

1. Definitions

- a) "I", "me", "you" and "your" means the customer referred to in the Customer Details of the Direct Debit Request. "eDebit", "we" and "us" means eDebit Pty Ltd (ABN 74 112 883 744) of 1A 1773 Pittwater Rd, Mona Vale, NSW.
- b) "Principal" means the business or company referred to as the Principal in the Direct Debit Request and being the Principal from whom you have agreed to purchase any goods or services.
- c) "Principal Agreement" means any agreement you have made whether verbally or in writing with the Principal for the purchase or supply of any goods or services.
- d) "goods or services" means any goods or services supplied or to be supplied by the Principal.
- e) "direct debit amount" means the Direct Debit amount plus administration fee referred to in the Direct Debit Request and includes any dishonoured direct debit amounts and bank reference fees or charges imposed by the Financial Institution, the Principal or eDebit consequent upon a direct debit amount being dishonoured and also includes any other amount you have agreed or authorised the Principal to directly debit from your account.
- f) "account" means the bank account referred to in the Direct Debit Request and being the account from which we are authorised to arrange for funds to be debited.
- g) "debit day" means the day that a particular debit is due to be made against your account.

2. Debiting your account

- a) I request and authorise eDebit to debit my account as agent for and on behalf of the Principal for the direct debit amount in accordance with the frequency set out in the Direct Debit Request from the first direct debit date for the minimum number of direct debits or until cancelled in writing by me to the Principal.
- b) I understand and agree that eDebit is acting as an agent for and on behalf of the Principal and as such is not required to provide or supply any goods or services to me nor shall I hold eDebit liable in the event that the Principal refuses or fails to provide or supply the goods or services.
- c) I agree that the direct debit amount may also include an administration fee and any dishonoured direct debit amounts and bank reference fees or charges imposed by the Financial Institution, the Principal or eDebit consequent upon a direct debit amount being dishonoured and also includes any other amounts you have agreed or authorised the Principal to directly debit from your account pursuant to the Principal Agreement.
- d) I agree that if the debit day falls upon a public holiday or weekend you may debit my account on the next business day.

3. Changes by us

- a) I acknowledge that I have authorised the Principal to vary the direct debit amount or frequency from time to time in accordance with the terms of the Principal Agreement.
- b) I authorise eDebit to vary the direct debit amount or frequency as instructed by the Principal.

- c) I confirm I do not require eDebit to notify me of any changes to the direct debit amount or frequency provided that those changes are in accordance with instructions from the Principal.
 - d) I agree that eDebit may vary the Direct Debit Request or the terms of the Direct Debit Request Service Agreement provided that eDebit gives me at least fourteen (14) days written notice.
4. Changes by you
- a) I agree that if I wish to cancel, stop, defer, vary or change the direct debit amount, frequency or the Direct Debit Request then I must notify the Principal in writing with at least one (1) month's notice.
 - b) I agree that eDebit cannot cancel, stop, defer, vary or change the direct debit amount, frequency or the Direct Debit Request unless instructed to by the Financial Institution or the Principal.
5. Your obligations
- a) I acknowledge that it is my responsibility to ensure there are sufficient cleared funds in my account to allow the direct debit amount to be made in accordance with the Direct Debit Request.
 - b) I agree that if there is insufficient funds in my account to meet the direct debit amount or if the direct debit amount is returned as dishonoured by my Financial Institution then I will be charged and agree to pay any dishonour fee or other similar charge imposed by my Financial Institution and I also agree to pay the Principal and/or eDebit any dishonour fees, bank charges, legal fees and any debit collection fees applicable with each dishonour.
 - c) I agree to promptly check my account statement to ensure that the amounts debited from my account are correct.
6. Dispute
- a) I agree to contact the Principal if I believe there is an error or dispute in respect of any direct debit amount.
 - b) I understand that if the Principal is unable to resolve an error or dispute then I should contact my Financial Institution.
 - c) I acknowledge and agree that eDebit must refer any request by me to resolve an error or dispute to the Principal.
7. Confidentiality
- a) We will keep any information including your account details as set out in the Direct Debit Request confidential and only disclose such information if required by law or pursuant to the Direct Debit Request Service Agreement or Principal Agreement.
 - b) I authorise eDebit to verify my account details with my Financial Institution.
8. Notice
- a) If you wish to notify us about anything it must be in writing and should be forwarded to eDebit Pty Ltd, 1A, 1773 Pittwater Rd, Mona Vale, NSW 2103 or may be sent by email to admin@edebit.com.au.
 - b) Notices may be sent to you by email or at the address disclosed in the Direct Debit Request or to the address last disclosed to us by you.