

## **Direct Debit Request Service Agreement**

- 1.** PaySmart (Debit User) will debit the bank account / credit card nominated in the Schedule of this Direct Debit Request as specified. The Debit User may, by prior arrangement and advice to me/us vary the amount or frequency of future debits.
- 2.** Should the original terms & conditions of this authority need to be varied a minimum of fourteen days notice will be provided by the business to you. Queries arising as a result of any such variation must be notified to PaySmart two working days prior to the debit date the variation would apply.
- 3.** Deferment or alteration (written or verbal) by the customer to the debiting schedule will be considered subject to the terms and conditions of any agreement between you and the business named in this Direct Debit Request for whom PaySmart (Debit User) acts on behalf of.
- 4.** If a debit item is disputed PaySmart (Debit User) or your Financial Institution must be notified immediately. PaySmart will endeavour to resolve this matter within Industry agreed time frames. Disputed debit items resolved in favour of PaySmart will incur an administration fee.
- 5.** Direct debiting through BECS is not available on all accounts. You are advised to check your account details against a recent statement from your financial institution. If uncertain, you should check with your financial institution before completing the DDR.
- 6.** When a debit day falls on a weekend and/or a national public holiday all debits for that weekend or national public holiday will be processed on the PREVIOUS WORKING DAY. If unsure, you should contact PaySmart (Debit User).
- 7.** PaySmart may, under certain provisions of the "Privacy Act 1988" give information about you to a credit reporting agency. This information will be limited to repayments which are overdue pursuant to the terms and conditions of any contractual agreement between you and the business named in this Direct Debit Request and for which debt collection has started. You "The Customer" may be liable for any costs associated with the recovery of your overdue account, this may include, but is not limited to the following; legal fees, interest and mercantile agency collection cost.
- 8.** It is your responsibility to ensure cleared funds are available in your nominated bank account/credit card to meet the direct debit payment. If a debit is returned unpaid by your financial institution, you will be responsible for payment of the debit plus an additional \$15.00 for return fees and administrative costs incurred by PaySmart (Debit User). If PaySmart (Debit User) has not received instruction to the contrary from you, we will debit both the next due payment and any overdue amounts on your next scheduled debit date.
- 9.** This authority shall stand pursuant to the terms and conditions of any contractual agreement between you and business named in this Direct Debit Request. The administration only of this authority is conducted by PaySmart (Debit User) acting as a billing agent for the business. The services provided by PaySmart are administrative only and do not extend to the provision of any services or benefits provided by the business / centre. This authority shall be interpreted and enforced pursuant to the laws of the state of Queensland.
- 10.** To stop or cancel a direct debit it is recommended that you contact the business named in this Direct Debit Request in the first instance. The terms and conditions or any agreement between you and the business for whom PaySmart (Debit User) acts on behalf of must be complied with. However, if a dispute occurs between you and the business all enquiries regarding a stop or cancellation of a direct debit should be directed to either PaySmart (Debit User) or your own financial institution.
- 11.** Collected funds are held in trust until disbursement. In event of fraud where PaySmart is not at fault, PaySmart will be free of any legal liability.
- 12.** No account records or account details will be disclosed to any person or persons except where such information is required in connection with any claim relating to an alleged incorrect or wrongful debit.
- 13.** All enquiries in relation to refunds must be directed to the business named in this Direct Debit Request.
- 14.** PaySmart (Debit User) will communicate to me/us from time to time. To ensure communication reaches me/us it is important PaySmart (Debit User) is supplied by me/us with a valid email address and mobile phone number. Failure to supply a valid email address and a mobile phone number will prevent PaySmart (Debit User) from contacting me/us regarding important information concerning my account.
- 15.** In signing this Direct Debit Request, I/we accept the conditions outlined in PaySmart's Product Disclosure Statement (PDS) in its entirety. PaySmart (Debit User) will email the PDS to me/us and, if this is not received, I/we acknowledge that I/we have accessed, read and understood the PDS on the PaySmart website: [www.paysmart.com.au](http://www.paysmart.com.au).