

Membership
Number

Direct Debit Request



Date: / /20

Request and Authority to Debit the Account Named Below to Pay

Request and Authority to Debit

Surname or Company Name: _____

Given Names or ACN/ARBN: _____ ("you")

request and authorise The Capricornian Ltd to process any amount The Capricornian Ltd deems to debit or charge you through the Bulk Electronic Clearing System from an account held at the Financial Institution below subject to the terms and conditions of the Direct Debit Request Service Agreement and further instruction that may be provided below.

Name of Financial Institution That Holds the Account

Financial Institution Name: _____

Address: _____

Account Details to be Debited

Account Name: _____

BSB Number: -

Account Number:

Acknowledgement

By signing this Direct Debit Request you acknowledge having read this and understand the terms and conditions under which debit arrangements are made between you and The Capricornian Ltd as laid down in this Direct Debit Request and in your Direct Debit Request Service Agreement.

Optional Information – Debit Users Use Only

The maximum amount to be debited at any one time is: \$ _____ (amount in words)

or

The first debit may be made on ___/___/___ and at weekly/fortnightly/monthly/quarterly/half yearly intervals after that

or

Debits may be made fourteen days after the issue of a billing advice.

Signature and Address of Account Holder

Signature: _____
(If signing for an organisation, sign and print full name and capacity for signing e.g. Director, Partner etc.)

Address: _____

Date: / / Membership Number

Direct Debit Request Service Agreement



Definitions

Account means the account held at your financial institution from which we 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 Sunday or a national public holiday.

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 Direct Debit Request between you and us (and includes any form PD-C approved for use in the transitional period).

Transitional period means the period commencing on 31 March 2000 and concluding 12 calendar months from that date.

Us or we means The Capricornian Ltd you have authorised by signing a Direct Debit Request.

You means the customer who signed the Direct Debit Request.

Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

Debiting Your Account

By signing a Direct Debit Request 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

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 address nominated by you in the Direct Debit Request, a billing advice that specifies the amount payable by you to us and when it is due.

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.

Changes 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.

Changes By You

IF you wish to **stop** or **defer** a debit payment, you must notify us in writing at least THREE business days before the next debit day. This notice should be given to us in the first instance.

You may **cancel** your authority for us to debit your account at any time by giving us THREE business days notice in writing before the next debit day. This notice should be given to us in the first instance.

You may **change** the arrangement (but not stop, defer or cancel) under a Direct Debit Request by telephoning us on 07 4931 4900

Your Obligations

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.

If there are insufficient funds in your account to meet a 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 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 The Capricornian Ltd is liable to pay goods and services tax (GST) on a supply made by The Capricornian Ltd in connection with this Agreement, then you agree to pay The Capricornian Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Direct Debit Request Service Agreement



Disputes

If you believe that there has been an error in debiting your account, you should notify us directly on 07 4931 4900 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

If we conclude, as a result of our investigations, that your account has been incorrectly debited we will request 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 investigations that your account has not been incorrectly debited we will provide you with reasons and any evidence for this finding.

Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between you and us. If we cannot resolve the matter you can 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.

Accounts

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 the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

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 unauthorised use, modification reproduction or disclosure of that information.

We will only disclose information that we have about you:

- to the extent specifically required by law, or
- for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Notice

If you wish to notify us in writing about anything relating to this Agreement you should write to The Capricornian Ltd, PO Box 1135 Rockhampton Queensland 4700.

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 two business days after it is posted.