# **Direct Debit Service Agreement**



## **DIRECT DEBIT REQUEST SERVICE AGREEMENT**

This is your Direct Debit Request Service Agreement with Australian Client Services Pty Ltd ACN 160 395 476 T/A Screwloose IT. It explains what your rights and obligations are when setting up a direct debit arrangement with us and also details our obligations to you. Please keep this agreement for future reference as it forms part of the terms and conditions of your direct debit request and must be read in conjunction with your direct debit request authorisation.

#### 1. DEFINITIONS

**Account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

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 Screwloose IT is due.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit Request** means the written, verbal or online request between you and Screwloose IT to debit funds from your nominated account, or charge to your nominated credit card.

We, us and our means Screwloose IT (ABN 59 160 395 479).

#### 2. DEBITING YOUR ACCOUNT

- 2.1 By written, verbal or online request you have authorised us to arrange for funds to be debited from your Account or charged to your nominated credit card in accordance with your Direct Debit Request.
- 2.2 We will only arrange for funds to be debited from your Account or charged to your nominated credit card after we have notified the amount payable by you to us and when it is due, and where the due date falls on a day that is not a Business Day we will draw the amount on the next Business Day.
- 2.3 You may defer or alter a Debit Payment by giving us at least fourteen days written notice before the next Debit Day.
- 2.4 You may stop a debit payment, or cancel your Direct Debit Request, by giving us at least fourteen days written notice before the next Debit Day. You can also cancel your Direct Debit Request by contacting your own financial institution directly. In the event of a cancellation, you must make alternative arrangements with us for payment.

## 3. VARIATIONS

- 3.1 We may vary the terms of the Direct Debit Request or this agreement by giving you at least fourteen days written notice.
- 3.2 We will continue to rely on your authority directly to debit the billed amount from your Account until you advise us of any changes to the arrangements.
- 3.3 We reserve the right to cancel the Direct Debit Request or automatic recharge arrangement if one or more Debit Payments are returned unpaid by your financial institution and to arrange with you an alternate payment method.
- 3.4 If the Direct Debit Request is made by a company utilising a corporate account, you warrant and represent that you are an authorised representative of that company and may enter into this Direct Debit Request or automatic recharge arrangement on behalf of that company.

## 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.
- 4.2 If there are insufficient clear funds in your account:

- (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.
- 4.4 You are responsible for ensuring that the billing information provided to you is correct before Debit Payment occurs. You should also check your account statement from your financial institution or payment provider to verify that the amounts debited from your Account are correct.

#### 5. DISPUTES

- 5.1 If you believe that there has been an error in debiting your Account you should contact Screwloose IT in the first instance either in writing at <a href="mailto:accounts@screwloose.com.au">accounts@screwloose.com.au</a> or by phone 1300 245 575.
- 5.2 If we conclude establish that there has been an error, we will let you know and arrange for your financial institution to adjust your Account (including interest and charges).
- 5.3 If we conclude that there is no error, we will advise you of the reasons and provide any evidence for this finding.
- 5.4 If we cannot resolve the matter, you have the right to lodge a direct debit claim through your financial institution.

#### 6. CONFIDENTIALITY

- 6.1 We will keep any information provided in your Direct Debit Request confidential and secure, and ensure that any of our employees or agents who have access to this information do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 6.2 We will only disclose information provided to us:
  - (a) to the extent specifically required by law; or
  - (b) for the purposes of this agreement (including in connection with any query or claim).

## 7. ACCOUNTS

- 7.1 Please be aware that direct debiting is not available for all financial institution accounts. You should check:
  - (a) with your financial institution or payment provider whether direct debiting is available from your account; and
  - (b) your Account details which you have provided to us are correct.

If you have any questions about your direct debit request, please call 1300 245 575 during normal business hours.



