



Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with Xpress Fuel Australia Pty Ltd (ABN 22 128 784 216). 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 in NSW.

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** or our means Xpress Fuel Australia Pty Ltd (ABN 16 146 291 081) (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

You means the customer who has signed or authorised by other means 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

- 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 by the *Direct Debit Request*.
- 1.3 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*.

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| <p>2. Amendments by us</p> | <p>2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.</p> |
| <p>3. Amendment by you</p> | <p>3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to:</p> <p>Email: accounts@xpressgroup.com.au Or Phone: 02 9618 3736 7.30am to 3.30pm Monday-Friday</p> |
| <p>4. Your obligations</p> | <p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> 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 <i>your account</i> to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>we</i> will process an administration fee of \$40.00 to cover any fees or charges imposed or incurred by <i>us</i>; and</p> <p>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> <p>4.4 If <i>we</i> are liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay <i>us</i> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p> |
| <p>5. Dispute</p> | <p>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on 02 9618 3736 and confirm that notice in writing to <i>us</i> as soon as possible so that <i>we</i> can resolve your query more quickly.</p> <p>5.2 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 arrangement for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any</p> |

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| | <p>evidence for this finding in writing.</p> <p>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 you and us. If we cannot resolve the matter you can still refer to your Financial Institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.</p> |
| 6. Accounts | <p>You should check:</p> <ul style="list-style-type: none"> (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; (b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (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>. |
| 7. Confidentiality | <p>7.1 We will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we 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>7.2 We will only disclose information that we have about <i>you</i>:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim). |
| 8. Notice | <p>8.1 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</p> <p style="text-align: center;">Xpress Fuel Australia Pty Ltd PO Box 807 Ingleburn NSW 1890 OR Email: accounts@xpressgroup.com.au</p> <p>8.2 We 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>8.3 Any notice will be deemed to have been received on the third <i>banking</i> day after posting.</p> |