



## 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*.

*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 *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*

*funds* means any amount held on behalf of *you* by *your financial institution* from which *Stratapay* may debit amounts.

*payment service* means the provision of payment options facility through *StrataPay* via its internet sites, by telephone or mail or its agents.

*us* or *we* means **StrataPay Pty Ltd** (User Id: 056118) *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*.

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 following *business day*.  
If *you* are unsure about which day *your account* has or will be debited *you* should contact StrataPay Pty Ltd.

### 2. Changes by *us*

2.1 *We* will not vary any details of this *agreement* or a *direct debit request* without giving *you* at least fourteen (14) days written notice.

### 3. Changes by *you*

3.1 If *you* wish to change the arrangements under a direct debit request *you* must notify *us* in writing at least fourteen (14) days before the change is to be effective.

3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least fourteen (14) 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* fourteen (14) days notice in writing using the *Direct Debit Cancellation Request Form* before the next *debit day*. The form is available at <http://www.stratapay.com.au/assets/forms/spcancelddr.pdf>. This notice should be given to *us* in the first instance.

### 4. *Your* obligations

4.1 It is *your* responsibility to ensure that:

- (a) to ensure the DDR is signed in terms of account signing authority (ie: joint accounts);
- (b) to ensure StrataPay is advised if your account is transferred or closed;
- (c) to arrange a suitable alternative payment arrangement if the DDR is cancelled;
- (d) 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 **StrataPay Pty Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then *you* agree to pay **StrataPay Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, you should notify <i>us</i> directly on 1300 135 610 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by passing an adjustment to <i>your</i> account (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can refer it to <i>your financial institution</i>.</p>
6. Accounts	<p>You should check:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</li> <li>(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>.</li> </ul>
7. Confidentiality	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>.</p> <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</li> </ul> <p>7.3 <i>We</i> will collect, use and disclose any personal information in accordance with <i>StrataPay's</i> privacy policy which is available upon request from <i>you</i> to <i>Stratapay</i>.</p>
8. Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to <b>StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL, 9726</b></p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>
9. Indemnity	<p>By signing the <i>direct debit request</i> <i>you</i> hereby indemnify <i>StrataPay</i> and acknowledge that <i>StrataPay</i> will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of:</p> <ul style="list-style-type: none"> <li>(a) loss of funds, delay and/or unavailability of <i>payment services</i> by <i>StrataPay</i>,</li> <li>(b) the inaccuracy, inadequacy or incompleteness of the information contained on the <i>StrataPay</i> internet site or any of its printed material;</li> <li>(c) a breach of this <i>agreement</i> by <i>you</i> including any act, neglect or default by <i>you</i></li> <li>(d) any successful claim by any third party against <i>StrataPay</i> in respect of any matter arising from the operation, use, transfer of data or monies to and from <i>StrataPay</i> and/or <i>StrataPay</i> by <i>you</i>, or</li> <li>(e) <i>your</i> conduct in general.</li> </ul>
10. General	<p>This <i>agreement</i> is governed by the law of Queensland. <i>You</i> may not assign <i>your</i> rights or obligations under this <i>agreement</i> without the written agreement of <i>StrataPay</i>. If any part of this <i>agreement</i> is unenforceable, the remainder will not be affected.</p>
11. Contact Information	<p>You can contact StrataPay Pty Ltd through the following channels:</p> <p><b>Mail:</b> StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL QLD 9726</p> <p><b>Email:</b> payments@stratapay.com.au</p> <p><b>Facsimile:</b> 07 5575 7433</p> <p><b>Telephone:</b> 1300 135 610</p>