

YOUR COPY



Breez Finance

Direct Debit
Service Agreement

PLEASE KEEP FOR YOUR RECORDS

Direct Debit Request Service Agreement

Definitions

account means the account held at *your financial institution* from which we are authorised to arrange for the 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 the 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*.

us or *we* means *Breez Management Services*, *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 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 payment falls on a non-working day or a public holiday, the payment will be processed on the next working day."

If *you* are unsure about which day *your account* has or will be debited *you* should ask Breez Management Services Pty Ltd.

2. Changes 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. Changes 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 (07) 3234 7444
- 3.2 If you wish to stop a *debit payment* you must notify us in writing at least two (2) working days before the next debit day. This notice should be given to us in writing in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us two (2) working days notice in writing before the next *debit day*. This notice should be given to us in the first instance.

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) a fee of \$35.00 per unpaid transaction will be charged 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. In the event of returned unpaid transactions, the following procedures will apply:
- . You will be notified by phone or mail.
 - . You will have 7 days to pay the amount.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should contact us directly on (07) 3234 7444 as soon as possible so that we can resolve your query.
- 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 account to be adjusted accordingly.
- 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 through BECS is available from *your account* as direct debiting through BECS is not available on all accounts offered by financial institutions. You should check with your financial institution before completing a *direct debit request*.
 - (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*.
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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).
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8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:

The Finance Department
C/- **Breez Management Services Pty Ltd**
GPO Box 2589
Brisbane Qld 4001
 - 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 two *business days* after it is posted.
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