

Direct Debit Request – Service Agreement (DDR-SA)



The following is your Direct Debit Service Agreement with Aussie Broadband Limited. The agreement is designed to explain your obligations when undertaking a Direct Debit arrangement with Aussie Broadband. It also details what Aussie Broadband's obligations are to you as your Direct Debit Provider.

Aussie Broadband recommends you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your Direct Debit Request Authority.

Definitions

- **Account** means the account held at your *financial institution* from which we are to arrange 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, Sunday or Public Holiday 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*.
- **Us** or **We** means Aussie Broadband, (the Debit User) you have authorised by approving a *Direct Debit Request Authority*.
- **You** means the customer who signed the *Direct Debit Request Authority*.
- **Your Financial Institution** means the financial institution nominated by you on the Direct Debit Request Authority at which the *account* is maintained.

Debiting your account

By approving 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 Authority* and this *agreement* for the terms of the arrangement between *us* and *you*. We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request Authority*.

Payment is debited within 10 working days from the issue date on your invoice. 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*.

Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request Authority* at any time by giving *you* at least fourteen (14) days written notice.

Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to: PO Box 3351 Gippsland Mail Centre VIC 3841 **or** by telephoning us on 1300 880 905 during business hours **or** arranging it through your own financial institution.

Your obligations

It is *your* responsibility to ensure that there are sufficient funds available in your account to allow a *direct debit payment* to be made in accordance with the *Direct Debit Request Authority*.

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 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*.

You should check your *account* statement to verify that the amounts debited from your *account* are correct. If Aussie Broadband is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Aussie Broadband on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Dispute

If *you* believe that there has been an error in debiting *your account*, *you* should notify us directly on 1300 880 905 or in writing (email / post) as soon as possible so that *we* can resolve your query. Alternatively, *you* can take it up with your Financial Institution directly to resolve.

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.

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 the finding in writing.

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 Authority* if *you* have any queries about how to complete the *Direct Debit Request Authority*.

Confidentiality

We take confidentiality seriously. *Your* billing information is collected, used and stored in accordance with the requirements under the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The Aussie Broadband Privacy Policy can be accessed via our website that explains more about what data we collect, how it is used and your right to access that data.

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

If *you* wish to notify *us* in writing about anything relating to this *agreement*, you should:

- Write to;
Aussie Broadband Limited
PO Box 3351
Gippsland Mail Centre VIC 3841
- *or* email accounts@aussiebroadband.com.au