UcPath
Innovate Automate Elevate

REQUEST TO DEBIT THE CREDIT CARD BELOW TO PAY
UCPATH PTY LTD - ABN 20 663 019 270

DIRECT DEBIT REQUEST

Company Name			
ABN			
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 UcPath under the direct Debiting Systems for my/our account detailed now.

By signing this Direct Debit, request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and UcPath as set out in this request and in your Direct Request Service Agreement.

☑ New Request Client Number:

Proceeds to be dispersed to the following Biller

NAME OF BILLER: TELECOMMUNICATIONS PAYMENT SERVICES

Regular Deductions

Deductions under this authority relate to the application for Telephone Service between UcPath and the party authorising the Direct Debit Request.

Details under this authority will be drawn as follows:
The 15th of each calendar month.

DIRECT DEBIT FROM CREDIT CARD AUTHORISATION

Please select the credit card you wish to debit from:

☐ **Visa** ☐ **MasterCard** ☐ **American Express**
*Please note that payments by credit cards attract fees as follows: MasterCard and Visa 1.6% and American Express 1.9%.

Credit Card Number:	
Expiry:	
Name on Card:	
CVN (3 or 4 digits):	
Account Holder Signature	

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.

business day means a **doy** 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 UcPath may debit amounts.

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

us or we means UCPATH PTY LTD 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 credit card on the following business day. If you are unsure about which day your account has or will be debited, you should contact us.

2. Changes by us 2.1 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.

2.2 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.

3. Your obligations 3.1 It is your responsibility to ensure that:

(a) to ensure the DOR is signed in terms of account signing authority (it joint accounts);

(b) to ensure UcPath 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.

3.2 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.

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

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

4. Cancellation

4.1 You may cartel 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. Please email billing@ucpath.com.au your request. Notice should be given to us in the first instance.

4.2 UcPath can decide at its discretion to cancel this DDR should the dishonour history warrant.

4.3 Your Biller can cancel this DDR at any time, and we will advise you if this occurs.

5. Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 882 888 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

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 passing an adjustment to your account (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) 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.

5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter, you can refer it to your financial institution.

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).

7.3 We will collect, use and disclose any personal information in accordance with the privacy policy which is available upon request from you to UcPath.

8. Notice 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:
UcPath PTY LTD
Level 49, 8 Parramatta Sq,
Parramatta NSW 2150

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us In the direct debit request.

8.3 Any notice will be deemed to have been received two business days after it is posted.

9. Indemnity

By signing the direct debit request, you hereby indemnify UcPath and acknowledge that we will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of:

(a) loss of funds, delay and/or unavailability of payment services by UcPath;

(b) the inaccuracy, inadequacy or incompleteness of the information contained on the UcPath internet site or any of its printed material;

(c) a breach of this agreement by you including any act, neglect or default by you

(d) any successful claim by any third party against UcPath in respect of any matter arising from the operation, use, transfer of data or monies to and from UcPath by you; or your conduct in general.

10. General

This agreement is governed by Australian law. You may not assign your rights or obligations under this agreement without the written agreement of UcPath. If any part of this agreement is unenforceable, the remainder will not be affected.

11. Contact Information

You can contact UcPath through the following channels:

Mail: UcPath
Level 49, 8 Parramatta Sq,
Parramatta NSW 2150
Email: billing@ucpath.com.au
Telephone: 1300 882 888