



## Direct Debit Request Service Agreement

### Defintitions

*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 means the Direct Debit Request between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

*transitional period* means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding 12 calendar months from that date.

*us* or *we* means Valleyfast Country Couriers P/L, the Debit User *you* have authorised by signing a *direct debit request*.

*you* means 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 arrange to debit.

**1. Debiting your account**

1.1 By signing a *direct debit request*, 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*.  
If you are unsure about which day your account has or will be debited you should ask your *financial institution*.

**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 on 03 5134 3988.

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*. This notice should be given to us in the first instance.

3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen (14) days notice in writing before the next *debit day*. This notice should be given to us in the first instance.

#### **4. Your obligations**

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available to *your* account to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *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 Valleyfast Country Couriers P/L is liable to pay goods and services tax (“GST”) on a supply made in connection with this *agreement*, then you agree to pay Valleyfast Country Couriers P/L on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

#### **5. Dispute**

- 5.1 If you believe that there has been an error in debiting *your account*, you should notify *us* directly on 03 5134 3988 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *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* may have about 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 *you* can 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 account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (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 *We* will keep any information (including *your account* details) in your *direct debit request* confidential. *We* will make reasonable efforts to keep any such information that *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 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).

## **8. Notice**

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, you should write to Valleyfast Country Couriers P/L, PO Box 373, MORWELL 3840.

8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given us in the *direct debit request*.

8.3 Any notice will be deemed to have been received two *business days* after it is posted.

