

IntelliTrac

IntelliTrac Pty. Ltd.
ABN 31 238 398 354

Direct Debit Request 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*.

banking 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.

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 (31 March 2000) and concluding calendar months from that date.

us or *we* means IntelliTrac Pty. Ltd. trading as IntelliTrac (the Debit User) *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 from *your account* as authorised in the *direct debit request*.

Or

We will only arrange for funds to be debited from *your account* if *we* have sent to the address nominated by *you* in the *direct debit request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

1.3 If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the following *banking 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 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 1300 767492.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least Thirty (30) 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 giving *us* thirty days (30) 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
- 4.4 If IntelliTrac Pty. Ltd. trading as IntelliTrac is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay IntelliTrac Pty. Ltd. trading as IntelliTrac on 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 767492 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 transaction and may lodge a claim on *your* behalf.

6. Accounts	<p><i>You should check:</i></p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account statement</i>; and (c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>.
7. Confidentiality	<p>7.1 <i>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.</i></p> <p>7.2 <i>We will only disclose information that we have about you:</i></p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8. Notice	<p>8.1 <i>If you wish to notify us in writing about anything relating to this agreement, you should write to IntelliTrac Pty. Ltd. trading as IntelliTrac 11 Scholar Drive Bundoora Victoria Australia</i></p> <p>8.2 <i>We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.</i></p> <p>8.3 <i>Any notice will be deemed to have been received on the third banking day after posting.</i></p>