



Prushka

NO RECOVERY - NO CHARGE

ABN: 55 005 962 854

PRUSHKA ELECTRONIC CREDIT - DEBIT

If you wish Prushka to send you the full amount of money collected for you, then the process is:

- Prushka will **electronically pay** into your nominated account the **total of all payments received** by Prushka.
- Prushka will then **debit** your account with the **total charge** detailed in the statement.
- You will receive a Tax Invoice by **email/or facsimile (as per your instructions)**.

Benefits of Electronic Funds Transfer

- Your money will be processed within the **first 5 working days** of each month.
- You receive your money as **cleared funds** that you can draw on immediately.
- Save on handling costs and bank fees.
- No chance of lost cheques.

CLIENT DETAILS

Prushka Client Number (please find on your Tax Invoice)

FIELD REQUIRED

Company / Trading Name (used for correspondence and cheques paid to you)

Registered Business Name

ABN / ACN

Business Address

Unit Street Number Street Name

City / Suburb / Town State Postcode

Mailing Address (if different from above)

Post Office Box or other mail details (if applicable)

City / Suburb / Town State Postcode

Telephone Numbers

STD Business Fax Mobile / After Hours

Email

Contact:

* ***This section must be completed by authorised signatories.***

DIRECT DEBIT REQUEST

Request and Authority to debit the account named below to pay Prushka Fast Debt Recovery.

(Surname or Company Name)

(Given Name or ARBN / ACN) ("you")

request and authorise Prushka Mercantile Agency Pty Ltd Debit User 246602 to arrange for any amount of monies owed to Prushka Fast Debt Recovery Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].

Name of Financial Institution (e.g. Commonwealth Bank, National Bank)

Grid for Name of Financial Institution

Address of Financial Institution

Grid for Address of Financial Institution

State and Postcode fields

Name of Account

Grid for Name of Account

Bank Account Numbers

BSB and Account Number fields

Type of Account (e.g. cheque, savings)

Grid for Type of Account

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Prushka Fast Debt Recovery as set out in this Request and in your Direct Debit Request Service Agreement.

Payment Details

- The maximum amount to be debited at any one time is \$999.00 (nine hundred and ninety nine dollars)
- The first debit may be made on / / and at weekly intervals after that monthly statement balance is paid.

Signature, Address, State, and Date fields for two signatories

Please ensure application form is completed and **return form** either by:

POST: Prushka Fast Debt Recovery, Private Bag 6, Mitcham 3132

OR

FAX: (03) 9872 4757

If you have any queries, contact **The Prushka Client Services Team** on freecall **1800 641 617** or email clientservices@prushka.com.au

DIRECT DEBIT REQUEST AND 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 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 (currently 21 March 2000) and concluding 12 calendar months from that date.

Us or we means Prushka Fast Debt Recovery 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 for 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 request at any given time by giving you at least fourteen (14) days' written notice;
- 2.2. We reserve the right to cancel the Prushka Fast Debt Recovery Pty Ltd Pay Plan drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

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) 9872 7299.
- 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 should be given to us in the first instance, or your nominated financial institution.
- 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, or your nominated financial institution.

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*.
- 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. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.
- 4.5. It is your responsibility to advise us if the account nominated by you to receive the Prushka Fast Debt Recovery Pty Ltd Pay Plan drawings is transferred or closed.
- 4.6. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Prushka Fast Debt Recovery Pty Ltd Pay Plan drawing.

5. Dispute

- 5.1. If you believe that there has been an error in debiting your *account*, you should notify us directly on (03) 9872 7299 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 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 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 relation to this *agreement*, you should write to Mendelsons, Solicitors, Private Bag 6, Mitcham, Vic 3122.
- 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.