

Direct Debit Service Agreement

Terms and conditions For Direct Debit Request

Definitions

Account	means the account held at <i>Your Financial Institution</i> from which <i>We</i> are authorised to arrange for funds to be debited.
Agreement	means this Direct Debit Request Service Agreement between <i>You</i> and <i>Us</i> .
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 <i>You</i> to <i>Us</i> is due.
Debit Payment	means a particular transaction where a debit is made.
Direct Debit Request	means the Direct Debit Request between <i>Us</i> and <i>You</i> .
Us or We	means RedZed Lending Solutions Pty Ltd, "RedZed" ABN 31 123 588 527, and its related entities.
You	means the customer who signed the <i>Direct Debit Request</i> .
Your Financial Institution	is the financial institution where <i>You</i> hold the account that <i>You</i> have authorised <i>Us</i> to arrange to debit.

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 arrange for funds to be debited from 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 immediately following *Business Day*. If *You* are unsure about which day your Account has or will be debited *You* should ask *Your Financial Institution*.
- 1.4 In the event of a *Direct Debit Request* not being honoured, *We* may seek to again debit your Account for the failed payment and related costs at our discretion.

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.

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 722 462.
- 3.2 If *You* wish to stop or defer a *Debit Payment* *You* must notify *Us* in writing at least 3 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* 15 days notice in writing before the next *Debit Day*. This notice should be given to *Us* in the first instance.

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 *We* are liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then *You* agree to pay *Us* on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Disputes

- 5.1 If *You* believe that there has been an error in debiting your Account, *You* should notify *Us* directly on 1300 722 462 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.

Accounts

- 6.1 *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*.

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 have access to information about *You* do not make any who 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).

Notice

- 8.1 If *You* wish to notify *Us* in writing about anything relating to this Agreement, *You* should write to:
RedZed Lending Solutions Pty Ltd
GPO Box 1693, Melbourne, Victoria 3001.
- 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.