







# 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.

## 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.
- 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 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.

## 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.