1. You are able to and will meet Your obligations in relation to the Payment Terms.
 - 6.3.2. You are the Cardholder of the Card being used in connection with the Facility.
 - 6.3.3. You accept to pay the Card issuer all charges incurred in the use of the Facility.
 - 6.3.4. The information supplied by You in using the Facility is true and correct.
- 6.4. Use of the Facility is subject to conditions that:
 - 6.4.1. You may not use the Facility for any unauthorised or unlawful purpose; and
 - 6.4.2. You may not in any way damage or disrupt the Facility and/or their operation.
- 6.5. Upon commencing a transaction using the Facility, You will be presented with a confirmation screen verifying the transaction details You wish to process. It is Your responsibility to verify that all transaction information and other details are correct. You should contact Us if You believe there is an error.

- 6.6. You will receive a confirmation message once the payment has been received by Our third-party service provider.
- 6.7. We do not accept any responsibility for refusal or reversal of payments via the Facility, which shall be a matter between You and Your Card issuer.
- 6.8. We accept no liability for transactions which are incorrect as a result of inaccurate data entry by You in the course of the use of the Facility, or for loss of data or information caused by other factors beyond Our control.
- 6.9. We reserve the right to suspend, amend or cancel the Facility at any time either temporarily or permanently.

7. Payment Processing Fees

- 7.1. Payments made to Us may attract banking or merchant service fees which are dependent on the institution, method of payment, amount being transacted and the currency.
- 7.2. We will not pass on to the Customer, any banking or merchant service fee that is charged to Us in conjunction with the payment of an Invoice.
- 7.3. We do not accept responsibility for any fees charged to the Accountholder or Cardholder by their banking institution in conjunction with making a payment.
- 7.4. Where a refund is payable, per section 7 of these Terms:
 - 7.4.1. If a Client requests a refund by Us, We may at Our discretion deduct from the refunded amount, the merchant service fees associated with payment processing.
 - 7.4.2. If We initiate the refund, We will not deduct any merchant servicing fee from the refund amount.

8. Product Shipping and Delivery

- 8.1. Postage and handling costs and arrangements for Product delivery are specified on the relevant individual Product pages.
- 8.2. We use Australia Post for the dispatch and shipping of physical Products and correspondence. Unless otherwise specified, We use Parcel Post (no tracking, no signature on delivery).
- 8.3. If Your Product is a downloadable file, You will receive an email with instructions for access to the file. If an incorrect email address is provided to Us, We will only re-send if once a corrected email address is supplied. If no corrected email address is provided, the Product will need to be re-purchased.
- 8.4. Unless specified on an individual Product page, Your Order will be dispatched by Us:
 - 8.4.1. Within five business days of receiving payment, and
 - 8.4.2. To the delivery address (or email address) provided by You in Your Order.
- 8.5. If an incorrect delivery address is provided or an item returned to Us:
 - 8.5.1. For physical items, standard postage and handling rates will apply for re-sending the Product;
 - 8.5.2. For electronic Products, if the email address provided by You is incorrect, We will re-send the access instructions once a corrected email address is

supplied. If no corrected email address is provided, the Product will need to be re-purchased.

- 8.6. We do not accept responsibility for any lost items, or items that are damaged in transit. You may request additional insurance and tracking for parcels at Your expense.

9. Refunds and Returns Policy

- 9.1. You are entitled to a refund from Us if:
- 9.1.1. The Product You receive from Us is not as expected or is faulty;
 - 9.1.2. The Service We deliver does not match the description on Our website; or
 - 9.1.3. You have paid an amount to Us and We are unable to provide You with the Service described in Our Agreement or Products set out in Your Order.
- 9.2. If a Product is faulty, We may at Our discretion, require the return of some of all of the Product as evidence of the issue.
- 9.3. If you are entitled to a refund per 8.1 We will not deduct the merchant servicing fee or other processing costs from the refund amount.
- 9.4. In the event of an accidental payment by You to Us of more than the outstanding amount owing on an Invoice, We will refund You the overpaid amount, less any merchant service fees.
- 9.5. Requests for refunds due to overpayment must be made to Us in writing together with proof of the overpayment. Requests for refunds must be sent to the contact details in section 10 of these Terms.
- 9.6. If You wish to cancel a Service, at Our discretion You may be entitled to a partial refund, subject to:
- 9.6.1. The Service terms allow cancellation, and You have followed any requirements and notice period stipulated;
 - 9.6.2. You have pre-paid for Services beyond the termination date; and
 - 9.6.3. The refund amount will not exceed the amount pre-paid, less any Cancellation Fee specified for the Service.
- 9.7. If You wish to cancel a Product Order for which You have paid (other than if the Product is faulty), You may be entitled to a partial refund, subject to:
- 9.7.1. The Product terms allow cancellation of the Order, and You have followed any requirement and notice period stipulated;
 - 9.7.2. The refund amount will not exceed the amount pre-paid, less any Cancellation Fee specified for the Product.
- 9.8. If You wish to return a Product (other than if the Product is faulty), the acceptance of returns and any associated refund arrangement is wholly at Our discretion. You should contact Us prior to returning any Product to Us.
- 9.9. You are not entitled to a refund due to change of mind, or if outcome of a Service or Product is different to what You expected, unless We fail to provide you with the Service or Product as described.
- 9.10. Refunds, where applicable, will only be made to the debit/credit card used for the original transaction.

10. Privacy and Use of Information

- 10.1. We comply with relevant privacy legislation in relation to any applicable information You supply to Us. Our privacy policy can be accessed in full on Our website here <https://hunterprimarycare.com.au/privacy-policy/>
- 10.2. We will use any information You give to Us and which identifies You only for the purpose for which it is supplied to Us, including contacting You to verify Your payment information.
- 10.3. We will not use Your information for any other purpose or supply it to any third party except as required by law, authorised by You, or set out in these Terms.
- 10.4. No credit card information is stored by Us.
- 10.5. We will use all reasonable endeavours to prevent unauthorised access to Your personal information that We hold.

11. Consumer Rights

- 11.1. Nothing in these Terms excludes, restricts or modifies any rights or remedies You may have under the Australian Consumer Law.

12. Governing Law and Disputes

- 12.1. These Terms are governed by the laws of New South Wales, Australia.
- 12.2. If You have any concerns or disputes, you agree to first contact Us using the details in section 13 so that We may attempt to resolve the issue before escalating it further.

13. Contact Details

- 13.1. Should You have any questions regarding payments made by You to Us, or the use of the Facility, You can contact Us from at the details below:
 - 13.1.1. Phone Number: (02) 4925 2259
 - 13.1.2. Email Address: accounts@hunterprimarycare.com.au
 - 13.1.3. Postal Address: PO Box 572, Newcastle NSW 2300, Australia