

## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Tangerine Telecom Pty Ltd, APCA user ID 624257 ABN 11 602 814 791**. It explains 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.

Please keep this agreement 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.

### Definitions

**account** means the account held at *your financial institution* or your nominated credit or debit card, 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 as set out in your Tangerine invoice.

**debit payment** means a transaction in which money is automatically withdrawn from your nominated bank account, or credit or debit card to make a payment. **direct debit request** means the written or online instruction you give us withdraw funds from your account.

**us** or **we** mean **Tangerine Telecom Pty Ltd**, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

**you** mean the customer who has submitted 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.

### Debiting your account

By submitting a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorized *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*.

Each month on the due date stated on your invoice, we will debit your account for the total balance owing on your Tangerine account, unless we have agreed otherwise with you in advance. These funds will only be debited after we have provided you an invoice detailing the amount payable by you and when it is due.

Your invoice will be available in our Customer Portal, and you may choose to receive your invoices by email.

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*.

Surcharge fees apply to all *Debit Payments* made by credit or debit card. For details on these fees, please read the [Critical Information Summary](#) for your service.

If we have agreed a Financial Hardship plan with you in writing and you have requested to continue payments via direct debit, we will debit your account for the amount agreed under that arrangement.

### Amendments by us

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.

### Amendments by you

Your *Direct Debit Request* will be changed or cancelled within 3 business days after you submit a request. However, please note that if you submit a change or cancellation request less than 3 business days before your next *debit day*, your *debit payment* may still proceed in accordance with your existing *Direct Debit Request*.

You may request to change or cancel your *Direct Debit Request* through the Tangerine Customer Portal or by calling us on 1800 733 368. Alternatively, you can arrange to cancel your *Direct Debit Request* through your financial institution.

### **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*:

- *you* may be charged a fee and/or interest by *your financial institution*.
- *you* may also incur fees or charges imposed or incurred by us. Please see your service [Critical Information Summary](#) for details; and *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*.

*You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

### **Disputes**

If *you* believe there has been an error in debiting *your account*, *you* should notify us directly on **1800 211 112** and confirm that notice in writing with us as soon as possible so that *we* can resolve your query quickly. Alternatively, *you* can take it up directly with your financial institution.

If *we* conclude because 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. If *we* conclude as a result of our investigations that *your account* or credit card has not been incorrectly debited, *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

### **Accounts**

*You* should check:

- with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available through BECS on all accounts offered by financial institutions.
- *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

### **Privacy**

*We* will make reasonable efforts to keep any information (including your account details) confidential. *We* may disclose information that *we* have about *you*: at the request of your financial institution (e.g. in connection to a claim for an incorrect debit); as required by law; or as permitted under our [Privacy Policy](#).

### **Notice**

*We* may send notices either electronically to your email address or by ordinary post to the address *you* have provided. If sent by email, a notice will be deemed to have been received on the first banking day after send; and if sent by post, it is taken to be received on the third banking day after posting. If *you* have any questions about this agreement, please call us on 1800 211 112. If *you* have questions about your Direct Debit arrangement, please speak with your financial institution.