



Once Off - Credit Card / Direct Debit Request Form

Request and Authority to debit the account named below to pay Bill Buddy Pty Ltd

Customer Reference Number : _____

Tenants Full Name:

Tenants Address:

Request and authorise Bill Buddy Pty Ltd (the User)(User ID number 320813) to arrange for any amount Bill Buddy Pty Ltd or PayMyRent.com.au may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Service Agreement [and any further instructions provided below].

Once Off Transaction Details:

Payment Date: ____ / ____ / 20____ *(Bank Debit will take 3-4 business days for confirmation)*

Amount: \$ ____ , ____ . ____

Select Payment Method:

- Please Tick

- Fees

Once-off Bank Debit

\$0.99 per transaction

Once-off Credit Card

\$1.49 per transaction plus Bank fee of **2.20%** of transaction amount for Visa & Mastercard; or **4.40%** for Amex & Diners

Debiting of a Bank Account: *(Must be Australian Bank Account)*

Name of account holder: _____

BSB number: ____ - ____ (Note: Most Online Saving Acc. will not debit)

Account number: _____

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Bill Buddy Pty Ltd as set out in this Request and in your Direct Debit Request Service Arrangement. Further you expressly authorise Bill Buddy Pty Ltd to draw any fees under clause 10 of the Direct Debit Request Service Agreement from the account nominated in this form. By signing below, I confirm the information above is true and correct and understand that a **transaction fee of \$0.99** is added on to the transaction amount.

Debiting a Credit Card:

Name on card: _____

Card number: _____

Expire date: ____ / 20____ CCV: ____ (last 3 digits on the back of the card)

Card Type: *(Please Tick)*

Mastercard

Visa

Amex

Diners

****Please note that any credit card transactions will appear on your statement as "Bill Buddy"*****

Acknowledgement

By completing this credit card authorisation, I hereby authorise the debit of my credit card for the amount stated on this form. By signing below, I confirm the information above is true and correct and understand that a **transaction fee of \$1.49 and 2.20% Bank Fee / Creditor Provider fee** is added on to the transaction amount on the Visa & Mastercard or **4.4%** for Amex & Diners. I understand that any credit card transactions will appear on my statement as "Bill Buddy". For more information please call **1300 742 000**

Signature of All Account/Card Holders

Signature: _____ **Date** ____ / ____ / 20____

Phone:

Email:

