



SmartaPay ACN: 123 872 935  
 A wholly owned subsidiary of  
 StrataPay Pty Ltd ABN 52 097 607 451  
 Australian Financial Services Licence: 247378

## Direct Debit Request

Request to debit the account named below to pay

### SmartaPay Pty Ltd

Surname or Company Name \_\_\_\_\_  
 Given names or ABN \_\_\_\_\_ ("you")  
 Address \_\_\_\_\_ Contact Name \_\_\_\_\_  
 \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Email \_\_\_\_\_

I/We request that moneys due in terms of the payment arrangements covered by this document be drawn by **SmartaPay Pty Ltd** (User ID 326907) under the Direct Debiting System from my/our account detailed below.  
 By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and **SmartaPay Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

New Request

Amendment Request

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Reference Number

#### Proceeds to be dispersed to the following School

Name of School: \_\_\_\_\_

#### One Time Only Debit

An Amount of \$ \_\_\_\_\_ may be debited on \_\_\_ / \_\_\_ / \_\_\_, together with any service charges which may apply.

#### Recurring Debits (Day of the month must be between 1<sup>st</sup> and the 28<sup>th</sup>)

An Amount of \$ \_\_\_\_\_ may be debited on \_\_\_ / \_\_\_ / \_\_\_, and at weekly / fortnightly / monthly / quarterly / half yearly intervals after that, together with any service charges which may apply. Payments are to continue until \_\_\_ / \_\_\_ / \_\_\_ or until notified by me.

#### PLEASE SELECT EITHER OPTION 1 OR 2 BELOW

##### OPTION 1 - DIRECT DEBIT FROM BANK, BUILDING SOCIETY OR CREDIT UNION ACCOUNT

Financial institution name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Name of Account \_\_\_\_\_  
 BSB Number 

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 Account Number 

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 Account Holder Signature/s \_\_\_\_\_ / /

##### OPTION 2 - PLEASE DEBIT MY CREDIT CARD INDICATED BELOW

Visa       MasterCard       American Express       Diners Club

Card Number 

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 Name of Cardholder \_\_\_\_\_ Expiry Date \_\_\_ / \_\_\_  
 Cardholder Signature \_\_\_\_\_ / /

Secret Question: \_\_\_\_\_ e.g. What is my mothers Maiden Name  
 Identification Question \_\_\_\_\_  
 Answer: \_\_\_\_\_ e.g. Smith

NB: THIS FORM MUST **NOT** BE FAXED. PLEASE RETURN **ORIGINAL** SIGNED DOCUMENT BY MAIL TO:  
 SmartaPay Pty Ltd, Locked Bag 9, Gold Coast Mail Centre Qld 9726

## DIRECT DEBIT REQUEST – SERVICE AGREEMENT

### 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*.

*business 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*

*funds* means any amount held on behalf of *you* by *your financial institution* from which *SmartaPay* may debit amounts.

*payment service* means the provision of payment options facility through *SmartaPay* via its internet sites, by telephone or mail or its agents.

*us* or *we* means **SmartaPay Pty Ltd** (User Id: 326907) *you* have authorised by signing a *direct debit request*.

*you* means the customer who signed the *direct debit request*.

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

### 1. Debiting your account

1.1 By signing a *direct debit request*, *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 *business day*, *we* may direct *your financial institution* to debit *your account* on the following *business day*.

If *you* are unsure about which day *your account* has or will be debited *you* should contact *SmartaPay*.

### 2. Changes by us

2.1 *We* will not vary any details of this *agreement* or a *direct debit request* without giving *you* at least seven (7) days written notice.

### 3. Changes by you

3.1 If *you* wish to change the arrangements under a direct debit request *you* must notify *us* in writing at least seven (7) days before the change is to be effective.

3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least seven (7) days before the next *debit day*. This notice should be given to *us* in the first instance.

### 4. Your obligations

4.1 It is *your* responsibility to ensure that:

- (a) to ensure the DDR is signed in terms of account signing authority (ie: joint accounts);
- (b) to ensure *SmartaPay* is advised if *your account* is transferred or closed;
- (c) to arrange a suitable alternative payment arrangement if the DDR is cancelled;
- (d) 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 **SmartaPay Pty Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then *you* agree to pay **SmartaPay Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 5. Cancellation

5.1 *You* may cancel *your* authority for *us* to debit *your account* at any time by giving *us* seven (7) days notice in writing using the *Direct Debit Cancellation Request Form* before the next *debit day*. The form is available at <http://www.SmartaPay.com.au>. This notice should be given to *us* in the first instance.

5.2 *SmartaPay* can decide at its discretion to cancel this DDR should the dishonour history warrant.

5.3 *Your School* can cancel this DDR at any time and *we* will advise *you* if this occurs.

6. Dispute	<p>6.1 If you believe that there has been an error in debiting <i>your account</i>, you should notify <i>us</i> directly on 1300 657 344 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>6.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by passing an adjustment to <i>your</i> account (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>6.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.</p> <p>6.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can refer it to <i>your financial institution</i>.</p>
7. Accounts	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> <li>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</li> <li>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</li> <li>(c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>.</li> </ul>
8. Confidentiality	<p>8.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>8.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>.</p> <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</li> </ul> <p>8.3 <i>We</i> will collect, use and disclose any personal information in accordance with <i>SmartaPay's</i> privacy policy which is available upon request from <i>you</i> to <i>SmartaPay</i>.</p>
9. Notice	<p>9.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to <b>SmartaPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL, 9726</b></p> <p>9.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>9.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>
10. Indemnity	<p>By signing the <i>direct debit request</i> <i>you</i> hereby indemnify <i>SmartaPay</i> and acknowledge that <i>SmartaPay</i> will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of:</p> <ul style="list-style-type: none"> <li>(a) loss of funds, delay and/or unavailability of <i>payment services</i> by <i>SmartaPay</i>,</li> <li>(b) the inaccuracy, inadequacy or incompleteness of the information contained on the <i>SmartaPay</i> internet site or any of its printed material;</li> <li>(c) a breach of this <i>agreement</i> by <i>you</i> including any act, neglect or default by <i>you</i></li> <li>(d) any successful claim by any third party against <i>SmartaPay</i> in respect of any matter arising from the operation, use, transfer of data or monies to and from <i>SmartaPay</i> and/or <i>SmartaPay</i> by <i>you</i>; or</li> <li>(e) <i>your</i> conduct in general.</li> </ul>
11. General	<p>This <i>agreement</i> is governed by the law of Queensland. <i>You</i> may not assign <i>your</i> rights or obligations under this <i>agreement</i> without the written agreement of <i>SmartaPay</i>. If any part of this <i>agreement</i> is unenforceable, the remainder will not be affected.</p>
12. Contact Information	<p><i>You</i> can contact <i>SmartaPay Pty Ltd</i> through the following channels:</p> <p><b>Mail:</b> SmartaPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL QLD 9726  <b>Email:</b> payments@SmartaPay.com.au  <b>Facsimile:</b> 07 5575 7433  <b>Telephone:</b> 1300 657 344</p>