



Direct Debit Request Service Agreement

The meaning of words printed *like this* in this Direct Debit Request Service Agreement is explained in 8 below.

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*.
- 1.2 We will arrange for *your financial institution* to debit *your account* in accordance with the terms of *your GO Business MasterCard Conditions of Use*, with *your* minimum amount payable (as that term is defined in *your GO Business MasterCard Financial Table*).
- 1.3 If, a *debit payment* is due on a day:
 - (a) which is not contained in a particular month; or
 - (b) which is not a *business day*,then the *debit payment* will be made on the next *business day*. If you are uncertain as to when a *debit payment* will be processed, you should contact your *financial institution* for assistance.

2 Changes by us

- 2.1 We may vary any details of this *agreement* or the *direct debit request* at any time. We will give you notice in writing of any such change at least fourteen (14) days before the change takes effect.
- 2.2 We reserve the right to cancel the *direct debit request* if three consecutive drawings are dishonored by *your financial institution*, and to arrange with you an alternative payment method.

3 Changes by you

- 3.1 Subject to 3.2 below, you may alter the *direct debit request*.
- 3.2 If you wish to:
 - (a) stop a *debit payment*;
 - (b) alter a *direct debit request*; or
 - (c) cancel a *direct debit request*.you must notify us and *your financial institution*. If you first notify *your financial institution*, please promptly let us know.
- 3.3 We reserve the right to ask that instructions from you to stop or in any way alter the *direct debit request* be in a written form. *Your financial institution* may also request such instructions in writing.

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 we are liable to pay goods and services tax ("GST") on a supply made by us in connection with this *agreement*, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 4.5 It is *your* responsibility to advise us if the nominated *account* is transferred or closed, or the *account* details change.

5 Dispute

- 5.1 If you believe that there has been an error in debiting *your account*, you should notify us immediately and provide us with any documentation we require. We will investigate and deal promptly and in good faith with any query, claim or complaint. If *your* query, claim or complaint cannot be resolved to *your* satisfaction in that

call, we will inform you at the time of the length of time which we estimate the investigation will take.

- 5.2 If we conclude as a result of our investigations that *your account* has been incorrectly debited we will adjust *your account* (including interest and charges) accordingly by directly crediting *your account* or sending you a refund cheque at our discretion. We will also notify you of the adjustment either orally or in writing.
- 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

- 6.1 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) that *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* if you are uncertain about either of the above matters before completing 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;
 - (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim); or
 - (c) with *your* implied or express consent.

8 Definitions

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| <i>account</i> | means the <i>account</i> held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited. |
| <i>agreement</i> | means this Direct Debit Request Service Agreement between you and us. |
| <i>business day</i> | means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia. |
| <i>debit day</i> | means the day that payment by you to us is due. |
| <i>debit payment</i> | means a particular transaction where a debit is made |
| <i>direct debit request</i> | means the Direct Debit Request between us and you. |
| us or we | means GE Capital Finance Australia ABN 42 008 583 588 trading as GE Money and its successors and assigns. |
| you | means the person(s) who signs the <i>direct debit request</i> . |
| <i>your financial institution</i> | means the financial institution where you hold the <i>account</i> that you have authorised us to debit. |