# TELECHOICE

## DIRECT DEBIT POLICY

#### 1. Debiting your account

- 1.1. By signing a Direct Debit Request (DDRSA), you have authorised us to arrange for funds to be debited from your account. You should refer to the DDRSA 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 if we have sent a billing advice to the physical or email address, nominated by you for the supply of Services from TeleChoice as specified in the DDRSA. The billing advice will specify:
  - 1.2.1. the amount payable by you to us; and
  - 1.2.2. the due date for the funds transfer.
- 1.3. If the 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 about which day your account has or will be debited you should ask your financial institution.

#### 2. Changes to the Direct Debit Request

- 2.1. For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment you should:
  - 2.1.1. Contact TeleChoice Customer Service on 1300TELECHOICE (1300 835 324), and
  - 2.1.2. Allow for 3 working days for the amendments to take effect.
- 2.2. We may vary any details of this agreement or a Direct Debit request by providing you with at least fourteen (14) days written notice.
- 2.3. You may change the arrangements under a Direct Debit request, subject to clauses 2.2.1 & 2.2.2 by contacting us on 1300 835 324.
  - 2.3.1. If you wish to stop or defer a debit payment you must notify us in writing at least 3 working days before the next debit day. This notice should be given to us in the first instance.
  - 2.3.2. You may also cancel your authority for us to debit your account at any time by giving us three (3) days notice in writing before the next debit day. This notice should be given to us in the first instance.

#### 3. Your responsibilities in relation to the Direct Debit Request

- 3.1. It is your responsibility to ensure that:
  - 3.1.1. sufficient cleared funds are available in your account to allow a debit payment to be made in accordance with the Direct Debit Request;
  - 3.1.2. the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
  - 3.1.3. suitable arrangements are made if the direct debit is cancelled:

- by yourself
- by your financial institution; or
- for any other reason
- 3.1.4. you should check your statement to verify that the amounts debited from your account are correct;
- 3.1.5. If TeleChoice is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay TeleChoice on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 4. Your Account requirements

- 4.1. You should be aware that:
  - 4.1.1. direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
  - 4.1.2. You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.
- 4.2. You are responsible for ensuring your account is compatible with the Direct Debit Request requirements and any failure to process debits from your account will be subject to the Insufficient Funds Policy described at clause 5.

### 5. Insufficient Funds Policy

- 5.1. If there are insufficient funds in your account to meet a debit payment or in any other instance causing the return of unpaid transactions the following policies will apply:
  - 5.1.1. we treat the payment as if it was never made;
  - 5.1.2. services may be suspended until outstanding charges are paid; and/or
  - 5.1.3. a fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

### 6. Disputes

- 6.1. If you believe that there has been an error in debiting your account, you should notify us directly on 1300 835 324 and confirm that notice in writing with us as soon as possible.
- 6.2. 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 accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 6.3. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.
- 6.4. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

### 7. Your Details

7.1. All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law

#### 8. Notices

- 8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to: TeleChoice PO BOX 5161, South Melbourne, VIC 3205.
- 8.2. We will notify you by sending a notice by email or in the ordinary post to the billing address you have given us in relation to supply of the Services related to the Direct Debit Request.
- 8.3. Any notice will be deemed to have been received on the third banking day after posting.

#### 9. Definitions

9.1. Unless otherwise defined, a term defined in the Agreement has the same meaning when used in the Direct Debit Service Agreement (DDRSA) and:

**Account** means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

**Agreement** means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

**Direct Debit Request** means the Direct Debit Service Agreement between us and you as amended from time to time;

**Financial Institution** is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

We/Us means Business Service Brokers P/L (Trading As TeleChoice) and

You mean the Customer/s who signed the Direct Debit Request.