

## **OPSM VISIONPLAN TERMS & CONDITIONS**

These terms apply to OPSM and you.

OPSM is owned and operated in New Zealand by Luxottica Retail New Zealand Limited (Luxottica)

The term OPSM includes Luxottica, all Visionplan participating OPSM stores in New Zealand and all other Visionplan participating Luxottica owned and operated stores in New Zealand (Other Luxottica Stores). "OPSM" and "us", "our" or "we" are used interchangeably.

The term "you" refers to the customer.

The term "Visionplan" means the product allowance which can be spent on optical frames and lenses at OPSM.

The term "website" means [www.opsm.co.nz](http://www.opsm.co.nz), or in the case of an Other Luxottica Store, that store's website.

### **1. Term**

1.1. The term for Visionplan is 12 months or the full payment of your Visionplan, whichever occurs first (Term).

1.2. Your contract (comprising these terms and conditions and the terms of the confirmation notice which you receive in store at the point of signup) shall start on the date stated on the confirmation notice.

1.3. You agree to sign on as a Visionplan member for the Term.

1.4. You agree and accept that:

- a) you are over the age of 18 years;
- b) you are the person responsible for the nominated bank account;
- c) you agree to pay by the method indicated on the confirmation notice;
- d) you accept responsibility for all charges made to your nominated bank account;
- e) you agree to these terms and conditions; and
- f) you agree to the allowance limits of the Visionplan selected.

### **2. Communication**

2.1. When you visit our website or send emails to us, you are communicating with us electronically. We consent to receiving notices or other communications from you in electronic form. You consent to receiving notices or other communications from us electronically. We will communicate with you by email, by SMS, or by standard post. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. Any notices sent to you will be to the email address you registered when joining Visionplan. If your email address changes please contact us as soon as possible. You can contact us on 0800 88 99 08 or email us at [visionplan@au.luxottica.com](mailto:visionplan@au.luxottica.com).

2.2. You acknowledge and agree that, in addition to the permitted uses of your personal information set out in our privacy policy available from [www.opsm.co.nz/privacy-policy](http://www.opsm.co.nz/privacy-policy), or from the website of [your Other Luxottica Store](#), we may collect and use your personal information for the purposes of communicating with you about Visionplan.

2.3. You can access your account payment history under your account by logging into the Debtsuccess portal using your membership login details.

### **3. Allowances**

3.1. The Visionplan schedule of allowances is available on our website and states what each Visionplan delivers. Visionplan is available at all participating OPSM stores in New Zealand and participating Other Luxottica Stores in New Zealand.

### **4. Payment start date**

4.1. Once OPSM issues you with your notice confirming your plan, payments from your nominated bank account or Credit Card will commence on the date you have nominated (as detailed on your confirmation notice), and will fall due at the frequency specified in your confirmation notice.

### **5. Frequency of Payments**

5.1. You may choose to pay your fee weekly, fortnightly, or monthly.

5.2. If you choose to pay:

- a) weekly, then your fee is to be paid in 52 equal weekly instalments by direct debit or credit card;
- b) fortnightly, then your fee to be paid in 26 equal fortnightly instalments by direct debit or credit card; or
- c) monthly, then your fee is to be paid in 12 equal monthly instalments by direct debit or credit card.

### **6. Missed payments**

6.1. We are not responsible for your bank charges if payments fail, unless the payment failure is directly caused by our negligence or breach of this contract.

6.2. You must make payments in accordance with the times specified in your confirmation notice. You may not obtain another Visionplan if you have missed any payments under any current Visionplan.

### **7. Cancellation policy**

7.1. If you are having any difficulty making your payments please contact us as soon as possible to discuss your options. These options may include cancelling your plan (subject to clause 7.2) and allowing you to obtain a new Visionplan of lower value.

7.2. You must not cancel your membership if, at any time during the Term of the contract, you have redeemed any of the allowance made available to you under that contract and you are not returning the product you obtained under Visionplan for a refund.

