

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **West Premium Funding Pty Ltd (WPF)**, ABN 52 008 983 720. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement 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 authorisation.

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.

Debit payment: means a particular transaction where a debit is made.

Direct debit request: means the written, verbal or online request between *us* and *you* to debit funds from your account.

Us or we: means West Premium Funding, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

You: means the customer who has signed or authorised by other means the *Direct Debit Request*.

Your financial institution: is the financial institution where you hold the account from which you have authorised us to arrange a debit.

1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *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*.

or

We will only arrange for funds to be debited from your *account* if *we* have sent to the email / address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

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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. Amendments 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 sent to the preferred email / address you have given us in the *Direct Debit Request*.

2.2 We reserve the right to cancel this agreement if the first debit from your account is returned unpaid or two or more debit attempts are returned unpaid by your financial institution

3. How to cancel or change direct debits

You can:

(a) Cancel or suspend the *Direct Debit Request*; or

(b) Change, stop or defer an individual debit payment

at any time by giving at least 7 business days' notice.

To do so, contact us at West Premium Funding, PO Box 160, Belmont WA 6984

or

by telephoning us on 08 9478 1933 during business hours;

You can also contact your own financial institution, which must act promptly on your instruction.

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.

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5. Dispute

5.1 If you believe that there has been an error in debiting *your account*, you should notify us directly on admin@westpremfunding.com.au or 08 9478 1933. Alternatively you can contact your financial institution for assistance.

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 within a reasonable period 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 in writing.

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) *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. Contacting each other

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

West Premium Funding, PO Box 160, Belmont WA 6984

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