



**Quickpay Pty. Ltd.**  
Level 2, Suite 6, 58 – 60 Victor Crescent  
Narre Warren VIC 3805  
Tel: 1300 659 537  
Fax: 1300 659 538

Date:

## Direct Debit Request Service Agreement

### DEFINITIONS

- **Account** means the account held at your financial institution, from which we are authorised to arrange for funds to be debited
- **Agreement** means this Direct Debit Request Service Agreement between you and us.
- **Business Day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia
- **Debit Day** means the day that payment by you to us is due
- **Debit Payment** means a particular transaction where a debit is made
- **Direct Debit Request or (DDR)** means the Direct Debit Request between you and us (and includes any Form PD – C approved by us in the transitional period)
- **Us or We** means Quickpay Pty Ltd, you have authorised by signing a *Direct Debit Request*
- **You** mean the customer who signed the Direct Debit Request
- **Your Financial Institution** is the financial institution where you hold the account that you have authorised us to debit

### 1. DEBITING YOUR ACCOUNT

- 1.1 By signing a DDR, you have authorised us to arrange for funds to be debited from your account. You should refer to the DDR and this agreement for the terms of the arrangement between you and us.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the DDR OR
- 1.3 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the DDR, a billing advice which specifies the amount payable by you to us and when it is due
- 1.4 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. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 1.5 By signing this document you hereby accept that Quickpay or its associated entities are not liable for any prepayment made on products or services that yet to be rendered. Any prepayments made are the responsibility of your provider and not Quickpay. If the provider is for any reason is unable to refund any payments you hereby notified that Quickpay will not be liable for your prepaid funds.

### 2. CHANGES BY US

- 2.1 We may vary any details of this agreement or DDR at any time by giving you at least fourteen (14) days written notice.

### 3. CHANGES BY YOU

- 3.1 Subject to 3.2, 3.3, or 3.4 you may change the arrangements under a direct debit request by contacting us on 1300 659 537
- 3.2 Deferment, cancellation or alteration to the debiting schedule outlined over the page will be considered subject to the terms and conditions of any contract/agreement between you and the payee named over the page.
- 3.3 If you wish to defer a payment you must notify us in writing at least fourteen (14) days before the next debit day
- 3.4 Any cancellations made directly with Quickpay do not affect or terminate any contracts, agreements and/or payment obligations you have with the payee named over the page.

### 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 (DDR)
- 4.2 If there are insufficient clear 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 payable to Quickpay; and
  - c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be available 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 to your account are correct

### 5. DISPUTE

- 5.1 If you believe there has been an error in debiting your account, you should notify us directly on 1300 659 537. Confirm the notice in writing to us as soon as possible so that we may resolve your query quickly
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will arrange with your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding
- 5.4 Any queries you have about an error made in debiting your account should be directed to us in the first instance so that we may attempt to resolve the matter between you and us. If we cannot resolve the matter you may still refer it to your financial institution which will obtain details from you of 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 nominated account as direct debiting is not available on all account types
- b) Your account details are correct by checking them against your bank statement; and
- c) With your financial institution before completing the DDR if you have any queries on how to complete the DDR

### 7. CONFIDENTIALITY

- 7.1 We will keep any information (including your account details) in your DDR confidential. We will make reasonable effort to keep any such information we have about you secure and to 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 We will only disclose information we have about you:
- a) To the extent specified by law; or
  - b) For the purpose of this agreement (including disclosing information in connection with any query or claim)

### 8. NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to the address at the top of the page
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the DDR
- 8.3 Any notice will be deemed to have been received two (2) *business days* after it has been posted

### 9. NOTICE OF DISCLOSURE (Privacy Act 1988)

- 9.1 We may give information about you to a credit reporting agency for the following purposes:
- a) To obtain a consumer and commercial credit report about you, and/or
  - b) Allow the credit reporting agency to create or maintain a credit information file containing information about you.
- 9.2 This information is limited to:
- a) Identity particulars - your name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers license number
  - b) Your application for credit or commercial credit - the fact that you have applied for credit and the amount
  - c) The fact that we are a current credit provider to you.
  - d) Repayments which are overdue by more than 60 days, and for which debt collection action has started
  - e) Advice that your repayments are no longer overdue in respect of any default that has been listed
  - f) Information that, in the opinion of us, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations)