

DIRECT DEBIT REQUEST (DDR)

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DIRECT DEBIT / CREDIT CARD REQUEST SERVICE AGREEMENT

Orthobay Pty Limited (ABN 29 022 946 670)

Debiting your nominated account:

- By signing a **Direct Debit / Credit Card Request**, **you** have authorised **us** to arrange for funds to be debited from your **nominated account**. **You** should refer to the **Direct Debit / Credit Card Request** and this **Agreement** for the terms of the arrangement between **us** and **you**.
- We will only arrange for funds to be debited from your nominated account as authorised in the Direct Debit / Credit Card Request.
- If the **debit day** for payment falls on a non-working day or public holiday, the payment will be processed on the next **banking day**.

Changes by us:

• We may vary any details of this Agreement or a Direct Debit / Credit Card Request at any time by giving you at least fourteen (14) days notice.

Changes by you:

- You may change the arrangement under a Direct Debit / Credit Charge Request by calling our office on (02) 4948 9809 or visiting our payments office at 1st Floor, 464 The Esplanade, Warners Bay.
- If you wish to stop or defer a debit payment you must notify us in writing at least fourteen (14) days before the next debit day.
- You may cancel your authority for us to debit your nominated account at any time by giving us fourteen (14) days notice in writing before the next debit day.

Your Obligations:

- It is your responsibility to ensure that there are sufficient cleared funds available in your nominated
 account to allow a debit payment to be made in accordance with the Direct Debit / Credit Card
 Request.
- If there are insufficient cleared funds in your nominated account to meet a debit payment:
 - -you may be charged a fee and/or interest by your financial institution
 - -you will incur a fee of \$20.00 imposed by us; and
 - **-you** must arrange for the **debit payment** to be made by another method or arrange for sufficient cleared funds to be in your nominated account by an agreed time so that we can process the debit payment.
 - We reserve the right to cancel the Direct Debit arrangement at any time if drawings are returned unpaid.
- You should check your nominated account statement to verify that the amounts debited from your nominated account are correct.

Disputes:

• If you believe there has been an error in debiting your nominated account, you should contact our office in the first instance and confirm details with us in writing as soon as possible so that we can resolve your query quickly. We will investigate the matter and advise you in writing whether your nominated account has been incorrectly or correctly debited. If we cannot resolve the matter, you can still refer it to your financial institution and they may lodge a claim on your behalf.

Nominated Accounts:

You should check with your financial institution whether direct debiting is available from your nominated account as direct debiting is not available on all accounts offered by financial institutions. You need to ensure that the nominated account details which you have provided to us are correct by checking them against a recent bank statement. If you have any queries about how to complete the Direct Debit / Credit Card Request, you should check with your financial institution.

Confidentiality:

- All customer records and account details will be kept private and confidential to be disclosed only at the
 request of the Customer or financial institution in connection with a claim to an alleged incorrect or
 wrongful debit.
- Last payment date will be carried forward if there is any pending balance until the agreed contract amount is covered in full.

DEFINITIONS:

Nominated 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 / Credit Card Request between you and us.

Direct Debit / Credit Card Request means the Direct Debit / Credit Card Request between us and you (and includes any Form PD-C approved for use in the transitional period).

Us or we means Orthobay Pty Limited t/a Hunter Valley Orthodontics (the Debit User) you have authorised by signing a Direct Debit / Credit Card Request.

You means the customer who signed the Direct Debit Request.

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

Debit day means the day that payment by you to us is due.

Banking day means a day other than a Saturday, Sunday or a public holiday listed throughout Australia.