

Direct Debit Request Agreement

Request and Authority to debit the account named below to pay Imagatec Pty Ltd

I/We request and authorize; Imagatec Pty Ltd (Direct Debit User ID – 193153) to arrange **for any amount Imagatec Pty Ltd may debit or charge to be debited** from my/our nominated account at the financial institution shown below.

Your Details				
Name(s)				
Company Name		ABN		
Trading As (Storename)				
Address				
Suburb/City		State		Postcode

Details of Financial Institution and Your Account			
Financial Institution's Name (Bank)		Branch	
Name of Account to be Debited			
BSB		Account No.	

Commencement

Monthly Direct Debits: Initial and subsequent ongoing deductions will occur on the 21st day of each month

Acknowledgement

By signing this Direct Debit Request Agreement you acknowledge having read and understood the enclosed Terms and Conditions governing this agreement between you and Imagatec Pty Ltd.

Your Signature

If debiting from a company, sign and print full name and capacity for signing e.g. Director. If debiting from a joint bank account, both signatures are required.

Signature		Date	
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Imagatec Direct Debit Request Agreement Terms and Conditions

Our commitment to you

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Imagatec Pty Ltd (ABN: 72072451711, Direct Debit User ID: 193153) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

Definitions

Account – the account held at *your financial institution* from which we are authorized to arrange for funds to be debited.

Agreement – this Direct Debit Request Agreement between you and us.

Business day – a day other than a Saturday, Sunday or a Public Holiday listed throughout Australia.

Debit day – the day that payment by you to us is due.

Debit payment – a particular transaction where a debit is made.

Direct debit request – the Direct Debit Request Agreement between you and us.

Us or we – Imagatec Pty Ltd (ABN: 72072451711, Direct Debit User ID: 193153)

Your financial institution – the financial institution where you hold the *account* that you have authorized us to debit.

1. Initial Terms of Agreement and Drawing Arrangements

In terms of the *direct debit request*, made between you and us and signed by you, we undertake to periodically debit from your *account* for any and all goods or services provided to you by us.

We will only arrange for funds to be debited from your *account* if we have sent to the address nominated by you in the *direct debit request*, a billing advice (Tax Invoice) which specifies the amount payable by you to us and when it is due.

If any *debit payment* falls due on a non-*business day*, it will be debited from your *account* on the next *business day* following the scheduled *debit day*.

The first and any ongoing *debit payments* under this *direct debit request* will occur on the 21st day of the month for customers on monthly accounts and on a day of each week agreed between us and you for customers on weekly accounts.

2. Changes by us

We may vary any details of this *direct debit request* at any time by giving you at least fourteen (14) days written notice. This notice will state the reasons for the changes and may include new amounts, a variation to the frequency of *debit payments* or a change to the *debit day* and/or any other changes to the initial terms.

If you wish to discuss any changes we may make to these terms, please contact us on 1300 365 443 or in writing to the address specified in 8.1

3. Your Rights to make changes to this agreement

3.1 If you wish to stop or defer an individual *debit payment* you must notify us in writing at least 2 *business days* before the next *debit day*. This notice should be given to us rather than to your *financial institution*.

3.2 You may also cancel, suspend or alter the drawing date of the authority for us to debit your *account* at any time by giving us 14 days notice in writing before the next *debit day*. This notice should be given to us rather than to your *financial institution*.

3.3 If you need to advise us of changes to the *account* from which we are to debit, you must notify us in writing at least 2 *business days* before the next *debit day*. This notice should be given to us rather than to your *financial institution*.

4. Your Obligations

4.1 It is your responsibility to ensure that there are sufficient funds available in your *account* to allow a *debit payment* to be made in accordance with this *agreement*.

4.2 If there are insufficient funds in your *account* to meet the *debit payment*:

You may be charged a fee and/or interest by your *financial institution*;
You may also incur fees or charges imposed or incurred by us; and

You must arrange for the total 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.

You must notify us if your nominated *account* is transferred or closed.

If Imagatec Pty Ltd is liable to pay goods and services tax (GST) on a supply made by us in connection with this *agreement*, then you agree to pay us 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 365 443 rather than your *financial institution* and confirm that notice in writing with us as soon as possible so that we can resolve your query quickly.

If we conclude as a result of our investigations that your *account* has been incorrectly debited we will respond to your query by arranging with your *financial institution* to adjust your *account* (including interest and charges) accordingly. We will also notify you in writing of the amount which your *account* has been adjusted.

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.

5.4 Any queries you may have about an error made in debiting your *account* should be directed to us rather than to your *financial institution* so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you may 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.

6. Your account

6.1 You should check:

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.

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 this *agreement* if you have any queries about how to fill in 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 may have about you secure and to ensure that any of our employees or agents who have access to information about you do not make unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you;

To the extent specifically required by the law; or

For the purposes of this *agreement* to our financial institution to initiate the drawing from your nominated *account*. (including disclosing any information in connection with a 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 Imagatec Pty Ltd, PO Box 1099, Capalaba, QLD 4157

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.