



## Direct Debit Request Service Agreement

### 1. Debiting Your Account

- 1.1. By signing a Direct Debit Request (DDR), 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 as authorised in the Direct Debit Request.
- 1.3. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day.

### 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.
- 3.2. If you wish to stop or defer a debit payment you must notify us in writing at least fourteen (14) days before the next debit day.
- 3.3. You may cancel your authority to debit your account at any time by giving us fourteen (14) days notice in writing before the next debit day.

### 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 funds in your account to meet a direct 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 we are liable to pay Goods and Services Tax (GST) on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the GST rate.

## **5. Dispute**

- 5.1. If you believe that there has been an error made in debiting your account, you should notify us directly and confirm that notice in writing with us as soon as possible so that your query can be investigated and resolved promptly.
- 5.2. If, as a result of our investigations your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account, including any interest or charges incurred. You will be notified in writing of the amount by which your account has been adjusted.
- 5.3. If, as a result of our investigations your account has not been incorrectly debited, you will be provided with reasons and any evidence for this finding.
- 5.4. Any queries you may have relating to 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 to your satisfaction, you can refer the matter to your financial institution which will obtain details from you relating to the disputed transaction and may lodge a claim on your behalf.

## **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) that the account details you have provided to us are correct by checking them against a recent account statement.
- 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. Any information contained on your Direct Debit Request, including your account details, will be kept strictly confidential. We will make reasonable efforts to keep any such information about you secure and 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.
- 7.2. Information will only be disclosed about you:
  - a) to the extent specifically required by law; or
  - b) for the purpose of this agreement, including disclosing information in connection with any query or claim,

## **8. Notice and Contact Details**

- 8.1. If you wish to notify us in writing or contact us by telephone about anything relating to this agreement, please refer to our address and contact details shown at the bottom of this agreement.
- 8.2. We will notify you by sending a notice in the ordinary post to the address you have provided us on the Direct Debit Request.
- 8.3. Any notice will be deemed to have been received two (2) business days after it is posted.