

## Direct Debit Request

### **EXSELL AUSTRALIA PTY LTD**

Unit 2 / 6 Wedgewood Road PO Box 5175 Hallam VIC 3803 | T: 03 9703 9500 | F: 03 9703 9598 | ABN: 65 146 728 323

**Request and Authority to Debit the account named below to pay**

**EXSELL AUSTRALIA PTY LTD**

Office Use | Account Name:

Account Code:

**Request and Authority**

**to debit**

Your Company name \_\_\_\_\_

ABN: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Your Name \_\_\_\_\_ Position \_\_\_\_\_

Your details as listed above "you" request and authorise **EXSELL AUSTRALIA PTY LTD** Debit user ID **400198** to arrange, through its own financial institution, a debit to your nominated account any amount **EXSELL AUSTRALIA PTY LTD** has deemed payable by you .

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

**Insert the name and address of financial institution at which account is held**

Financial Institution name \_\_\_\_\_

Branch/Address \_\_\_\_\_

**Insert details of account to be debited**

Name/s on account \_\_\_\_\_

BSB number (6 digits)   |\_|\_|\_|\_|\_|\_|

Account Number   |\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|

**Terms**

**Ethical Stock:** All invoices from the 25th of the month to the 24th of the following month are debited on the 7th of the month following next, for example all invoices from the 25th January to the 24th February are direct debited on the 7th April.

**Non-Ethical Stock:** Terms are 30 days from the end of the month/Statement date, All invoices from the 1st to the 31st of the month are direct debited on the 30th of the month following.

**Please Note:** All invoices issued on your Exsell Australia accounts will be direct debited as per the terms listed above. If the direct debit date falls on a weekend or a public holiday the direct debit will take place on the nearest working day prior.

**Acknowledgment**

By **signing and/or** providing us with a **valid instruction** in respect to *your* Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **EXSELL AUSTRALIA PTY LTD** as set out in the Request and in your Direct Debit Request Service Agreement (reverse of this page).

**Insert your name, signature, address and date**

Name \_\_\_\_\_  
(if signing for a company, sign and print full name and capacity for signing eg. Director)

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Direct Debit Request Service Agreement | Exsell Australia Pty Ltd

The following is your Direct Debit Service Agreement with **Exsell Australia Pty Ltd**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit agreement 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 authorized 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 direct debit is made
- **Direct debit request** means the direct debit request between *us* and *you*
- **Us or we** means **Exsell Australia Pty Ltd**, (the Debit User) *you* have authorized by signing a *Direct Debit Request*.
- **Your financial institution** means the financial institution nominated by *you* on the DDR at which the account is maintained.

### 1. Debiting your account

By signing a direct debit request, *you* have authorized *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 *you* and *us*.

*We* will only arrange for the funds to be debited from *your* account as authorized in the *Direct Debit Request*.

If *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 which day *your account* has or will be debited *you* should ask *your financial institution*

### 2. Amendments by us

*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

*You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least fourteen (14) days notification by writing to **Exsell Australia Pty Ltd** or by telephoning *us* on (03) 8545 7474 during business hours or arranging it through your own financial institution.

### 4. Your obligations

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*.

If there are insufficient clear funds in *your* account to allow 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*.

*You* should check *your account* statement to verify that the amounts debited from *your* account are correct.

If **Exsell Australia Pty Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with the *agreement*, then *you* agree to pay **Exsell Australia Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 5. Dispute

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on (03) 8795 7474 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve your query more quickly. Alternatively *you* can take it up with your financial institution direct.

If *we* conclude as a result of our investigation that *your* account has been incorrectly debited *we* will respond to your query by arranging 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.

If *we* conclude as a result of our investigation that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and evidence for this finding in writing.

### 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 (b) by financial institutions.

- (c) *Your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and

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

*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 unauthorized use, modification, reproduction or disclosure of that information.

*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

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Accounts Receivable, Exsell Australia Pty Ltd, PO Box 5175 Hallam Vic 3803**.

*We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.