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DIRECT DEBIT REQUEST - SERVICE AGREEMENT

Definitions

Account means the account held at *your financial institution* from which we are authorized 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 a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by *you* to us is due.

Direct debit request means the Direct Debit Request between us and *you*.

Us or we means *05Communications* you have authorized 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 authorized us to arrange to debit.

1. Debiting your account

1.1 By signing a Direct Debit Request, you have authorized 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 from your account as authorized 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 debit request at any time by giving you at least (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 **1300 767 507**
- 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 notice 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 either notifying your financial institution or 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 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 by us; and
 - (c) *you* must arrange for the *debit* payments 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 If *05Communications* is liable to pay goods and services tax a supply made in connection with this agreement, then *you* agree to pay *05Communications* demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate

- 5 Dispute** 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify us directly on **1300 767 507** 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 and 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 to *your financial institution* which will obtain details from *you* of the disputed transactions 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 unauthorized 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 relating to this *agreement* *you* should write to:

05Communications
PO Box 406
Mermaid Beach, QLD 4218

- 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.