

## Dental Practice Sellers Services form

To register for DJS Dental Practice Sellers services please fill out and fax the following form to 02 9327 5589. Please note that practice contact details will not be used in practice listings and will be passed only to DJS registered buyers.

<b>Personal details</b>	
First name	
Last name	
<b>Mailing address</b>	
Street address	
Suburb/ town	
State	
Postcode	
Country	
<b>Practice details</b> <i>(if different to above)</i>	
Principal dentist's first and last name	
Address details	
<b>Contact details</b>	
Business number	
Home number	
Mobile number	
Fax number	
Email address	
Preferred contact	<input type="checkbox"/> Business <input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Email
Are you presently using services of another agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Practice description	
Practice description	<input type="checkbox"/> Sole Principal <input type="checkbox"/> Equity partners
Number of surgeries	
Equipped	
Not equipped but suitable for operatory	
If Equity Partners – the number of equity partners	
If employee/contractor dentists	number of full-time employee dentists _____ number of part-time employee dentists _____
If Hygienists	number of full-time Hygienists _____ number of part-time Hygienists _____
Square meters	
Equipment of Note	

Figures		
Monthly premises rental		
Gross income figures	2008-2009	\$ _____
	2009-2010	\$ _____
	2010-2011	\$ _____
	Current year	\$ _____ till month
Price	Equipment and materials	\$ _____
	Goodwill	\$ _____
	TOTAL	\$ _____

Reason for Selling and other information	
Details	

**Services**

Please check the box next to the services you would like to register for. (All fees are GST inclusive and in \$AUD). Special targeted promotions including preparation of promotional material and receipt of responses

 Free practice sales listing

- Free to list the practice for sale on www.djs.com.au
- If an introduction DJS makes leads to the successful sale of practice a Vendor fee of \$4400 is payable

 Premium practice sales listing

- \$2200 to list the practice for sale on www.djs.com.au
- Large feature advertisement with photos of the practice
- Placed in prominent position on the website (first results returned in relevant category, randomly selected from a pool to appear on the right hand side of the website)
- If an introduction DJS makes leads to the successful sale of practice a Vendor fee of \$4400 is payable

**Payment**

Please tick next to the method of payment that you wish to use.

 Cheque

Please make cheques and money orders payable to Dentist Job Search Pty Ltd and mail to:  
Level 1, 4-10 Bay St Double Bay, NSW 2028 Australia

 Credit card

 Visa

 Mastercard

Card Number: \_\_\_\_\_

Expiry date: \_\_\_/\_\_\_                      3 - 4 digit Security code: \_\_\_\_\_

Cardholders' name: \_\_\_\_\_

Cardholders' signature \_\_\_\_\_

## TERMS OF SERVICE – PRACTICE SALES SERVICES AND VENDOR AGREEMENT

You and Dentist Job Search Pty Limited as trustee for the DJS Unit Trust ABN 57 085 856 792 (DJS) agree to the following:

### These terms

- These terms apply to every practice listing you request DJS to post on [www.djs.com.au](http://www.djs.com.au) (Website) or otherwise find a buyer for from the date you accept these terms.
- DJS may change or replace these terms from time to time by agreement with you in writing (including, if you submit job listings online, by obtaining agreement from you online).

### The process

- DJS will actively promote your practice by listing it on the Website and by contacting potential buyers who have asked us to match them with available practices until the earlier of the time that:
  - your practice is sold;
  - you ask us to take your listing off the Website; or
  - you have become uncontactable for one (1) month or longer despite DJS's reasonable efforts to contact you during that period.
- DJS will maintain your anonymity and only describe the area, position and your requirements while promoting your practice for sale until such time as you provide your authority to disclose it.
- DJS reserves the ultimate right to decide whether, where and how listings are displayed on the Website or described to prospective buyers.
- You must notify DJS immediately of any price changes or changes in conditions of sale of your practice.
- DJS will promptly advise you of interested buyers, but will only forward introductory details of a prospective buyer after the buyer has been contacted about your listing and their permission/interest received.
- DJS do not guarantee the success of any listing.

