

**GoCardless**

Level 9, 401 Collins Street, Melbourne, VIC 3000, AU

# Direct Debit Request

Request and Authority to debit the account named below to pay GoCardless.

Request and authorise GoCardless (488299) to arrange, through its own financial institution, a debit to your nominated account any amount GoCardless has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

**Customer or Company name**

**Name of Financial Institution**

**Name of account holder**

**BSB number**

**Account number**

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and GoCardless as set out in this Request and in your Direct Debit Request Service Agreement.

**Signature**

**Date**

# Direct Debit Service Agreement

The following is your Direct Debit Service Agreement with PROF ASSN (the “Merchant”). The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with the Merchant. It also details what the Merchant’s obligations are to you as the Direct Debit Initiator.

We recommend 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 DDR form.

## 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 the Merchant

**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 the Merchant is due

**Debit payment** means a particular transaction where a debit is made

**Direct debit request** means the Direct Debit Request between the Merchant and you

**Merchant** means the organisation you have authorised by signing a direct debit request and as defined above

**You** means the customer who signed the Direct Debit Request

**Your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

## 1. Debiting your account

By signing a Direct Debit Request, you have authorised the Merchant 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 the Merchant and you. The Merchant will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.

If the debit day falls on a day that is not a banking day, the Merchant 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. Amendments by the merchant

The merchant 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. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing the Merchant with at least fourteen (14) days’ notification by contacting the Merchant during business hours or arranging it through your own financial institution.

## 4. Your obligations

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. 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; and
- b) 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 the Merchant can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct.

## **5. Dispute**

If you believe that there has been an error in debiting your account, you should notify the Merchant directly. Alternatively, you can take it up with your financial institution directly.

If the Merchant concludes as a result of investigations that your account has been incorrectly debited the Merchant will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. The Merchant will also notify you in writing of the amount by which your account has been adjusted.

If the Merchant has concluded that as a result of investigations that your account has not been incorrectly debited, the Merchant will respond to your query by providing you with reasons and any evidence for this finding in writing.

## **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**

The Merchant will keep any information (including your account details) in your Direct Debit Request confidential. The Merchant will make reasonable efforts to keep any such information held secure and to ensure that any of the Merchants employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

The Merchant will only disclose information held 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 to your Financial Institution).

## **8. Notice**

The Merchant will notify you by sending a notice to the email address given in the Direct Debit Request. Should you need to contact the Merchant, please call or email the Merchant directly. Notice will be deemed to have been received at the time of transmission of the notification email.