Direct Debit Request

Request and Authority to debit the account named below to pay:
TRILOGY CARE PTY LTD
ABN: 44 604 915 200

Direct Debit Request and Authorisation

Last Name		First Name	

Request and authorise TRILOGY CARE PTY LTD to arrange, through a financial service provider, a debit to your nominated account any amount TRILOGY CARE PTY LTD has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Account Details

Name of Financial Institution	
Authorised representative name	
Name of Account to be debited	

			-			

BSB

Account Number

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and TRILOGY CARE PTY LTD as set out in this Request and in your Direct Debit Request Service Agreement.

Please complete the information below and return to Trilogy Care in the supplied envelope.

Account Signatures

Account Holder 1 (name)	Account Holder 2 (name)
Signature	Signature
Date / /	Date / /

Direct Debit Request Service Agreement

The following is your Direct Debit Request Service Agreement with

TRILOGY CARE PTY LTD
ABN: 44 604 915 200

The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form.

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*.
- ***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.
- ***debit payment*** means a particular transaction where a debit is made.
- ***Direct Debit Request*** means the Direct Debit Request between *us* and *you*.
- ***us*** or ***we*** means
  TRILOGY CARE PTY LTD
  (the Debit User) you have authorised by signing a *direct debit request*.
- ***you*** means the customer who signed the *Direct Debit Request*.
- ***your financial institution*** means the financial institution nominated by you on the DDR at which the account is maintained.

1. DEBITING YOUR ACCOUNT

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*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

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*.

2. AMENDMENTS BY US

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least thirty **(30) days'** written notice sent to the preferred email or address you have given us in the *Direct Debit Request*.

3. AMENDMENTS BY YOU

You may change, stop or defer an individual debit payment, or cancel or suspend the *Direct Debit Request* at any time by providing us with at least fourteen **(14) days'** notification by writing to:

Level 3, 2 King St, Bowen Hills QLD 4006
or by telephoning us on: 1300 459 190

during business hours ***or*** arranging it through your own financial institution.

4. *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:

(a) *you* may be charged a fee and/or interest by *your financial institution*;

(b) *you* may also be charged reasonable costs imposed or incurred by us on account of there being insufficient funds; 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*.

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

5. DISPUTE

If you believe that there has been an error in debiting *your account*, you should notify us directly on: 1300 459 190

Alternatively you can take it up with your financial institution direct. If *we* conclude as a result of our investigations that *your* account has been incorrectly debited *we* will respond to your query by arranging within a reasonable period 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 has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. ACCOUNTS

You should check:

(a) with *your financial institution* whether direct debiting through BECS 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

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.

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).

8. NOTICE

If *you* wish to notify us in writing about anything relating to this *agreement*, you should write to

Trilogy Care Pty Ltd Level 3, 2 King St, Bowen Hills QLD 4006

We will notify *you* by sending a notice to the address or email *you* have given *us* in the *Direct Debit Request*.

Any notice will be deemed to have been received on the seventh *banking* day after posting.