



## V-Pay Direct Debit Request and Payment Approval

Please complete and sign this Direct Debit Request and Authority to debit the account named below to pay VCubed Pty Ltd whose details appear below ("Vcubed") for settlement of fees relating to your online bookings plus monthly fees (if applicable).

**Full legal name of Company, Partnership or Business**

**Proprietor** (including trust name if acting as trustee)

**Business Trading Name** (if different from above):

**ABN:**

**Business Address:**

Street:

City/Suburb:

State:

Postcode:

**Name and address of financial institution at which account is held:**

Financial Institution Name:

Business Address

Street:

Suburb:

State:

Postcode:

**Details of Account to be Debited:**

Name of Account:

BSB Number:

Account Number:

**Account Holder (authorised for management of the account and authorised to execute this Direct Debit Request):**

Signature:

Name:

Position in Company:

Email:

Date:

**Acknowledgement**

By agreeing to the Direct Debit Service Agreement as part of your online Application and/or signing above:

- You authorise Vcubed [225287] to arrange, through its own financial institution(s), a debit to your nominated account above any amount Vcubed, has deemed payable by you, calculated monthly, as described in your Product Provider Agreement (including all Applications) with Vcubed (including changes made to that Agreement and Applications). This debit or charge will be made through the Bulk Electronic Clearing System from your account held at the financial institution, identified above, and paid to Vcubed (or its nominee), subject to the terms and conditions of the Direct Debit Service Agreement. You also authorise Vcubed to credit any and all payments that accrue to you as described in your Product Provider Agreement with Vcubed, to an account held at the financial institution identified above.
- You authorise the first debit to be made on the 16th day of next month, or next banking day, and at regular monthly intervals after that including on a different day in each month where Vcubed properly notifies you.
- You have read and agree to the attached Direct Debit Service Agreement.
- The information you have provided is true and correct.
- You understand that you are agreeing to a contract with ongoing payments.



# Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with Vcubed Pty Ltd, ABN 41 074 524 879. 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 and should be read in conjunction with your DDR.

## 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*.

**banking day** means a day other than a Saturday or a Sunday or a public holidays 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 and authority between *us* and *you*.

**us or we** means Vcubed Pty Ltd (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*.
- 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 (14) days notification in writing to; a) [customerservice@v3leisure.com](mailto:customerservice@v3leisure.com); or b) by telephoning us on 1300 880 683 during business hours; or c) arranging it through your financial institution.

## 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.
- 4.4. If Vcubed Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with the *agreement*, then *you* agree to pay Vcubed Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Dispute

- 5.1. If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on [customerservice@v3leisure.com](mailto:customerservice@v3leisure.com) or by telephoning on 1300 880 683 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 with *your financial institution* direct.
- 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 Vcubed Pty Ltd, 3/8 Alvan Street, Subiaco WA 6008.
- 8.2. We will notify *you* by sending a notice in writing to the email 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 or emailing.