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ABN: 72 072 451 711

# **Credit Card Request Agreement**

## Credit Card Authority to pay Imagatec Pty Ltd

Your Details						
Company Name			AE	BN		
Trading As (Storename)						
Address						
Suburb/City		State			Postcode	
Contact Name		E-mail				
Credit Card Details						
Credit Card Type	VISA / MASTERCARD (circle applicable type)					
Name on Card						
Credit Card Number						
Expiry Date			CCV			
Acknowledgeme By signing this Credit Car	nt ongoing credit card charges were the control of	ledge hav	ing read a	ınd un		
Name			Da	ate		
Signature						

### Imagatec Credit Card Request Agreement Terms and Conditions

#### Our commitment to you

This document outlines our service commitment to you, in respect of the Credit Card Request arrangements made between Imagatec Pty Ltd (ABN: 72 072 451 711) 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 credit card which *we* are authorized to arrange for funds to be charged.

**Agreement** – this Credit Card Request Agreement between you and *us*.

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

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

**Credit Card payment** – a particular transaction where a charge is made.

*Credit card request* – the Credit Card Request Agreement between you and *us*.

Us or we - Imagatec Pty Ltd (ABN: 72 072 451 711)

#### 1. Initial Terms of Agreement and Drawing Arrangements

In terms of the *credit card request*, made between you and *us* and signed by you, *we* undertake to periodically charge your *account* for any and all goods or services provided to you by *us*. *We* will only arrange for funds to be charged to your *account* if *we* have sent to the address nominated by you a billing advice (Tax Invoice) which specifies the amount payable by you to *us* and when it is due.

If any *payment* falls due on a non-business day, it will be charged to your account the next business day.

The first and any ongoing *payments* under this credit card *request* will occur on the 21<sup>st</sup> 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 credit card 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 payments or a change to the charge 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 ${\it agreement}$

- 3.1 If you wish to stop or defer an individual *payment* you must notify *us* in writing at least 2 *business days* before the next charge *day*.
- 3.2 You may also cancel, suspend or alter the drawing date of the authority for *us* to charge your *account* at any time by giving *us* 14 days notice in writing before the next *charge day*.
- 3.3 If you need to advise *us* of changes to the *account* from which *we* are to charge, you must notify *us* in writing at least 2 *business days* before the next charge *day*.

#### 4. Your Obligations

- 4.1 It is your responsibility to ensure that there are sufficient funds available in your *account* to allow a charge *payment* to be made in accordance with this *agreement*.
- 4.2 If there are insufficient funds in your *account* to meet the *charge 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  $\it us;$  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 *charge payment*. You should check your *account* statement to verify that the amounts charged to your *account* are correct.

You must notify *us* if your nominated *credit card* is changed or cancelled.

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 charging your *account*, you should notify *us* directly on 1300 365 443 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 charged we will respond to your query by arranging with you 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 charged 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 charging your account should be directed to us 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:

Your credit card *account* details which you have provided to *us* are correct by checking them against a recent *account* statement before completing this *agreement* if you have any queries about how to fill in the *credit card request*.

#### 7. Confidentiality

7.1 We will keep any information (including your account details) in your credit card 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

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.