



Edgility
 Suite 5.16, 55 Miller Street,
 Pyrmont NSW Australia 2009
 P. 61 2 9518 5955
 F. 61 2 9660 3055
 accounts@edgility.com.au

Bank Account Direct Debit Request

Edgility Account Number: _____

Request and Authority to debit the account below to pay *Fonelinc Pty Limited t/as Edgility*

Request and Authority to debit

Your Surname or company name _____

Your Given names or ABN/ARBN _____ "you"

request and authorise ***Fonelinc Pty Limited t/as Edgility*** to arrange, through its own financial institution, a debit to your nominated account any amount ***Fonelinc Pty Limited t/as Edgility***, has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial Institution: _____

Address: _____

Insert details of account to be debited

Name(s) on Account: _____

BSB Number (6 Digits): |_|_|_|_|_| - |_|_|_|_|_|

Account Number: |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Acknowledgment

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and ***Fonelinc Pty Limited t/as Edgility*** as set out in this Request and in your Direct Debit Request Service Agreement.

Insert your signature and address

Signature: _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Full Name (Print): _____

Position: _____

Address: _____

Date: _____ / _____ / _____

Second account signatory (if required)

Signature: _____



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Bank Account Direct Debit Request

The following is your Direct Debit Service Agreement with Fonelinc Pty Limited t/as Edgility ABN 88 092 285 955. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Definitions

account means the bank 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.

banking 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.

us or we means **Fonelinc Pty Limited t/as Edgility**, (the Debit User) you have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by you on the DDR at which the *account* is maintained.

1. Debiting your account

- 1.1 By signing a *Direct Debit Request* or by providing us with a valid instruction, 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*. **Or**
We will only arrange for funds to be debited from your *account* if we have sent to the address nominated by you in the *Direct Debit Request*, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3 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 following *banking day*. If you are unsure about which day your *account* has or will be debited you should ask your *financial institution*.

2. Amendments by us

- 2.1 We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving you at least fourteen (14) days written notice.

3. Amendments by you

- 3.1 You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to:

Edgility
Suite 5.16, 55 Miller Street, Pyrmont NSW Australia 2009 **or**
by telephoning us on 61 2 9518 5955 during business hours; **or**
arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us **Fonelinc Pty Limited t/as Edgility** your new account details.

4. Your obligations

- 4.1 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*.
- 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

5. Dispute

- 5.1 If you believe that there has been an error in debiting your *account*, you should notify us directly on 61 2 9518 5955 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.
- 5.2 If we conclude as a result of our investigations that your *account* has been incorrectly debited we will respond to your query by arranging for your *financial institution* to adjust your *account* (including interest and charges) accordingly. We will also notify you in writing of the amount by which your *account* has been adjusted.
- 5.3 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 in writing.

6. 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*.

7. Confidentiality

- 7.1 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.
- 7.2 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. Notice

- 8.1 If you wish to notify us in writing about anything relating to this *agreement*, you should write to **Fonelinc Pty Limited t/as Edgility**
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the third *banking day* after posting.