



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

### StrataPay Pty Ltd - Trust Fund Account

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 **StrataPay Pty Ltd** (User ID 056118) 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 **StrataPay Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

New Request

Amendment Request

StrataPay Reference Number

#### Proceeds to be dispersed to the following Body Corporate

Name of Body Corporate: \_\_\_\_\_

#### Recurring Debits

Debit may be made upon my Telephone or Internet Authorisation together with any service charges which may apply.  
(To use this service phone 1300 552 311 or visit <http://www.stratapay.com.au>).

Or

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.

Or

Debits may be made up to 5 business days prior to the due date for any amount outstanding on the account attached to the above StrataPay Reference Number together with any service charges that may apply subject to the availability of this data.

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 - Account Number

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

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

Visa  MasterCard  Amex  Diner

Card Number

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:**  
StrataPay 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 *Stratapay* may debit amounts.

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

*us* or *we* means **StrataPay Pty Ltd** (User Id: 056118) *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 StrataPay Pty Ltd.

### 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) days before the next *debit day*. This notice should be given to *us* in the first instance.

3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* fourteen (14) days notice in writing using the *Direct Debit Cancellation Request Form* before the next *debit day*. The form is available at <http://www.stratapay.com.au/assets/forms/spcancelddr.pdf>. 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 StrataPay 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 **StrataPay 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 **StrataPay Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

<p><b>5. Dispute</b></p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, you should notify <i>us</i> directly on 1300 135 610 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>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 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>5.3 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>5.4 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>
<p><b>6. Accounts</b></p>	<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>
<p><b>7. Confidentiality</b></p>	<p>7.1 <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>7.2 <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>7.3 <i>We</i> will collect, use and disclose any personal information in accordance with <i>StrataPay's</i> privacy policy which is available upon request from <i>you</i> to <i>Stratapay</i>.</p>
<p><b>8. Notice</b></p>	<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 <b>StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL, 9726</b></p> <p>8.2 <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>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>
<p><b>9. Indemnity</b></p>	<p>By signing the <i>direct debit request</i> <i>you</i> hereby indemnify <i>StrataPay</i> and acknowledge that <i>StrataPay</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>StrataPay</i>;</li> <li>(b) the inaccuracy, inadequacy or incompleteness of the information contained on the <i>StrataPay</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>StrataPay</i> in respect of any matter arising from the operation, use, transfer of data or monies to and from <i>StrataPay</i> and/or <i>StrataPay</i> by <i>you</i>, or</li> <li>(e) <i>your</i> conduct in general.</li> </ul>
<p><b>10. General</b></p>	<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>StrataPay</i>. If any part of this <i>agreement</i> is unenforceable, the remainder will not be affected.</p>
<p><b>11. Contact Information</b></p>	<p><i>You</i> can contact <i>StrataPay Pty Ltd</i> through the following channels:</p> <p><b>Mail:</b> StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL QLD 9726</p> <p><b>Email:</b> payments@stratapay.com.au</p> <p><b>Facsimile:</b> 07 5575 7433</p> <p><b>Telephone:</b> 1300 135 610</p>