



## ResMed Therapy Plans – Terms

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ResMed (“**We**”, “**Us**”, “**Our**”) will provide customer (“**You**”, “**Your**”) with products and replenishment products in accordance with the therapy plan You selected. Details of the therapy plans are set out at the end of these terms.

### Fees

When you start the therapy plan, you pay an initial instalment fee. Within the first week of sign-up, at your selected day, you will start paying a weekly fee over 36 months (156 weeks). The initial instalment fee and the weekly fee is set out in your therapy plan. We only accept payments via credit card. We will not charge you interest, administration or other fees. If you fail to pay the weekly fees, we will stop supplying you with the products and services until you have paid all outstanding weekly fees. You will own and be able to keep the products you have received under the plan once you make full and final payment of all fees due over the life of your plan.

### Payment

If You fail to pay fees when due, We will send you notifications to your email address asking you to complete payment. We may stop supplying You with the products and services until You have paid all outstanding fees. We also reserve the right to terminate Your therapy plan after providing You with a written notice. Notices will be sent to the email address You provided and may also be sent by other means such as courier, post or text message. If We elect to terminate Your therapy plan, You will be liable to pay the full price of products that you have received.

If You have failed to pay fees when due, We may also look to:

- recover any and all outstanding amounts owed to Us by You;
- recover other costs associated with recovery of those amounts from You, including Our legal costs; and
- exercise any rights available to Us by law, including by referring Your outstanding amount to a third party debt collection service or commencing legal action against You.

If You have failed to pay any and all outstanding amounts, We may take steps to notify a credit reporting body of Your default. This may negatively affect Your credit score.

### Title and Risk

Title and risk of any loss or damage to products will pass to You when You take physical possession of the products or when the products are delivered to You.

### Product Availability

If a product is temporarily unavailable or has been discontinued, We will substitute it with a similar product that has equivalent functionality and is of similar value. If You are not satisfied with the substitute product, You may cancel the portion of Your therapy plan that relates to that product at no cost to You.

### Termination

We can terminate Your plan if You fail to pay the weekly fee. We may allow You to terminate Your plan, but You will be liable to pay a cancellation fee calculated as the weekly fee payable multiplied by the number of weeks remaining under Your plan.

## Personal information

We will only use Your personal information in accordance with the Privacy Act 1988 and ResMed's privacy notice, found at: <https://www.resmed.com.au/privacy-policy>.

Please remember to update Your personal information, including Your address as soon as possible by emailing Us at [plans@resmed.com.au](mailto:plans@resmed.com.au) as We will be delivering the products to the address You provided. We may charge You delivery fee if We have to re-deliver due to incorrect address.

## ResMed Sleep-on-it Promise – applicable to device therapy plans only

If You sign up to a therapy plan and change Your mind, You may cancel Your therapy plan within 30 days from the date of sign up. The ResMed Sleep-on-it Promise applies exclusively to ResMed Device Therapy Plans only, and is limited to one ResMed device therapy plan cancellation per customer. To cancel Your plan, please contact the ResMed Authorised Dealer which You purchased Your plan from. If You are unsure where You purchased Your plan, You can contact ResMed Therapy Plans team at 1300 305 705 or [plans@resmed.com.au](mailto:plans@resmed.com.au). You will need to return all products received as part of Your therapy plan, including items that have already been opened and used, at your own cost. You will not be refunded any initial instalment fees, and any subsequent weekly payments made or due within 30 days from the date of sign up. See terms and conditions [here](#).

## ResMed 30-Day Mask Swap Program

You may change Your mask within 30 days from the date of sign up or within 30 days of upgrading your mask at no additional cost to You, provided that (a) there is no damage to the mask as a result of improper use; and (b) You have proof of purchase document. The ResMed Mask Swap Program is limited to one mask swap per customer, per year. To change Your mask, please contact the ResMed Authorised Dealer which You purchased Your plan from. If You are unsure where You purchased Your plan, You can contact ResMed Therapy Plans team at 1300 305 705 or [plans@resmed.com.au](mailto:plans@resmed.com.au). See terms and conditions [here](#).

