

## **TERMS AND CONDITIONS OF THE DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT**

### **1. INITIAL TERMS**

DebitSuccess will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the DebitSuccess DDR Contract submitted and accepted by you.

### **2. CHANGE OF TERMS**

In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days notice of the changes including if applicable the new amount, new frequency and next debit date.

### **3. DEFERRING OR STOPPING A PAYMENT**

Should you wish to defer a payment to another date you must contact DebitSuccess before the date of that payment to request the deferment. Deferments are entirely at the discretion of DebitSuccess and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become overdue

### **4. ALTERING THE SCHEDULE**

Should you wish to alter the payment frequency or Day to Debit contact DebitSuccess and at our discretion in most instances we will be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting DebitSuccess on 1-800 148 848). Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.

### **5. SUSPENDING THE PAYMENTS**

Suspension of payments may be possible under the terms of your Facility Agreement. Payments may be suspended for a minimum of 2 weeks at a time so long as the total time suspended within the minimum term does not exceed 6 weeks. In order to suspend payments you should contact DebitSuccess at least 3 days prior to the date of the first suspended payment. There is a charge of \$5.00 per week while the contract is suspended unless a different fee is specified on the front of this Contract. Any time spent on suspension will be added onto the minimum term of the Contract so that the sum of the instalments payable for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

### **6. CANCELLING THE PAYMENTS**

You can cancel this Direct Debit Request Authority by requesting this of DebitSuccess or your bank. Cancellation of the authority to debit your account will not terminate this contract or remove your liability to make the payments you have agreed to.

### **7. DISPUTES**

If you dispute any debit payment, you must notify DebitSuccess immediately. DebitSuccess will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

### **8. NON WORKING DAY**

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

### **9. DISHONoured PAYMENTS**

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured DebitSuccess will debit you an additional \$10 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. DebitSuccess may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract (refer to clause 9 Credit/Debt Reporting Agencies).

### **10. ENQUIRIES**

All enquiries should be directed to DebitSuccess and should be made at least 1 working day prior to the next scheduled debit date.

### **11. YOUR OTHER RESPONSIBILITIES**

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide DebitSuccess with a new account number.