



Direct Debit Request Service Agreement

The Terms and Conditions of the Direct Debit Request Service Agreement (“**Agreement**”) are between Superloop Broadband Pty Ltd (Debit User ID No. 642434 and ABN 31 125 849 621) (“**The Debit User**”) and the person or persons (“**Customer**”) who complete/s and provide/s the Debit User a Direct Debit Request. The Customer’s Direct Debit Request is completed by agreeing to the terms and conditions set out below by checking the box on the on-line service application to facilitate the direct debit by the Debit User of the Customer’s nominated account. The Agreement is entered into by the Debit User’s acceptance of the Customer’s Direct Debit Request, whereby acceptance occurs by the Debit User’s first debit of the Customer’s nominated account, in accordance with the Direct Debit Request.

Definitions

Account means the account held at Your Financial Institution from which We are authorised for funds to be debited.

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.

Customer means the person or persons who complete/s and provide/s the Debit User a Direct Debit Request.

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 written, verbal or online request between Us and You to debit funds from your account.

Us or We means Superloop Broadband Pty Ltd, (the Debit User) which You have authorised by requesting a Direct Debit Request.

You or Your means the Customer who has authorised the Direct Debit Request.

Financial Institution means the financial institution at which you hold the Account that you have authorised us to debit.

Debit Request is capable of accepting direct debits. If uncertain, You must check with Your Financial Institution before completing the Direct Debit Request.

Terms Of Agreement

1. We may change the terms of the debit arrangement as outlined in the Direct Debit Request or cancel the arrangement and terminate the Agreement, by providing You with 14 days’ notice.
2. By submitting a Direct Debit Request, You have authorised Us to arrange for funds to be debited from Your Account. The Direct Debit Request and this Agreement set out the terms of the arrangement between Us and You.
3. We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request.
4. 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 previous Banking Day. If You are unsure about which day Your Account has or will be debited, You should ask Your Financial Institution.
5. You must ensure that the Account nominated in the Direct Debit Request is capable of accepting direct debits. If uncertain, You must check with Your Financial Institution before completing the Direct Debit Request.
6. You should check your account details which you have provided to us are correct by checking them against a recent account statement.
7. You should check with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
8. You may defer, suspend or alter the drawing schedule either by cancelling the Direct Debit Request and completing and providing a new Direct Debit Request or by making alternative prior arrangements as agreed between Us and You. A minimum of 14 days’ written notice is required to defer, suspend or alter the drawing schedule.
9. You may stop individual debits or cancel the Direct Debit Request by completing and providing Us with notice in writing in a form approved by Us. In such cases You must make other arrangements to pay the amount due.
10. If You have a dispute relating to your Debit Payment the following dispute resolution process will apply:
 - You must first approach Us to seek to resolve the disputed debit.
 - All approaches to Us will be made either in writing to the address nominated in Clause 18 or by calling the phone number nominated in Clause 19 of this Agreement.
 - We will attempt to resolve the dispute directly with You.
 - If You are not satisfied that the dispute has been resolved satisfactorily, You may lodge a claim with Your Financial Institution.
11. You must ensure that on the Debit Day, or on the date determined by Clause 4 where applicable, the nominated Account contains sufficient funds to enable the debit to be made.

12. If any debit is dishonoured, We may cancel the direct debit arrangement and terminate the Agreement immediately by notice in writing to You. This may incur a charge to You, a dishonour fee equal to the total of all charges in respect of the dishonour. Any such charge shall be a debt due and payable by You.
13. If for any reason We are not able to debit Your Account in accordance with the Direct Debit Request, You must make other arrangements to pay the amount due.
14. You should check your account statement to verify that the amounts debited from your account are correct.
15. We will keep confidential any account details contained in the Direct Debit Request, and any information relating to Your Account obtained in the course of the direct debit arrangement. Notwithstanding this, such details and information may be used for the purposes of making debits in accordance with the Direct Debit Request and for the purposes of responding to a request for justification of a disputed debit pursuant to the dispute resolution procedure set out above.
16. You must in the first instance direct all enquiries, including stops or cancellations, to Us.
17. Any written notice pursuant to this Agreement, must be forwarded to the address specified in Clause 18 of the Agreement, or such other address as may be notified from time to time as the address for service of notices for the purposes of the direct debit arrangement.
18. Address for notification:
Superloop Broadband
Accounts
Superloop Broadband Pty Ltd
Level 9, 12 Shelley St, Sydney
NSW 2000
19. Telephone number for notification:
1800578737