7.3. If you cancel your membership after you have redeemed any of the allowance made available to you under your contract and you are not returning the product you obtained under Visionplan for a refund, you will be in default and you will be liable to us for the full fees payable under that contract for the term, less any amounts already paid by you, to cover our costs arising from that default.

7.4. Failure to pay in full such monies when demanded may result in your account being passed on to a debt collection agency, and debt collection fees may be added to the amount you are required to pay.

7.5. Your entitlements under Visionplan cannot be gifted or sold to another person.

7.6. Notwithstanding clauses 7.2 to 7.4, your Visionplan will be cancelled when you return the product you obtained under Visionplan for a refund in accordance with OPSM's applicable refund policies – please see our website or ask us if you wish to see a copy. If your Visionplan is cancelled in this instance, the allowance you have paid to us will be refunded to you, via a gift card and the payments made to Debitsuccess will be refunded directly.

## **8. Pricing & GST**

8.1. All fees and allowances include GST. All payments are rounded off to the nearest cent.

8.2. Visionplan is not available in conjunction with any other offer or discount.

## **9. Privacy**

9.1. A full copy of our privacy policy can be found on [www.opsm.co.nz/privacy-policy](http://www.opsm.co.nz/privacy-policy) or at the [website of your Other Luxottica Store](#).

# **DEBIT SUCCESS TERMS & CONDITIONS**

## **SERVICE AND PAYMENT CONTRACT**

These Terms and Conditions outline the rights and responsibilities customers have with regard to the ability of Debitsuccess to directly debit a customer's nominated bank account or credit card for any instalments or payments due under this Service and Payment Contract. Should you have any queries regarding this Service and Payment Contract, you should in the first instance contact Debitsuccess on Freephone 0800 739 049. All queries regarding the provision of eyecare services by Luxottica Retail New Zealand Limited under the OPSM Terms and Conditions (the "Visionplan service") should be directed to Luxottica Retail New Zealand Limited. The Visionplan service is not an insurance product and no insurance cover is provided.

## **Parties to Contract**

The terms "Visionplan" and "OPSM" are used interchangeably throughout these Terms and Conditions, and refer to Luxottica Retail New Zealand Limited, the provider of the Visionplan service. The terms "Customer" and "you" refers to a customer of OPSM who agrees to receive the Visionplan service provided pursuant to the OPSM Terms and Conditions.

Reference to the "Debitsuccess Contract" is a reference to the agreement entered into between the Customer and Debitsuccess, and shall include this Service and Payment Contract, the Direct Debit Request and the Direct Debit Authority. Reference to the "OPSM Terms and Conditions" or the "Contract" is a reference to the agreement entered into between the Customer and Luxottica Retail New Zealand Limited.

"Debitsuccess" is Debitsuccess Limited. Its contact details are as follows:

PO Box 34770  
Birkenhead  
Auckland 0746

Freephone: 0800 739 049, Phone: (09) 481 0400, Fax: (09) 480 1401  
Email: customerservice@debitsuccess.co.nz.

The Customer acknowledges that:

- (a) Debitsuccess has been contracted by OPSM to collect the instalments due under the Debitsuccess Contract;
- (b) For the purposes of the Contracts (Privity) Act 1982, all rights of OPSM pursuant to the Contract are able to be enforced by Debitsuccess without any involvement on the part of OPSM and without the further consent of the Customer;
- (c) The Contract is a fixed contract for the term specified in the OPSM Terms and Conditions; and
- (d) Debitsuccess is in no way liable, directly or indirectly, for the provision of the Visionplan service.

### **Communication**

You consent to receiving communications from Debitsuccess electronically. You agree that all agreements, notices, disclosures and other communications we provide to you electronically, satisfy any legal requirement that such communications be in writing. If your email address changes, please tell us by contacting us on 0800 739049 as soon as possible.