### Buyer information

- DJS will use its reasonable endeavours to provide accurate details of all prospective buyers, however the information is as supplied by the buyers to DJS and no responsibility can be accepted for errors or omissions.
- DJS are not liable for any loss, damage, legal fees and other costs (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss or corruption of data) incurred by you or any third party as a result of any inaccuracy or incompleteness of prospective buyer information or otherwise in connection with the introduction of a prospective buyer to you.
- DJS will strictly respect the confidentiality of information pertaining to your practice. DJS cannot ensure that prospective buyers will do the same.

### Your obligations

- You must only advertise practices that are currently and genuinely available for purchase.
- You undertake to maintain regular contact with DJS during the sale process.
- You must make the final decision about whether to sell. When you consider selling to a prospective buyer you must satisfy yourself as to their capacity to purchase and their suitability for the practice.
- You must notify DJS within 3 business days of an offer being accepted to buy all or part of your practice, including the purchaser's name.
- You agree to retain the confidentiality of all information provided by DJS to you regarding a prospective buyer. This information is provided for your sole use and must not be passed onto other persons.
- You must comply with all applicable laws including trade practices, privacy and copyright laws.
- You warrant that:
  - You own the practice.
  - You have the legal capacity and power to enter into and perform your obligations under these terms.
  - You have provided DJS with complete, accurate and current personal information. You must update your personal information if it changes. You consent to DJS contacting you from time to time to ensure your personal information is current.
  - You own or have the authority to supply all text, trademarks, artworks and other material given to DJS or uploaded to the Website. You grant DJS a non-exclusive perpetual, worldwide, royalty-free licence to copy, display and modify that material by any means (including in both electronic and printed form).

### Fees

- If you select the "free practice sales listing/promotion" option there is no upfront fee for listing your practice on the Website or for our services in contacting prospective buyers in relation to the sale. However, if you sell your practice as a result (directly or indirectly) of the listing on the Website or DJS's promotion of it, you must pay DJS the vendor fee specified on the Website for each practice sold within 7 days of completion of the practice sale.
- If you select the "prominent practice sales listing/promotion" option there is an upfront fee for listing your practice on the Website and for our services in contacting prospective buyers in relation to the sale. In addition, if you sell your practice as a result (directly or indirectly) of the listing on the Website or DJS's promotion of it, you must pay DJS the vendor fee specified on the Website for each practice sold within 7 days of completion of the practice sale.
- Without limiting the above, the vendor fee will be payable in the following circumstances:
  - if a prospective buyer buys the practice or part of it as a result of a direct introduction of you and the buyer by DJS;
  - if a related body corporate or associate of you sells its practice or part of it to that buyer;
  - if a prospective buyer approaches you having learned of the proposed sale of your practice through DJS's promotion of it and proceeds to purchase the practice or part of it;
  - if a person approaches you having learned of the proposed sale of your practice through another prospective buyer that DJS has introduced to you and you sell your practice or part of it to that person; and/or
  - if at any time within a 12 month period from the date that DJS introduces you to a prospective buyer, you sell your practice or part of it to that buyer or their associate.

*My search ends here.* |



- If you engage DJS to provide any other service offered by DJS in relation to the sale, valuation or marketing of your practice, you must pay DJS the fees specified on the Website or otherwise agreed prior to provision of such services.
- DJS's fees include GST unless otherwise stated. DJS will issue a tax invoice to the payer for any supplies made by DJS to which GST applies.
- If DJS's invoice is not paid within the required trading terms DJS may charge you interest on late payment at the rate of 12.5% per annum plus costs incurred in debt recovery, remove listings without notice and/or refuse to supply further services to you.
- Once you have paid a listing fee or a vendor fee no money will be refunded except in DJS's absolute discretion.

