

## DIRECT DEBIT TERMS & CONDITIONS

### **DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT**

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

#### **INITIAL TERMS**

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 518466 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business).

I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

#### **RELATIONSHIP**

I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

#### **CLEARED FUNDS**

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

#### **VARIATIONS TO DEBIT TERMS**

I/We authorise the Business to vary the amount of the payments from time to time if provided for within my/our agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business, and where such instructions from the Business are received by Debitsuccess, I/we do not require Debitsuccess to notify me/us of such variations to the debit amount.

I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than as provided for herein.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement must be directed to the Business.

## **SURCHARGE**

I/We acknowledge that a surcharge amount can be applied to the payment amount requested by the business at a rate/value in accordance with this DDR.

I/We acknowledge that if a change is made to the nominated payment method listed on this DDR that a surcharge may apply to the updated payment method.

## **CANCELLING THESE DEBIT TERMS**

I/We understand that I/we are able to cancel this DDR by requesting this of the Business or my/our Financial

Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

## **NON-WORKING DAY**

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

## **DISHONOURED PAYMENTS**

I/We acknowledge that:

- a. if a debit is returned by my/ our Financial Institution as unpaid, I/we will be responsible for any fees and charges, in addition to any Financial Institution charges and collection fees (including, but not limited to, any fees of solicitors and collection agents appointed by Debitsuccess); and
- b. Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

## **ACCURACY OF INFORMATION**

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from the credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of any replacement credit card to Debitsuccess via the Business.

## **DISPUTES**

I/We acknowledge that any disputes regarding debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to direct any such dispute to my/our Financial Institution.

## **OTHER AUTHORISATIONS**

I/We authorise:

- a. The Debitsuccess to verify details of my/our account with my/our Financial Institution; and
- b. The Financial Institution to release information allowing Debitsuccess to verify my/our account details.

## **INFORMATION SECURITY**

Debitsuccess agrees that it will make reasonable efforts to keep your information contained in the DDR (including account details) and any other information that we have about you confidential and secure and will 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. Debitsuccess will only disclose information that we have about you:

- a. to the extent specifically required by law; or
- b. for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions please contact:

- Debitsuccess Pty Ltd
- PO Box 5567, Stafford Heights QLD 4053
- Phone: 1800 956 959
- Email: qkclients@debitsuccess.com