



Heffron Consulting Pty Ltd

ABN: 88 084 734 261

AFS Licence No: 241739

PO Box 20

North Maitland NSW 2320

Phone: (02) 4930 2100

Fax: (02) 4930 2199

Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with Heffron Consulting Pty Limited [ABN:88 084 734 261]. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider. 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 *us*.

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 *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* (and includes any form PD_C approved for use in the *transitional period*)

Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding calendar months from that date.

us or *we* means Heffron Consulting Pty Limited, (the Debit User) *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* if we have sent to the address nominated by *you* in the *direct debit request*, a Tax Invoice which specifies the amount payable by *you* to *us* and when it is due.
- 1.3 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*.

2. Amendments by us

- 2.1 We 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

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 02 4930 2100 and confirming the details in writing.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least 3 working 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* 5 working days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance. *You* may also contact *your* own financial institution.

- 4. Your obligations**
- 4.1 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*.
- 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 Heffron Consulting Pty Limited is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Heffron Consulting Pty Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5 Dispute**
- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 02 4930 2100 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 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.
- 5.3 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 this finding.
- 5.4 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 still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.
- 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**
- 7.1 *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.
- 7.2 *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), or
 - (c) for the purposes of completing statutory audits.
- 8. Notice**
- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to: Accounts, Heffron Consulting Pty Limited, PO Box 20, NORTH MAITLAND NSW 2320
Or email: accounts@heffron.com.au
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

