

This is your Direct Debit Service Agreement with yourtown 067086 ABN 11102379386 (**the Debit User**). It explains 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.

Please keep this agreement 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 authorisation.

<p><b>Definitions</b></p>	<p><b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>Direct Debit Request</b> means the written, verbal or online request between <i>us</i> and <i>you</i> to debit funds from your account.</p> <p><b>us</b> or <b>we</b> means yourtown, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p><b>you</b> means the customer who has authorised the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution at which you hold the <i>account</i> is maintained you have authorised us to debit.</p>
<p><b>1. Debiting your account</b></p>	<p>1.1 By submitting a <i>Direct Debit Request</i>, you have authorised us to arrange for funds to be debited from <i>your account</i>. The <i>Direct Debit Request</i> and this <i>agreement</i> set out the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p><b>or</b></p> <p>We will only arrange for funds to be debited from <i>your account</i> if we have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited you should ask <i>your financial institution</i>.</p>

<p><b>2. Amendments by us</b></p>	<p>2.1 We may vary any details of this agreement or a <i>Direct Debit Request</i> at any time by giving you at least fourteen <b>(14) days</b> written notice sent to the preferred email or address you have given us in the Direct Debit Request.</p>
<p><b>3. How to cancel or change direct debits</b></p>	<p>You can:</p> <p>(a) cancel or suspend the Direct Debit Request; or</p> <p>(b) change, stop or defer an individual debit payment at any time by giving at least <b>days</b> – (should be less than 14 days notice).</p> <p><b>To do so, contact us at <a href="mailto:support@yourtown.com.au">support@yourtown.com.au</a> or</b></p> <p>by telephoning us on (07) 3368 3399 during business hours.</p> <p>You can also contact your own financial institution, which must act promptly on your instructions.</p>
<p><b>4. Your obligations</b></p>	<p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in your account to meet a <i>debit payment</i>:</p> <p>(a) you may be charged a fee and/or interest by your financial institution;</p> <p>(b) we may charge you reasonable costs incurred by us on account of there being insufficient funds; and</p> <p>(c) you must arrange for the <i>debit payment</i> 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 <i>debit payment</i>.</p> <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p>
<p><b>5 Dispute</b></p>	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on <a href="mailto:support@yourtown.com.au">support@yourtown.com.au</a> or (07) 3368 3399. Alternatively you can contact your financial institution for assistance.</p>

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| <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your query</i> by arranging within a reasonable period for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your query</i> by providing you with reasons and any evidence for this finding in writing.</p> |
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<p><b>6. Accounts</b></p>	<p>You 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 account details</i> which you have provided to us are correct by checking them against a recent <i>account statement</i>; and</li> <li>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if you have any queries about how to complete the <i>Direct Debit Request</i>.</li> </ul>
<p><b>7. Confidentiality</b></p>	<p>7.1 We will keep any information (including <i>your account details</i>) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of <i>our employees or agents</i> who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</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><b>8. Contacting each other</b></p>	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to</p> <p><b>yourtown</b> 5 Cordova St Milton QLD 4064</p> <p>8.2 We will notify you by sending a notice to the preferred address or email you have given us in the <i>Direct Debit Request</i>. Any notice will be deemed to have been received on the second <i>banking day</i> after sending.</p>