TERMS AND CONDITIONS FOR THE TENANT

1. **Explanation**
- 1.1 These Terms and Conditions, and the enclosed Direct Debit Request, set out how Bill Buddy Pty Ltd ABN 31 106 055 181 (trading as PayMyRent.com.au) (User ID 320813) will debit Your Account and transmit funds to the Property Manager to pay Your rent. They set out your rights and responsibilities, as well as how We will conduct Your PayMyRent.com.au account.
2. **Definitions**
 - **Account** means the transactional account with a bank, building society, building society, credit card provider or other authorised entity that You have nominated.
 - **Agreement** means the Agreement between You and Us, being the Direct Debit Request and these Terms and Conditions.
 - **Direct Debit Request ("DDR")** means the Direct Debit Request form signed by You.
 - **Fees and Charges** means the amounts payable under clause 8 of these Terms and Conditions.
 - **Financial Institution** is the entity at which the Account is kept.
 - **Pay-By-Phone** means a Payment made using the telephonic payment facilities accessed by calling 1300 853 766.
 - **Payment** means a debit transaction made from Your nominated Account using one of Our systems; usually either to pay the Property Manager or a Fee and Charge.
 - **Payment Day** means any day that a Payment is to be made from Your Account. If the Payment Day is not a day on which DDRs can be processed, then the next available day on which they can be processed will become that particular Payment Day.
 - **Property Manager** is the entity to whom Your rental payments are remitted, usually the real estate agent who arranged Your tenancy.
 - **Us and We and Our** means Bill Buddy Pty Ltd ABN 31 106 055 181 (trading as PayMyRent.com.au), the company that You have authorised to access Your Account to process Payments on Your behalf.
 - **Webpay** means a payment made using PayMyRent.com.au's user driven online payment system termed "PayMyRent Online Now" at www.paymyrent.com.au.
 - **You and Your** means the person(s) who signed the Direct Debit Request.
3. **Important note**
 - 3.1 Please check with Your Financial Institution that DDR is available from Your Account through the Bulk Electronic Clearing System. Not all financial institutions or accounts allow DDR operation.
 - 3.2 Check that all details specified in the DDR are correct, especially with respect to Your Account.
 - 3.3 Ensure that all necessary signatures for the Account are on the DDR form.
 - 3.4 **It is Your responsibility to ensure that You have sufficient clear funds in Your Account on the Payment Day. Your Financial Institution may decline Payment or charge You (or both) otherwise.**
 - 3.5 **Inoperable Accounts, incorrect details on the DDR form, insufficient funds or missing signatures can cause a breach of these Terms and Conditions, and may possibly put You in breach of Your agreement with the Property Manager. Fees and Charges may be incurred with Us.**
4. **Authority to access account**
 - 4.1 You authorise Us to access the Account for the purposes of:
 - 4.1.1 Debiting funds at the direction of the Property Manager; and
 - 4.1.2 Debiting funds in payment of Fees and Charges.
 - 4.2 Debits to the Account will be made on the nominated Payment Day. If the Payment Day is a day on which DDR transactions can usually be made (ie, not a business day) or is another day on which DDRs cannot be made (scheduled or otherwise), then Your Account will be debited on the next available day.
5. **Stopping and deferring payments**
 - 5.1 If You wish to stop or defer a payment from the Account, do not contact Us. You should contact the Property Manager and Financial Institution. Please be aware that notice periods will apply and You should check what these are. Failure to give sufficient notice may result in payments not being stopped or deferred in time and fees and charges being incurred, both to Us and the Financial Institution.
6. **DDR cancellations and Account closures**
 - 6.1 If you:
 - 6.1.1 Cancel Your DDR;
 - 6.1.2 Close Your Account; or
 - 6.1.3 **Change any of Your Account details in any way, You must notify Us in writing at least 14 days prior to the next Payment Day. You should also contact the Property Manager and Financial Institution. If you do not make alternate payment arrangements with the Property Manager, You may be in breach of Your contract with them.**
- 6.2 **Failure to provide at least 14 days notice may incur Fees and Charges.**
- 6.3 Despite any of the actions described in 6.1, all Fees and Charges incurred continue to be owed by You to Us, and We may take appropriate action for their recovery.
7. **Email or SMS Initiated Payments**
 - 7.1 You can subscribe to an automated email or SMS initiated payment service (not available to all agents and tenants) which will provide You with notification of an upcoming Payment Day. Notification will be sent out approximately 48 to 72 hours before the Payment Day to Your nominated email address or mobile telephone number (as appropriate).
 - 7.2 Once You have received the notification under clause 7.1 You can initiate Payment from the Account via DDR by responding to the notification.
 - 7.3 Payment using this service will only be initiated with a valid response to the notification message described in clause 7.1.
8. **Fees and Charges**
 - 8.1 **The following amounts are payable by You. Amounts will only be charged where applicable. Each amount will be debited from your Account by DDR where possible. All amounts are per instance of payment:**
 - 8.1.1 **This clause intentionally blank;**
 - 8.1.2 **BPAY transaction fee:**
