

# DIRECT DEBIT REQUEST SERVICE AGREEMENT

(PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORD)

## Definitions

**Account** means the account nominated by *you* in your *DDR*.

**Agreement** means this Direct Debit Request Service Agreement between *you* and *us*.

**Bank** is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

**Business day** means a day other than a Saturday or a Sunday or a public holiday listed in Queensland, Australia.

**Child Care Central** means Redbourne Business Services (Australia) Pty Ltd (ABN: 63 095 164 588) trading as Child Care Central.

**Child Care Centre** means the child care centre whose details are set out at Section A of the *DDR*.

**DDR** means the direct debit request authority given by *you* to *us* to debit *your account*.

**Debit day** means the day that payment by *you* to *Child Care Centre* is due or the day that *Child Care Centre* determines to make the debit from *your account*.

**Us** or **we** means *Child Care Central*.

**You** or **your** means the person or persons making the direct debit request in the *DDR*.

## 1 Debiting your account

1.1 By signing a *DDR*, *you* have authorised *us* to arrange for funds to be debited from your *account* on behalf of the *Child Care Centre*. *You* should refer to the *DDR* 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 *DDR*. The debit day will be at the earliest next business day after the invoice due date as nominated by your *Child Care Centre*.

1.3 If the *debit day* falls on a non-business day, we will debit your account on or about the next business day. If *you* are unsure about which day your *account* has or will be debited *you* should ask *your Bank*.

1.4 *You* acknowledge that *we* are acting as a direct debit agent for the *Child Care Centre* only and do not provide any goods or services to *you* and have no express or implied liability in regard to the goods and services provided by the *Child Care Centre*. As such, *we* have no liability to provide any tax invoices for any fees charged.

1.5 *Your Child Care Centre* may nominate *you* to pay any transaction fees incurred to process *your Child Care Centre* fees and charges under this agreement.

1.6 If *your Child Care Centre* is obliged to refund any amounts paid under the *DDR*, *your Child Care Centre* will (at their option) either:

- (a) arrange for a refund to be payable to *you* within 31 business days of the refund becoming payable; or
- (b) reduce the amount of the next payment(s) by the amount of the refund (this reduction will continue until the amount is refunded in full).

## 2 Changes by us or Child Care Centre

2.1 *We* or *your Child Care Centre* will provide *you* with 14 days written notice:

- (a) if any term of this *agreement* (other than payment arrangements) varies during the term of the *DDR* and will provide *you* with an updated version of this *agreement*.

## 3 Changes by you

3.1 *You* must give *us* at least 5 *business days* notice before the next *debit day* if *you* would like to make any of the following changes to give *us* time to process your request:

- (a) if *you* wish to stop or defer a debit payment;
- (b) if *you* wish to cancel *your* authority for *us* to debit *your account*; or
- (c) if *you* wish to vary the details of the *DDR* arrangement. *We* must agree to any such variation.

3.2 All such notices must be made by *you* in writing and must be sent to the address or fax number referred to in clause 8.1.

3.3 If *you* change the nominated *direct debit account* and want to continue using direct debit, *you* will need to complete a new *DDR* form.

## 4 Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds or credit available in *your account* to allow a debit payment to be made in accordance with the *DDR* and any *agreement* with Child Care Central.
- 4.2 If a due date falls on, or *you* specify, a non-*business day* the debit item will be processed on the next *business day*. *You* may direct any enquiries regarding non-*business day* debit processing to the financial institution branch where *your account* is held.
- 4.3 If there are insufficient cleared 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* will be liable for any fees or charges incurred by *us* as a result of the debit payment being dishonoured; 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.
- 4.4 *You* should check your *account* statement to verify that the amounts debited from your *account* are correct.
- 4.5 *You* agree to indemnify *us* for any costs incurred by *us* as a result of *you* providing incorrect *account* or bank identification details.

## 5 Accounts

- 5.1 *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 provide to *us* are correct by checking them against a recent *account* statement; and
  - (c) with *your Bank* before completing the *DDR* if *you* have any queries about how to complete the *DDR*.

## 6 Dispute

- 6.1 If *you* believe that there has been an error in debiting *your account*, *you* should advise *your Child Care Centre* as soon as possible. It is the responsibility of *your Child Care Centre* to remedy your query.
- 6.2 If *your* query is not able to be satisfactorily resolved by *your Child Care Centre*, it is the responsibility of *your Child Care Centre* to escalate the query to *Child Care Central*. *We* will make every attempt to ensure that disputes are resolved within 5 *business days*. If *you* do not receive a satisfactory response from *us*, *you* may contact *your Bank*.

## 7 Confidentiality

- 7.1 *We* collect personal information from *you* for the purpose of providing *you* with the direct debit facilities and related services. *You* can choose not to provide this information however, *we* may not be able to process *your DDR*.
- 7.2 *We* will keep all information *you* give to *us* relating to your *DDR* (including your *account* details) 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.
- 7.3 *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 to relevant banks and financial institutions to debit *your account* or in connection with a claim made against *our* bank relating to an alleged incorrect or wrongful debit).

## 8 Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Child Care Central - redPAY, PO Box 537, Chermiside South Qld 4032** or fax **(07) 3350 3077**. If *you* have any questions regarding this *Agreement*, phone *Child Care Central* on **1300 733 667**.
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *DDR*.
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted.