



## DIRECT DEBIT REQUEST – CUSTOMER SERVICE AGREEMENT

Definitions	<p><i>account</i> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>business day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>debit payment</i> means a particular transaction where a debit is made.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><i>funds</i> means any amount held on behalf of <i>you</i> by <i>your financial institution</i> from which <i>Foundation IT</i> may debit amounts.</p> <p><i>payment service</i> means the provision of payment options facility through <i>Foundation IT</i> via its internet sites, by telephone or mail or its agents.</p> <p><i>us or we</i> means <i>Foundation IT Services Pty Limited</i> <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the account that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
1. Debiting <i>your account</i>	<p>1.1 By signing a <i>direct debit request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. You should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>business day</i>, we will direct <i>your financial institution</i> to debit <i>your account</i> on the following business day. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>Foundation IT</i>.</p> <p>1.4 We reserve the right to cancel the <i>direct debit request</i> drawing arrangements if three or more drawings are returned unpaid by <i>your financial institution</i> &amp; it is your responsibility to ensure that the authorization given to draw on the nominated account, is identical to the account signing instruction held by <i>your financial institution</i> where the account is based.</p>
2. Changes by <i>us</i>	<p>2.1 We may vary any details of this agreement or a <i>direct debit request</i> at any time by giving <i>you</i> at least fourteen (14) days' written notice.</p>
3. Changes by <i>you</i>	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on (07) 5504 4866.</p> <p>3.2 If <i>you</i> wish to stop or defer a debit payment <i>you</i> must notify <i>us</i> in writing at least fourteen (14) days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel your authority for <i>us</i> to debit <i>your account</i> at any time by giving <i>us</i> fourteen (14) days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
4. Your obligations	<p>4.1 It is your responsibility to ensure that there are sufficient clear <i>funds</i> available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 It is <i>your</i> responsibility to advise <i>us</i> if the <i>account</i> nominated by <i>you</i> to receive the <i>direct debit request</i> drawings is transferred or closed.</p> <p>4.3 It is <i>your</i> responsibility to arrange with <i>us</i> a suitable alternative payment method if the <i>direct debit request</i> drawing arrangements are cancelled either by <i>yourselves</i> or <i>your financial institution</i>.</p> <p>4.4 If there are insufficient clear <i>funds</i> in your account to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"><li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li><li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li><li>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</li></ul>

	4.5	<i>You should check your account statement to verify that the amounts debited from your account are correct</i>
	4.6	<i>If Foundation IT is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Foundation IT on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</i>
5. Dispute	5.1	<i>If you believe that there has been an error in debiting your account, you should notify us directly on (07) 5504 4866 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</i>
	5.2	<i>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.</i>
	5.3	<i>If we conclude as a result of our investigations that your account has not been correctly debited we will respond to your query by providing you with reasons and any evidence for this finding.</i>
	5.4	<i>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 refer it to your financial institution.</i>
6. Accounts		<i>You should check:</i> <i>(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.</i> <i>(b) your account details which you have provided to us are correct by checking them against a recent account statement; and</i> <i>(c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.</i>
7. Confidentiality	7.1	<i>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 who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</i>
	7.2	<i>We will only disclose information that we have about you:</i> <i>(a) to the extent specifically required by law; or</i> <i>(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).</i>
	7.3	<i>We will collect, use and disclose any personal information in accordance with Foundation IT's privacy policy which is available upon request from you to Foundation IT.</i>
8. Notice	8.1	<i>If you wish to notify us in writing about anything relating to this agreement, you should write to Foundation IT Services, PO Box 671, Broadway NSW, 2007</i>
	8.2	<i>We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.</i>
	8.3	<i>Any notice will be deemed to have been received two business days after it is posted.</i>
9. Indemnity		<i>By signing the direct debit request you hereby indemnify Foundation IT and acknowledge that Foundation IT will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of:</i> <i>(a) loss of funds, delay and/or unavailability of payment services by Foundation IT;</i> <i>(b) the inaccuracy, inadequacy or incompleteness of the information contained on the Foundation IT internet site or any of its printed material;</i> <i>(c) a breach of this agreement by you including any act, neglect or default by you</i> <i>(d) any successful claim by any third party against Foundation IT in respect of any matter arising from the operation, use, transfer of data or monies to and from Foundation IT and/or Foundation IT by you; or</i> <i>(e) your conduct in general.</i>
10. General		<i>This agreement is governed by the law of New South Wales. You may not assign your rights or obligations under this agreement without the written agreement of Foundation IT. If any part of this agreement is unenforceable, the remainder will not be affected.</i>