



<http://www.05com.com.au/>

**DIRECT DEBIT REQUEST**

**Request and Authority to debit the account named below to pay  
05Communications for phone & internet Services**

*Please Fax to 07 5575 2495 or post to: PO Box 406 Mermaid Beach, QLD 4218 --- ABN 63 705 925 271*

<i>Request and Authority to Debit</i>	<b>Individual/Company Name:</b>
	<b>ABN:</b>
	<b>05Com Username:</b>
	<b>05Com Service Name:</b>
	Request and authorize <b>05Communications</b> to arrange for any amount <b>05Communications</b> may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institute identified below subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided below).
<i>Insert the name and address of your financial institution</i>	<b>Financial Institution Name:</b>
	<b>Address:</b>
	<b>Phone Number:</b>
<i>Details of account to be debited</i>	<b>Name of Account:</b>
	<b>BSB: ___ - ___ Account Number: _____</b> <input type="checkbox"/> I have attached a copy of a Bank Deposit Slip to confirm bank details.
<i>Starting from</i>	Request that this service be commenced on __ / __ / __.
<i>Acknowledgement</i>	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and <b>05Communications</b> as set out in this Request and in your Direct Debit Request Service Agreement.
<i>Frequency of Debits- Unless specified the total will be drawn MONTHLY</i>	Debits will be processed on a monthly basis, (unless specified here), based on the monthly charge of the services utilized. It is accepted that additional (or overcharges) on service utilization will be included on the monthly debit. We request that an amount of \$ _____ only be debited each <b>WEEK FORTNIGHT (Please circle)</b>
	<b>Office use only: 05 COMMUNICATIONS CUSTOMER REFERENCE NUMBER:</b>
	<b>Authorized Person-1:</b> <span style="float: right;"><b>Position:</b></span>
	<b>Authorized Person-2:</b> <span style="float: right;"><b>Position:</b></span>
	<b>Signature-1:</b> <span style="float: right;"><b>Signature-2:</b></span>
	<b>Address:</b>
	<b>Contact Number:</b> <span style="float: right;"><b>Date: __ / __ / __</b></span>

**05Communications Office Use Only**

**Date Received:**

**Account Staff:**

## 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.