

# **Direct Debit Request and Authority Form**

Request and Authority to debit the account named below to pay

SAGE SOFTWARE AUSTRALIA PTY LIMITED APCA ID 069316

Request and Authority to debits	Entity Name	
	First name, last name	
	ABN/ARBN	"you"
	request and authorise Sage Software Australia Pty Limited to arrange, through its own financial institution, a debit to your nominated account any amount Sage Software Australia Pty Limited has deemed payable by you.	
	Customer Reference	
	Periodic Amount/Type of payment Frequency	OR Agreed Invoice amount
		(Tick if applicable)
	This debit or charge will be made though the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.	
Insert the name and		
address of financial institution at which your account is held	Address	
Insert details of account to be	Name/s on account	
debited	BSB number (Must be 6 digits) — — — — — — — — — — — — — — — — — — —	
	Account number	
Acknowledgement	By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing debit arrangements between you and Sage Software Australia Pty Limited as set out in this Request and in your Direct Debit Request Service Agreement.	
Insert your signature	Signature	Date
	Name	Position
	(if signing for a company, sign and print full name and capacity for signing eg. Director )	
Second account signatory (if required)	Signature	Date
	Name	Position
	(if signing for a company, sign and print full name and capacity for signing eg. Director )	

## **Direct Debit Request Service Agreement**

This is your Direct Debit Service Agreement with **Sage Software Australia Pty Limited, ABN 40 071 007 326**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

#### **Definitions**

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

 $\mbox{\it agreement}$  means this 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 Direct Debit Request between us and you.

**us** or **we** means **Sage Software Australia Pty Limited**, (the Debit User) **you** have authorised by requesting a *Direct Debit Request*.

**you** means the customer who has signed or authorised by other means the *Direct Debit Request*.

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

#### 1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *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*.

1.2 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 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 or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

#### 3. Amendments by you

3.1 You may change\*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least **30 days** notification by writing to:

Accounts Receivable, Sage Software Australia Pty Limited, PO Box 1281 Innaloo WA 6918

#### or

by telephoning us on (08) 9245 0611 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 debit payment only to the extent of advising us

Sage Software Australia Pty Limited 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 *debit payment* to be made in accordance with the *Direct Debit Request*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit* 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 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.

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

#### 5. Disputes

5.1 If you believe there has been an error in debiting your account, you should notify us directly on (08) 9245 0611 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it 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 for this finding in writing.

#### 6. Accounts

You should check:

a) with your financial institution whether direct debiting is available from your account as direct debiting is not available through BECS 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

c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete 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 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:

### Accounts Receivable, Sage Software Australia Pty Limited, PO Box 1281 Innaloo WA 6918

8.2 We may send notices either electronically to your email address or by 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 emailing or posting.