#### Employment of prospective buyers

- If a prospective buyer or their associate is employed (or engaged by you as a contractor) as a result of an introduction by DJS, you agree to pay to DJS the placement fee specified on the Website for the introduction of the person to you as though you had engaged DJS to promote that job.

#### Content of Listings

- Your listing must not disclose your or your practice's name or other contact details.
- You must not use our services in any way that impersonates another person.
- You agree to comply with any editorial policies DJS creates from time to time. DJS requires that information provided to DJS be in Australian Standard English and that descriptions be up-to-date, accurate, not misleading and verifiable.
- DJS may review practice advertisements prior to publication and refuse to publish a listing or withdraw a listing without notice if in DJS's opinion it does not comply with these terms, may breach any law or for any other reason.
- DJS will use all reasonable endeavours to obtain your final approval of the content of your listing before posting it on the Website.

#### Limitation of liability

- DJS acts as an introduction service only and is not a party to any contract for sale of the practice.
- You agree that negotiations, deals and all other contact between you and prospective buyers are conducted entirely at your own risk. It is your responsibility to verify any information before relying on it. You agree that DJS and its employees/agents have not made any warranties (whether express, implied, statutory or otherwise) about the truth and accuracy of buyer information or the suitability, qualifications, experience, reliability or trustworthiness of a buyer or otherwise in relation to our provision of services to you.
- DJS will use its reasonable efforts to publish listings and contact suitable buyers in the shortest practicable time, but accepts no liability for any loss, damage, legal fees and other costs (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss or corruption of data) incurred by you or any third party as a result of any failure or delay in doing so.
- You must check your listing for errors as soon it is placed on the Website. DJS will use its reasonable endeavours to avoid errors in listings and will correct errors at no cost should they have been made by DJS, but accepts no responsibility or liability for any loss, damage, legal fees and other costs (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss or corruption of data) incurred by you or any third party due to the wording or information in any listing or for any errors made.
- DJS will use its reasonable endeavours to ensure that any disruptions to or a denial of access to the Website will be remedied as quickly as possible, but does not warrant that services generally available through the Website will be uninterrupted or error free.
- DJS takes all reasonable precautions but cannot and does not guarantee or warrant that files downloaded through the Website or delivered via electronic mail through the Website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You must satisfy yourself that you have adequate protection software in place.
- Certain rights and remedies may be implied by law that cannot be excluded, restricted or modified. To the fullest extent permitted by law, DJS's liability for breach of these terms is limited to the re-supply of advertising space or a refund of fees paid for the relevant service.
- You indemnify DJS, its officers, employees and agents and will keep them indemnified against all claims, actions, proceedings, costs, expenses (including legal costs), damages, liability or loss incurred by them in connection with:
  - any breach of these terms by you;
  - any negligent act or omission by you;
  - your listing or the sale (or purported sale) of your practice to a buyer; or
  - an actual or alleged breach of law which occurs a consequence of your listing appearing on the Website (including, without limitation, trade practices laws).

#### Disputes

- If a dispute arises between you and DJS in relation to these terms, before commencing legal proceedings (other than in urgent circumstances where an injunction is sought) the aggrieved party must notify the other in writing (which may be by email) and we must both attempt to resolve the dispute promptly and in good faith.

#### General provisions

- These terms constitute the entire agreement between you and DJS relating to their subject matter and supersede all prior understandings or agreements, written or oral, on that subject matter.
- You may not assign your rights or obligations under these terms to third parties without DJS's prior written consent.
- If any part of these terms is unenforceable the remainder will not be affected.
- A waiver of any of these terms will only be effective if it is in writing and signed by DJS.
- The laws of New South Wales apply to these terms and the parties submit to the exclusive jurisdiction of the courts of that state.

I \_\_\_\_\_ accept all conditions and fees as outlined by DJS to be registered as a seller of a dental practice

Signed \_\_\_\_\_ Date \_\_\_\_\_

*My search ends here.* |

