

## Direct Debit Request

**Important: please return original form**

New Request     Amendment Request    
 StrataPay Reference Number **1004 9142 5**   
 Talkco Account Number

Request to debit the account named below to pay  
**Strata Pay Pty Ltd - Trust Fund Account**

Surname or Company Name: \_\_\_\_\_  
 Given names or ABN: \_\_\_\_\_ ("you")  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Suburb: \_\_\_\_\_ State: \_\_\_\_\_ PostCode:   
 Contact No.: \_\_\_\_\_ Email: \_\_\_\_\_

I/We request that moneys due in terms of the payment arrangements covered by this document be drawn by **StrataPay Pty Ltd** (User ID 056118) under the Direct Debiting System from my/our account detailed below. By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and **StrataPay Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

**PROCEEDS TO BE DISPERSED TO THE FOLLOWING BILLER**

**Name of Biller:** talkCo Pty Ltd - ABN 36 359 563    Please enter in the last 7 digits of your BPay ref. in your Talkco Account Number

**Recurring Debits (Day of the month must be between 1st and the 28th)**

Debits may be made on the due date for any amount outstanding as specified by your biller on the account attached to the above StrataPay Reference Number, together with any service charges that may apply subject to the availability of this data.

**PLEASE SELECT EITHER OPTION 1 OR 2 BELOW**

**OPTION 1 - DIRECT DEBIT FROM BANK, BUILDING SOCIETY OR CREDIT UNION ACCOUNT**

Financial institution name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name of Account: \_\_\_\_\_  
 BSB Number:  -     Account Number:   
 Account Holder Signature/s \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**OPTION 2 - PLEASE DEBIT MY CREDIT CARD INDICATED BELOW**

Visa     MasterCard     American Express     Diners   
 Card Number:   
 Name of Cardholder: \_\_\_\_\_ Expiry Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Cardholder Signature: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**IDENTIFICATION QUESTION**

**Secret Question:** e.g. What is my mothers Maiden Name   
**Answer:** e.g Smith

## DIRECT DEBIT REQUEST – SERVICE AGREEMENT

- Definitions**
- account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
  - agreement means this Direct Debit Request Service Agreement between you and us.
  - business 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
  - funds means any amount held on behalf of you by your financial institution from which **StrataPay** may debit amounts.
  - payment service means the provision of payment options facility through **StrataPay** via its internet sites, by telephone or mail or its agents.
  - us or we means **StrataPay Pty Ltd** (User ID: 056118) you have authorised by signing a direct debit request.
  - you means the customer who signed the direct debit request.
  - your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

### 1. Debiting your account

- 1.1 By signing a direct debit request, 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.
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should contact **StrataPay**.

### 2. Changes by us

- 2.1 We will not vary any details of this agreement or a direct debit request without giving you at least seven (7) days written notice.

### 3. Changes by you

- 3.1 If you wish to change the arrangements under a direct debit request you must notify us in writing at least seven (7) days before the change is to be effective.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least seven (7) days before the next debit day. This notice should be given to us in the first instance.

### 4. Your obligations

- 4.1 It is your responsibility to ensure that:
  - (a) to ensure the DDR is signed in terms of account signing authority (ie: joint accounts);
  - (b) to ensure **StrataPay** is advised if your account is transferred or closed;
  - (c) to arrange a suitable alternative payment arrangement if the DDR is cancelled;
  - (d) 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
- 4.4 If **StrataPay Pty Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay **StrataPay Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 5. Cancellation

- 5.1 You may cancel your authority for us to debit your account at any time by giving us seven (7) days notice in writing using the Direct Debit Cancellation Request Form before the next debit day. The form is available at <http://www.stratapay.com.au/assets/forms/spcanceleddr.pdf>. This notice should be given to us in the first instance.
- 5.2 **StrataPay** can decide at its discretion to cancel this DDR should the dishonour history warrant.
- 5.3 Your Biller can cancel this DDR at any time and we will advise you if this occurs.

### 6. Dispute

- 6.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 135 610 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 6.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by passing an adjustment to your account (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 6.3 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.
- 6.4 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 refer it to your financial institution.

### 7. Accounts

You should check:

- (a) with your financial institution whether direct debiting is available from your 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
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

### 8. Confidentiality

- 8.1 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.
- 8.2 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).
- 8.3 We will collect, use and disclose any personal information in accordance with **StrataPay's** privacy policy which is available upon request from you to **StrataPay**.

### 9. Notice

- 9.1 If you wish to notify us in writing about anything relating to this agreement, you should write to **StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL, 9726**
- 9.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 9.3 Any notice will be deemed to have been received two business days after it is posted.

### 10. Indemnity

By signing the direct debit request you hereby indemnify **StrataPay** and acknowledge that **StrataPay** will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of:

- (a) loss of funds, delay and/or unavailability of payment services by **StrataPay**;
- (b) the inaccuracy, inadequacy or incompleteness of the information contained on the **StrataPay** internet site or any of its printed material;
- (c) a breach of this agreement by you including any act, neglect or default by you
- (d) any successful claim by any third party against **StrataPay** in respect of any matter arising from the operation, use, transfer of data or monies to and from **StrataPay** and/or **StrataPay** by you; or
- (e) your conduct in general.

- 11. **General** This agreement is governed by the law of Queensland. You may not assign your rights or obligations under this agreement without the written agreement of **StrataPay**. If any part of this agreement is unenforceable, the remainder will not be affected.

### 12. Contact Information

You can contact **StrataPay Pty Ltd** through the following channels:

**Mail:** StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL QLD 9726    **Email:** payments@stratapay.com.au    **Facsimile:** 07 5575 7433    **Telephone:** 1300 135 610