

## Terms and Conditions

### The DebitSuccess Contract – Terms and Conditions.

#### 1. Introduction

This document outlines the rights and responsibilities you have with regard to the ability of Debitsuccess to directly debit your nominated bank account or credit card for any instalments or payments due by you under the terms and conditions of this Contract. All communication relating to this Contract are to be sent directly to Debitsuccess. All queries regarding the provision of the Services should be directed to the Facility.

#### 2. Definitions

In this Contract, the words and phrases referred to below are defined as follows:

“Commencement Date” means the date that the Facility provides the Services to the Customer or such other date as agreed by the Facility and the Customer.

“Contract” means these terms and conditions together with the conditions of instruction to accept direct debits.

“Customer” or “you” means the person or party signing this Contract.

“Debitsuccess” means Debitsuccess Pty Limited, a company incorporated in Australia – Phone: 1800 148 848, Email: customerservice@debitsuccess.com, Postal address: P.O. Box 577, Mt. Waverley, Victoria 3149.

“Facility” means the organisation providing the Services and/or its franchisees, as applicable.

“Facility Membership Agreement” means any terms, conditions and contractual agreements made between the Facility and the Customer.

“Services” means the services to be provided by the Facility pursuant to which this Contract relates. For the purposes of this Contract, “Services” means an entitlement to use the Services provided by the Facility and does not mean the “actual” use of the Services.

#### 3. Term

This Contract will commence on the Commencement Date and will continue until all instalments and payments due have been paid in full, unless terminated earlier in accordance with clause 4.

#### 4. Early termination

This Contract may be terminated at any time with the agreement of the Facility. The Customer shall not consider that this Contract has been terminated until such time as termination is confirmed in writing to the Customer by Debitsuccess and/or the Facility to the last address of the Customer that Debitsuccess has on record. Termination of this Contract will also terminate the instruction to accept direct debits.

#### 5. Further customer agreements

The Customer agrees that:

- **Change in Facility details** – the Customer’s obligations under this Contract are not affected by a reasonable change in the normal location where the Services are ordinarily provided, a reasonable change in the location of the Facility’s premises, a change in the ownership of the Facility, or a change in the name of the Facility; and
- **Rights conditional** – the Customer’s rights to the Services are conditional upon he or she:
  - complying with any rules and conditions of the Facility relating to the Services; and
  - making any payments required under this Contract when due.

## **6. Payments**

As consideration for receipt of the Services, the Customer agrees to pay the instalment amount at the agreed payment frequency for the term of this Contract. The Customer may alter the payment frequency and/or day to debit by requesting a change with Debitsuccess. However, any changes shall not affect the total amount of money the Customer would otherwise be required to pay. Should there be any payments in arrears, the Customer authorises Debitsuccess to debit the outstanding balance in order to bring the account up to date.

## **7. Administration Fee**

A one-off fee of \$5.00 is payable to Debitsuccess by the Customer on signing this Contract. The Customer authorises Debitsuccess to add any fees owing under this clause, to the initial instalment to be paid by the Customer (as a separate payment or otherwise) or to such other instalments as Debitsuccess may, at its sole discretion, decide.

## **8. Late Payment Fee**

A late payment fee of \$10.00 is payable by the Customer to Debitsuccess for each reversal of a payment initiated by Debitsuccess in accordance with this Contract. The Customer authorises Debitsuccess to add any fees owing under this clause to any future instalments paid by the Customer (as a separate payment or otherwise).

## **9. Privacy**

The Customer acknowledges that:

- Debitsuccess is entitled to store his or her personal information (whether received from the Customer, the Facility or otherwise) on its systems, and use it for the purposes of administering this Contract, providing its products and services, or offering alternative products and services;
- he or she has rights of access to, and correction of, his or her information under the Privacy Act 1988 (Cth); and
- Debitsuccess (or the Facility) may contact the Customer for any purpose related to the provision of its products and services.

