

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

*Please ensure that you have read the following before sending in the Direct Debit Request.*

### 1. Debiting your account

- 1.1. By signing a Direct Debit Request, You have requested and authorised Us to arrange for money to be debited from Your nominated account according to this service agreement.
- 1.2. The debit will be processed from Your account after 14 July of each year (ie, 14 days after delivery of the documents and our invoice). A penalty fee may be incurred where the debit is returned unpaid. An invoice will be available via a password protected page on [www.dbalawyers.com.au/annual-update-service](http://www.dbalawyers.com.au/annual-update-service).
- 1.3. When the due date for payment falls on a day which is not a Business Day, the payment will be processed as soon as practicable thereafter. If You are uncertain as to when the debit will be processed to Your account, You should contact Your Financial Institution.
- 1.4. We will keep Your direct debit records and account details private unless this information is required by Us to investigate a claim made on it relating to an alleged incorrect or wrongful debit, or as otherwise required by law.
- 1.5. In the event of a debit returned unpaid, We may attempt to contact You to discuss payment arrangements and/or We may attempt a redraw on Your account.

### 2. Enquiries

- 2.1. If You believe that there has been an error in debiting Your account You should contact Us on (03) 9092 9400 or by email on [dba@dbalawyers.com.au](mailto:dba@dbalawyers.com.au) as soon as possible so that We can resolve Your query quickly.
- 2.2. If Our investigations show that Your account has been incorrectly debited We will arrange for Your Financial Institution to adjust Your account accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.
- 2.3. If Our investigations show that Your account has not been incorrectly debited, We will respond to Your query by providing You with reasons and copies of any evidence of this finding.
- 2.4. 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 You and Us. 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.

### 3. Changes by Us

We may vary any details in this agreement or a Direct Debit Request at any time by giving You at least 14 days written notice by email, post or fax.

### 4. Changes by You

- 4.1. You may cancel Your authority to debit Your account at any time by giving Us 10 Business Days' notice in writing, or by returning the Direct Debit Request Withdrawal form, before the next debit payment to be made. This notice should be given to Us in the first instance.
- 4.2. You may defer, alter or stop a payment at any time by giving Us 10 business days' notice in writing, or by returning the Direct Debit Request Withdrawal form, before the next debit payment to be made.
- 4.3. Please send your correspondence to us once completed.

### 5. Your responsibilities

- 5.1. It is Your responsibility to:

- check with the Financial Institution where Your account is held before completing the Direct Debit Request as Direct Debiting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. You should also complete Your account details (including Bank State Branch (BSB) number) directly off a recent account statement from Your Financial Institution;
- ensure that there are sufficient cleared funds available in Your nominated account to allow a debit payment to be made;
- ensure that the authorisation to debit the nominated account is in the same name as the account signing the instruction held by the Financial Institution where the account is held; and
- ensure that suitable arrangements are made if the Direct Debit is cancelled by Yourself, by Your nominated Financial Institution or for any other reason.

### 6. Interpretation

**6.1** In this agreement, unless there is something in the subject or context inconsistent with it:

- words importing any one gender shall include the other genders and words (including defined terms) importing the singular shall include the plural and vice versa;
- the obligations imposed and the benefits conferred under this agreement on each of the parties shall be binding upon and shall ensure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns;
- words importing persons shall be deemed to include all bodies and associations, whether corporate or unincorporated and vice versa;
- the headings in this agreement are for convenience and reference only and shall not be construed as affecting the meaning or interpretation of this agreement;
- **Annual Update Service, DBA, We, Our and Us** mean all the services provided on and via the websites located [www.smsf.com.au](http://www.smsf.com.au) and [www.dbalawyers.com.au](http://www.dbalawyers.com.au) and/or any website or websites as well as any other services or materials (included written, electronic, verbal or otherwise) received from any employee, officer, agent, contractor, associate or any other entity associated with or related to DBA Lawyers Pty Ltd;
- **Business Day** means any day apart from Saturday and Sunday, excluding public holidays and excluding any day or days when DBA Lawyers Pty Ltd is not open for business;
- **Customer, You, Your and Yourself** all mean all of those persons, or any applicable legal personal representative, listed on the account held by the listed Financial Institution and capable of signing this authority to have their Financial Institution debited by us for Our services;
- **Direct Debit** means the withdrawal of funds, as specified in this agreement for DBA's services, from the Financial Institution listed by You on a Direct Debit Request form;
- **Direct Debit Request** means the form that is identified as such on its face and provides for DBA Lawyers Pty Ltd to, as agreed, make Direct Debits from Your listed account, once off or periodically, for payment for services provided;
- **Direct Debit Request Withdrawal** means that form titled as such and that is available at [www.dbalawyers.com.au/annual-update-service](http://www.dbalawyers.com.au/annual-update-service) and that provides for the cancellation of DBA Lawyers Pty Ltd's ability to make Direct Debits from Your account;
- **Debit User** means DBA Lawyers Pty Ltd; and
- **Financial Institution** means that bank, or banking group, financial body or financial service provider as listed by the Customer on the Direct Debit Request or Direct Debit Request Withdrawal.