### **Payments**

The Customer agrees to pay the instalment amounts set out in the OPSM Terms and Conditions at the agreed payment frequency until the Contract is terminated in accordance with the Cancellation Policy set out in the OPSM Terms and Conditions. Should payments fall on a designated public holiday or a weekend day, payments will default to be collected on the next working day after this date. The Customer may alter the frequency and timings of payments by requesting the change with Debitsuccess. However, any changes will not affect the total amounts payable under the Contract. The Customer authorises Debitsuccess to debit his or her account for any arrears outstanding in order to bring the account up to date.

### **Late Payment Fee**

A failure to pay the instalment amount at the agreed time constitutes a breach of this Service and Payment Contract. Where this occurs, a late payment fee of \$10.00 is payable by the Customer to Debitsuccess.

### **Debt Collection Action / Default Fee**

The Customer authorises Debitsuccess, upon default by the Customer, to notify any debt collection/credit reporting agency in regard to any obligation of the Customer under the Contract. Where a debt collection agency is employed to collect any outstanding payments, the Customer agrees that:

- (a) the Customer shall pay a default fee of \$50 to Debitsuccess;
- (b) all instalments for the remainder of the minimum term shall immediately become due and payable; and
- (c) the Customer shall pay all reasonable costs and disbursements incurred as a result of debt collection including (without limitation) the commission charged by the debt collection agency.

### **Full Prepayment**

The Customer may prepay all instalments and payments due for the balance of the term specified in the OPSM Terms and Conditions at any time. If the customer does prepay in full, the Direct Debit Authority will terminate.

## **Customer Acknowledgements**

The Customer agrees that Debitsuccess and OPSM may make reasonable changes to the service it provides, to the extent that such changes do not materially disadvantage the Customer.

## **Privacy**

The Customer authorises Debitsuccess to contact the Customer for any purpose. The Customer has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information concerning the Customer held by Debitsuccess.

You acknowledge that personal information collected or held by Debitsuccess may be used by third parties approved by Debitsuccess to make offers to you. For information on how OPSM collects, uses and holds your personal information, please see the Privacy section of the OPSM Terms and Conditions.

## **Liability**

To the extent permitted by law, OPSM and Debitsuccess shall not be liable or responsible to the Customer for any indirect or consequential injury, loss or damage suffered by the Customer.

## **Entire Agreement**

The Debitsuccess Contract constitutes the entire agreement, understanding and arrangement (express and implied) between the Customer and Debitsuccess. The Debitsuccess Contract shall supersede and cancel any previous agreement, understanding and arrangement between the Customer and Debitsuccess whether written or oral.

If any provision of the Contract is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from the Debitsuccess Contract.

## **CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS**

### **1. Debitsuccess (the "Initiator"):**

(a) Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from the Customer under clause 1(a) but no later than the date the Direct Debit will be initiated. This notice must be provided either:

(i) in writing; or

(ii) by electronic mail where the Customer has provided prior written consent to the Initiator. The notice will include the following message: "The amount \$....., was direct debited from your Bank account on (initiating date)."

(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Customer's bank (the "Bank") that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to the Customer.

### **2. The Customer may:**

(a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.

(b) Stop payment of any Direct Debit to be initiated under this Authority by Debitsuccess by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

(c) Where a variation to the amount agreed between the Debitsuccess and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above,

request the Bank to reverse or alter any such Direct Debit initiated by Debitsuccess by debiting the amount of the reversal or alteration of the Direct Debit back to the Debitsuccess through Debitsuccess' Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to the Customer 's account.

**3. The Customer acknowledges that:**

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to the Customer's account in good faith notwithstanding the Customer's death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between the Customer and the Bank in relation to the Customer's account.
- (c) Any dispute as to the correctness or validity of an amount debited to the Customer 's account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lie between the Customer and Debitsuccess.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility in respect of:
  - (i) the accuracy of information about Direct Debits on Bank statements.
  - (ii) any variations between notices given by Debitsuccess and the amounts of Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Debitsuccess' failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by the Customer for any reason whatsoever. In any such situation the dispute lies between the Customer and the Initiator.

**4. The Bank may:**

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by the Customer and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to the Customer.
- (c) Charge its current fees for this service in force from time-to-time.