

# Direct Debit User Agreement

## **Important Notice to Customers paying by Direct Debit You must read and agree to these terms before activating your service**

### **Direct Debit Facility**

You may nominate a bank account, credit or charge card as your Direct Debit Facility. If you have nominated a bank account then you must agree to the terms below. If you do not wish to be bound by these terms then you must elect to pay by credit or charge card unless we agree with you otherwise. You must notify us of any cancellation or change affecting our authority to deduct monies from your Direct Debit Facility not less than 7 days prior to such change or cancellation. Where payments are not received as a result of such cancellation or change you will be liable for Fees and Charges.

### **Bank Account Direct Debit Agreement**

We may have requested from you an online or verbal declaration giving us authority to deduct monies from your bank account. By agreeing to this declaration you will be regarded as having 'signed' a Direct Debit Request Form ('DDR'). You also agree that we may reproduce this document from its electronic records and that the reproduced document shall, in the absence of manifest error, be an accurate copy of this document 'signed' by you. If you are not authorised to operate this bank account on your own (i.e. by yourself) then those persons whose authority is required must complete and sign a DDR and return it to us.

### **As recipient of a DDR from you, we will:**

- only debit your bank account in accordance with this agreement;
- allow you to stop any direct debit item or cancel a DDR where your Plan has ended and you no longer wish for us to supply you with Mobile Services; and
- provide you with 14 days notice if we propose to vary any of your direct debit arrangements.

### **As the provider of DDR you:**

- authorise us to process a direct debit item at the times agreed in this agreement and for all or part of the amounts due to us;
- agree this DDR remains in operation until revoked in writing;
- agree to advise us immediately of any reason why a direct debit item may not be processed. In such instances an alternative method of payment must be arranged 3 working days prior to the Direct Debit Date and payment received by the Due Date,;
- will advise us in writing of your intention to withdraw the DDR not less than 14 days before the effective date of withdrawal. Such advice is to be communicated to us in the first instance. Where the DDR is withdrawn or cancelled, you agree to pay us by an alternative Direct Debit Facility;
- will advise us of any disputed direct debit item as soon as practically possible. Such advice should detail the amount of the dispute, the reason for the dispute and your bank account details;
- will ensure that direct debiting through the Bulk Electronic Clearing System (BECS) is available on your nominated bank account;
- acknowledge that direct debiting through BECS is not available on all accounts and that it is your responsibility to check account details against a recent statement from your financial institution, and if uncertain, to check with them before completing the DDR;
- acknowledge that we may process a direct debit item on a day that is not a business day. Any enquiries relating to the day(s) on which we will debit your account are to be directed to your financial institution;
- agree that where a direct debit item is returned unpaid, Fees and Charges will apply and you authorise us to retry the direct debit item at our discretion until the debit item and any Fees and Charges are paid or otherwise settled;
- authorise us to disclose information to our financial institution and your financial institution for the purposes of investigating any claim connected with an alleged incorrect or wrongful direct debit item; and
- acknowledge that it is your responsibility to ensure sufficient clear funds are available in the relevant bank account to permit the payment of direct debit items in accordance with this DDR and this agreement.