## **10. Liability**

The Customer agrees that, to the extent permitted by law, neither the Facility, Debitsuccess or any of their related companies, directors or employees will be liable for any direct, indirect, or consequential injury, loss or damage to the Customer, or to the property of the Customer whatsoever, arising out of or in relation to this Contract.

## **11. Debt Collection Action**

The Customer:

- authorises the Debitsuccess to notify any debt collection or credit reporting agency upon default by the Customer in regard to any obligation to pay under this Contract;
- agrees to immediately pay the full outstanding balance of the remainder of the payments due, including any current arrears, should a default occur prior to this Contract terminating;
- authorises Debitsuccess to add \$50 to the outstanding debt as its fee for dealing with the default; and
- agrees to pay any and all costs incurred as a result of debt collection including the commission, fees and costs charged by any debt collection agency (approximately 25% of the outstanding debt).

## **12. Contracts Privity**

The Customer acknowledges that Debitsuccess has been contracted by the Facility to collect the instalments due under this Contract and the Customer acknowledges that all rights of the Facility pursuant to this Contract are able to be enforced by Debitsuccess as if it were the Facility, without any involvement on the part of the Facility or the consent of the Customer.

## **13. Entire Agreement**

This Contract and the Facility Membership Agreement (as applicable) constitutes the entire agreement, understanding and arrangement (express and implied) between the Customer, the Facility and Debitsuccess relating to the subject matter of this Contract, and supersedes and cancels any previous agreement, understanding and arrangement relating to the subject matter of these arrangements whether written or oral. In the event of any inconsistency between the terms of this Contract and the Facility Membership Agreement that specifically relate to the rights and obligations of the Facility (other than any right to unilaterally vary fees payable), the terms of the Facility Membership Agreement shall prevail.

## **14. Severability**

If any provision of this Contract is prohibited, invalid or unenforceable, that provision will be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of that provision, unless it materially alters the nature or material terms of this Contract.

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## **TERMS AND CONDITIONS OF THE DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT**

### **1. INITIAL TERMS**

Debitsuccess will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the Debitsuccess DDR Contract, authorised and accepted by you.

### **2. CHANGE OF TERMS**

In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days' notice of the changes including if applicable the new amount, new frequency and next debit date.

### **3. DEFERRING OR STOPPING A PAYMENT**

Should you wish to defer a payment to another date you must contact Debitsuccess before the date of that payment to request the deferment. Deferments are entirely at the discretion of Debitsuccess and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become overdue

#### **4. ALTERING THE SCHEDULE**

Should you wish to alter the payment frequency or Day to Debit, contact Debitsuccess and we, at our discretion, may be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting Debitsuccess on 1-800 148 848). Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.

#### **5. SUSPENDING THE PAYMENTS**

Suspension of payments may be possible under the terms of your Facility Membership Agreement. Payments may be suspended for a minimum of 2 weeks at a time so long as the total time suspended within the minimum term does not exceed 6 weeks. In order to suspend payments you should contact Debitsuccess at least 3 days prior to the date of the first suspended payment. There is a charge of \$5.00 per week while the contract is suspended unless a different fee is specified on the front of this Contract. Any time spent on suspension will be added onto the minimum term of the Contract so that the sum of the instalments payable for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

#### **6. CANCELLING THE PAYMENTS**

You can cancel this Direct Debit Request Authority by requesting this of Debitsuccess or your bank. Cancellation of the authority to debit your account will not terminate this contract or remove your liability to make the payments you have agreed to.

#### **7. DISPUTES**

If you dispute any debit payment, you must notify Debitsuccess immediately. Debitsuccess will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

## **8. NON WORKING DAY**

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

## **9. DISHONoured PAYMENTS**

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured, Debitsuccess will debit the amount indicated on the front of this Contract with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. Debitsuccess may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract.

## **10. ENQUIRIES**

All enquiries should be directed to Debitsuccess and should be made at least 1 working day prior to the next scheduled debit date.

## **11. YOUR OTHER RESPONSIBILITIES**

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide Debitsuccess with a new account number.