## Additional benefit

When you sign-up to ResMed therapy plan, you have the option to become a member of sleepvantage, our membership program. Through sleepvantage you will receive a range of exclusive member benefits. You can register for sleepvantage membership [here](#). We may also send you marketing and promotional offers. You can opt out from marketing communication at any time by emailing us at [info@sleepvantage.com.au](mailto:info@sleepvantage.com.au) or by clicking the unsubscribe button in any email sent to you by us.

## Warranty and Australian Consumer Guarantees

Our products come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms seeks to limit your rights under the Australian Consumer Law or otherwise. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be acceptable quality and the failure does not amount to a major failure. ResMed also provides a limited manufacturer's warranty. Information on the limited warranty is provided with the products.

## Governing law

These terms are governed by the laws of New South Wales, Australia.

### **ResMed Asia Pacific Limited,**

ABN 86 070 076 470

1 Elizabeth Macarthur Drive, Bella Vista NSW 2153 Australia.

T +61 2 8884 1000 F +61 2 8884 2005

[plans@resmed.com.au](mailto:plans@resmed.com.au)

(This version is valid from 26 May 2023)

## ResMed Therapy Plans – Schedule

AirSense™ 10 AutoSet™ Basic Plan	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirFit mask	1		1	
AirSense 10 filters (pcs)	6		6	
HumidAir™ humidifier tub		1		1
ClimateLineAir™ tubing		1		1

AirSense™ 10 AutoSet™ Premium Plan	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirFit mask	1		1	
AirSense 10 filters (pcs)	6		6	
CPAP Wipes (tubs)	6		6	
HumidAir™ humidifier tub		1		1
ClimateLineAir™ tubing		1		1
Mask cushion		1		1
Mask headgear		1		1

AirSense™ 10 AutoSet™ Premium Comfort Plan	3 months after sign up	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirTouch mask		1		1	
AirTouch cushion	9	5	6	5	6
AirSense 10 filters		6		6	
CPAP wipes (tubs)	4	3	3	3	3
HumidAir™ humidifier tub			1		1
ClimateLineAir™ tubing			1		1
Mask headgear	1		1		1

AirSense™ 10 Elite™ Basic Plan	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirFit mask	1		1	
AirSense 10 filters (pcs)	6		6	
HumidAir™ humidifier tub		1		1
ClimateLineAir™ tubing		1		1

AirMini™ Basic Plan	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirFit mask*	1		1	
AirMini filters (pcs)	6		6	
AirMini tubing	1		1	

AirMini™ Premium Plan	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirFit mask*	1		1	
AirMini filters (pcs)	6		6	
CPAP Wipes (tubs)	6		6	
AirMini tubing	1		1	
Mask cushion		1		1
Mask headgear		1		1

AirSense™ 10 Refreshment Plan	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirFit mask	1		1	
AirSense 10 filters (pcs)	6		6	
HumidAir™ humidifier tub		1		1
ClimateLineAir™ tubing		1		1

AirTouch™ Refreshment Plan	3 months after sign up	12 months after sign up	18 months after sign up	24 months after sign up	30 months after sign up
AirTouch mask		1		1	
AirTouch cushion	9	5	6	5	6
CPAP Wipes (tubs)	4	3	3	3	3
Mask headgear	1		1		1

====FOR CUSTOMER TO COMPLETE====

I acknowledge that I have read and understood the terms and conditions above. By signing up to ResMed Therapy Plan, I agree to these terms and conditions. I understand that I am signing up to a financial commitment for 36 consecutive months (3 years), and subject to the terms herein I will be liable to pay a cancellation fee for early termination.

At time of sign up, I consent / do not consent to joining sleepVantage membership program and receiving marketing communication from ResMed. I can unsubscribe at any time by clicking on the 'Unsubscribe' button at the bottom of any email from sleepvantage.

Customer Signature :

Customer Full Name :

Date of signature :

====FOR SELLER TO COMPLETE====

Plan Name :

Plan Start Date :