



(Incorporating Global Info-Links Pty Ltd)

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## 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.

*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 Request (currently 31 March 2000) and concluding 12 calendar months from that date.

*Us* or *we* means *iTEL Community Telco Limited* and/or *Global Info-Links Pty Ltd* (user ID: 149412), 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 ask *your financial institution*.

### 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 (14) days' written notice.

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- 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 1300 650 980.
- 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 either notifying your financial institution or by giving *us* fourteen (14) 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 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 by *us*; and
  - (c) *you* must arrange for the *debit* payments 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 Global Info-Links 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 Global Info-Links Pty Ltd 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 1300 650 980 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.

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- 5. Dispute** continued
- 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 transactions 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).
- 8. Notice**
- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:
- iTEL Community Telco Limited  
PO Box 837, Ipswich Qld 4305
- 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.