

## Direct Debit Request –

To: L.H. Perry & Sons Pty Ltd

I / we request that money due in terms of the repayment arrangement contained in the Client Service Agreement made between ourselves on \_\_\_\_\_, be drawn under the Direct Debit System from my/our account conducted with

Bank: \_\_\_\_\_

**Account details are:**

BSB: \_\_\_\_\_ Account No: \_\_\_\_\_

Account Name: \_\_\_\_\_

I/we acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement received from:

**Name:** L.H. Perry & Sons Pty Ltd

**Debit User ID number:** 624643

**Signature 1:** \_\_\_\_\_

**Signature 2:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

# Direct Debit Client Service Agreement

## Definitions:

**Account** means the account listed on the Direct Debit Form.

**Agreement** means this Client Services Agreement made between You and Us.

**Debit Day** is the day the Direct Debit is taken from your Account by Us.

**Direct Debit** means the drawing by Us from Your Account for a particular transaction where a debit is made.

**Financial Institution** means the financial institution where You hold the Account that You have authorised Us to arrange the Direct Debit from.

**Us or We** means L.H. Perry & Sons Pty Ltd ACN 622 813 923.

**You or Your** means the Applicant as set out in the Application or the customer who signed the Direct Debit Request.

## Drawing arrangements:

1. By signing and executing the Direct Debit Form You have authorised Us to arrange for the Direct Debit on the Debit Day from the Account.
2. We will only arrange for funds to be debited from your account if LHP has sent to the email address nominated by you an invoice which specifies the amount payable by you to LHP and when it is due.
3. We will keep all information pertaining to Your Account private and 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 the information.
4. We may vary any details of this Agreement at any time by giving You at least thirty (30) days written notice.

## Your rights:

5. You may terminate or stop payment of the Direct Debit authorised pursuant to this Agreement at any time by giving written notice to Us. Such notice should be received by Us at least ten (10) business days prior to the due date for a Direct Debit to enable alternative payment arrangements to be made.
6. You may request change to the Direct Debit amount and/or frequency of the drawings under this Agreement by contacting Us and advising Us of Your requirements at least ten (10) business days prior to the due date for a Direct Debit.

## Your responsibilities:

7. It is Your responsibility to:
  - ensure that sufficient funds are available in the Account to meet a drawing of the Direct Debit on the Debit Day.
  - ensure that the authorisation given to draw on the Account is identical to the Account signing instruction held by the Financial Institution.
  - ensure Your Account details provided on the Direct Debit Form provided by You to Us is correct by checking them against a recent Account statement.
  - advise Us if the Account nominated by You to receive the drawings under this Agreement is closed or transferred.
  - check that direct debiting is available from Your Financial Institution and Your Account.

- pay all fees and charges incurred due to a drawing being returned unpaid by Your nominated Financial Institution.
- arrange for the Direct Debit payment to be made by another method or arrange for sufficient funds to be in Your Account by an agreed time if there are insufficient funds in your Account to meet a Direct Debit payment so that We can process the Direct Debit.

8. You should check Your Account statement to verify that the amounts debited from Your Account are correct.
9. Additional terms and conditions relating to the Direct Debit are contained in our Terms and Conditions.

**Dispute:**

10. If You believe that there has been an error in the Direct Debit from Your Account, You should notify Us directly by contacting admin@perrys.com.au (phone 08 8636 2274).
11. 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.
12. 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 a written explanation and evidence (if any) for this finding.
13. 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 Us and You. 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.

Please confirm Your understanding of the above by signing below and return this agreement with your Application and Direct Debit Form.

**EXECUTED BY THE APPLICANT**

Name \_\_\_\_\_ Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_