 - 8.1.2.1 **0.35% of the transaction amount if originated from a cheque or savings account; or**
 - 8.1.2.2 **1.5% of the transaction amount if originated from a credit card.**
 - 8.1.3 **Once off payment - Pay-by-Phone transaction fee: \$1.49 plus 2.2% of the transaction amount;**
 - 8.1.4 **Once off payment - Webpay transaction fee: \$1.49 plus a percentage of the transaction amount. American Express and Diners cards incur 4.4% of the transaction amount. All other accepted cards attract 2.2% of the transaction amount;**
 - 8.1.5 **DDR from an authorised deposit taking institution (ie bank): \$0.99.**
 - 8.1.6 **Re-occurring payment - DDR from a credit card: \$0.99 plus a percentage of the transaction amount. American Express and Diners cards incur 4.4% of the transaction amount. All other accepted cards attract 2% of the transaction amount;**
 - 8.1.7 **SMS notification under SMS Initiated Payments system: \$0.40. Please note there is no charge for notifications sent via email;**
 - 8.1.8 **This clause intentionally blank;**
 - 8.1.9 **This clause intentionally blank; and**
 - 8.1.10 **Reactivating a PayMyRent account after it has been deactivated: \$25.00.**
 - 8.2 DDR and Webpay transaction fees will be added to the Payment at the time of transfer from Your Account. Our other Fees and Charges will be deducted from Your Account as soon as practical after the transaction.
 - 8.3 **All Fees and Charges are non-refundable and do not form part of the Payment.**
9. **Failed DDRs**
 - 9.1 If a DDR Payment from Your Account fails due to there being insufficient funds in the Account, the Financial Institution failing to honour the payment, technological breakdown or similar, then:
 - 9.1.1 The Financial Institution may charge You a fee. Please refer to them for details and amounts payable;
 - 9.1.2 You must make alternate arrangements to make the failed Payment. This may include making sure there are sufficient funds in Your Account and requesting Us to process a replacement DDR Payment. Please note that time periods may apply for reprocessing and it is Your responsibility to take note of these to avoid a breach of Your responsibilities. Fees and Charges will apply to the missed Payment and replacement Payment;
 - 9.1.3 **If You owe us more than \$66.00 in Fees and Charges, Your PayMyRent.com.au account will be deactivated and We may take steps to recover the outstanding amount; and**
 - 9.1.4 You may incur Fees and Charges as set out in clause 8.
10. **Breach of Terms and Conditions**
 - 10.1 If You breach these Terms and Conditions, We may deactivate Your PayMyRent.com.au account. Whether we elect to do so or not will depend on the nature, severity and frequency of the breach. For example, if you cancel your DDR without making alternate payment arrangements with the Property Manager or have a number of occasions on which there are insufficient funds in Your Account, we may deactivate Your PayMyRent.com.au account.
 - 10.2 We will endeavour to provide You with 14 days notice before We deactivate Your PayMyRent.com.au account by sending written notification to Your physical or email address as provided. In some cases We may not be able to give notification before deactivation, depending on the nature of the breach. We will still provide notification in this case, but it may not reach You before deactivation occurs.
 - 10.3 You may apply to Us to reactivate a deactivated PayMyRent.com.au account. You must pay a fee under clause 8 and We may require You to rectify the breach that led to the deactivation before We reactivate the account.
11. **Changes to Terms and Conditions and conduct**
 - 11.1 We may change these Terms and Conditions at any time by giving You at least 14 days written notice prior to the change. Notification will be sent to Your physical or email address as provided.
 - 11.2 We may, with or without changing these Terms and Conditions, provide You with notice that We are changing the way in which we conduct Your PayMyRent.com.au account. This notice will be provided in writing to Your physical or email address (as provided) at least 14 days before We make the change.
12. **Dispute Resolution**
 - 12.1 If you believe there has been an error made in the processing of a Payment, please inform Us immediately on 1300 657008 or at info@paymyrent.com.au.
 - 12.2 We will investigate the matter. Part of our investigation may require obtaining written particulars or documentary evidence, depending on the matter. At the conclusion of the investigation, We will provide You with Our determination.
 - 12.3 If we conclude that an error has been made in the Payment processing, then We will reverse the transaction or make amends to correct it, depending on the appropriate action in the circumstances. Any action We take under this clause will be free of Fees and Charges to You.
 - 12.4 Despite Our best efforts, We are not always able to assist in certain cases and will inform You when this happens. In that eventuality, You should refer the matter to the Financial institution or Property Manager as the matter dictates.
13. **Privacy**
 - 13.1 We will keep all information You provide to Us confidential, and will not make use of it except in accordance with the purposes it was provided to Us for. For example, We will have to share certain information with the Property Manager and Financial Institution to process and record Payments.
 - 13.2 We must release certain information when specifically required or compelled by law.
 - 13.3 We will provide information to third parties only at Your specific written request.