



## Payment Plan Application Direct Debit Request Credit Card Authority

Business  ABN  Phone  Email

Customer reference:

Surname:  Given Name:   
 Student No.  Course:   
 Address: Street Number:  Street Name:  Suburb:  Postcode:   
 Email Address:   
 Phone Number:  Mobile:

I / We authorise Ezidebit Australia Pty Ltd (User ID 165969) to debit my/our account at the Financial Institution identified below through the Bulk Electronic Clearing System (BECS) in accordance to the stated Payment Details and as per the Service Agreement provided.

### SECTION 1 DIRECT DEBIT FEES AND CHARGES

<b>Administration Fee</b> (Once only) up to: \$5.50	<b>Bank Account</b> <b>Transaction Fee:</b> \$1.18	<b>Credit Card</b> <b>Transaction Fee:</b>	AMEX/Diners: 4.40% +\$1.18 VISA/MasterCard: 2.40% +\$1.18
<b>Dishonour Fee:</b> \$14.80 (payable to EZIDEBIT)			

**\*\*\*Please note that all the fees above are applied by Ezidebit and are payable directly to Ezidebit by the client. Bank fees can change at any time without notice.**

### SECTION 2 DEBIT FROM BANK OR CHEQUE ACCOUNT, BUILDING SOCIETY OR CREDIT CARD

Financial Institution  Branch   
 BSB Number       Account Number   
 Account Name



## **Direct Debit Service Agreement (Ver 1.9)**

\*I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (**Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198**) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business").

\*I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business.

\*I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

\*I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

\*I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution.

\*I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available.

\*I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

\*I/We acknowledge that there may be a delay in processing the debit if:

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
3. a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

\*I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business.

\*I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed Variations.

\*I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

\*I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

\*I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

\*I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

\*I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

\*I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee of up to \$14.80 is payable by me/us to Ezidebit.

\*I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

\*I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

\*I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our

agreement with the Business agree to pay those fees and charges to Ezidebit.

## **Credit Card Payments**

\*I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card.

\*I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business.

\*I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

\*I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

\*I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement).

\*I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy. Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise required or permitted by law. Further information relating to Ezidebit's Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

\*I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

\*I/We authorise:

- a. Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
- b. My/our financial institution to release information allowing Ezidebit to verify my/our account details.

PO Box 3327  
Newstead, QLD 4006  
Ph: (07) 3124 5500  
Fax: (07) 3124 5555

**Your obligations:**

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.

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.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the drawings is transferred or closed.

It is your responsibility to arrange with us a suitable alternate payment method if the drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.

In the event of any payment being in default for a period of 14 (fourteen days) the fees become due for the whole amount and the business shall be at liberty to take all necessary steps to enter Judgment against the students for the total sum outstanding.

If a payment is rejected due to insufficient funds, we will automatically try the payment again in 3-7 business days and notify you of the missed payment. In the event of a rejected payment, you will have seven (7) days to rectify the account or your course will **automatically be put on hold**.

The business shall also be entitled to recover any damages, legal costs or otherwise incurred as a result of the Student's non payment including legal costs incurred in obtaining the Judgment or otherwise enforcing this Agreement. Repeated instances of payment dishonour may result in the business referring the matter to a collection agency

Please refer to the businesses fee and refund policy for more details. This policy is ready available at the student office and on the Institute website.

**Confidentiality:**

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 unauthorized use, modification reproduction or disclosure of that information.

We will only disclose information that we have about you:

- to the extent specifically required by law;
- to the Business; or
- for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Signature:

Date:

/ /

**(Where student is under 18 years of age)**

Parent/Legal Guardian Name (print) .....

Parent Signature .....Date .....