



Credit Card Direct Debit Request Service Agreement

ATF Services Pty Limited
PO Box 47
Concord NSW 2137

Contact: accounts@atfservices.com.au
02 8860 8150

This is your Credit Card Direct Debit Service Agreement with ATF Services Pty Limited, ABN 54 060 402 048. It explains what your obligations are when undertaking a Credit Card Direct Debit arrangement with us. It also details what our obligations are to you as your Credit Card Direct Debit provider.

Please keep this agreement for future reference. It forms the terms and conditions of your Credit Card Direct Debit Request

Definitions

account means the credit card account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

agreement means this Credit Card Direct Debit Request Service Agreement between *you* and *us*.

banking 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 Credit Card Direct Debit Request between *us* and *you*.

us or **we** means ATF Services Pty Ltd, (the Debit User) *you* have authorised by requesting a *Credit Card Direct Debit Request*.

you means the customer who has provided us with credit card details.

your financial institution means the financial institution nominated by *you* on the DDR at which the *credit card account* is maintained.

1. Debiting your account

- 1.1. By providing *us* with a valid instruction and credit card details, *you* have authorised *us* to arrange for funds to be debited from *your credit card account*. *You* should refer to 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 credit card account* as provided by *you* to *us*.

Or

We will only arrange for funds to be debited from *your credit card account* if *we* have sent to the address nominated by *you*, an invoice which specifies the amount payable by *you* to *us* and when it is due.

- 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. Amendments by us

- 2.1. *We* may vary any details of this *agreement* at any time by giving *you* at least fourteen (14) days written notice.

Policy:	Credit Card Direct Debit Request Service Agreement v4	Date Issued:	01/09/2015
Section:	Finance - Accounts Receivable	Number:	F-AR 4.005
Approved by:	Chief Financial Officer	Next Review Date:	01/07/2017
		Content Owner:	National Credit Manager



3. Amendments by you

3.1. You may change, stop or defer a credit card payment, or terminate this agreement by providing us with at least fourteen (14) **days** notification by contacting us:

Post: Direct Debits,
ATF Services Pty Ltd,
PO Box 47
Concord NSW 2137

Email: accounts@atfservices.com.au

or

by telephoning us on 02 8860 8150 during business hours;

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to ‘change’, your financial institution may ‘change’ your credit card debit payment only to the extent of advising us ATF Services Pty Ltd of your new account details.

4. Your obligations

4.1. It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *payment* to be made.

4.2. If there are insufficient clear funds in *your account* to meet a credit card *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 credit card *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 *payment*

4.3. *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

5. Dispute

5.1. If you believe that there has been an error in debiting *your credit card*, *you* should notify us directly by emailing accounts@atfservices.com.au or by phoning 02 8860 8150 and confirm this in writing with us as soon as possible so that we can resolve your query quickly. Alternatively you can take the matter up directly with your financial institution.

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 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 of the finding in writing.

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6. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your credit card 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

7. Confidentiality

- 7.1. We will keep any information including *your account* details 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. Notice

- 8.1. If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to ATF Services Pty Ltd by email: accounts@atfservices.com.au or post: Attn: Direct Debits, ATF Services Pty Ltd, PO Box 47 Concord NSW 2137
- 8.2. We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us*.
- 8.3. Any notice will be deemed to have been received on the third *banking day* after posting.

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