

WEX Direct Debit Service Agreement

Terms and Conditions of Account



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 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 (and includes any Form PD-C approved for use in the *transitional period*).

transitional period means the period commencing on the industry implementation date for *Direct Debit Requests* and concluding 12 calendar months from that date.

us or we means WEX Australia Pty Ltd you have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your *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* if we have sent to the address nominated by you in the *direct debit request*, a billing advice which specifies the amount payable by you to us and when it is due.

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 ask your *financial institution*.

2. Changes by us

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.

3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a *direct debit request* by contacting us on 1300 366 109.

3.2 If you wish to stop and defer a *debit payment* you must notify us in writing at least three (3) working days before the next 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 three (3) days notice in writing before the next *debit day*. This notice should be given to us in the first instance.

4. Your obligations

4.1 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*.

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

5. Dispute

5.1 If you believe that there has been an error in debiting your *account*, you should notify us directly on 1300 366 109 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 If you conclude as a result of our investigations that your *account* has been incorrectly debited we will respond to your query by arranging 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.

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 still refer it to your *financial institution* which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

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 purpose of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

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

WEX Australia Pty Ltd

GPO Box 5342

Melbourne 3001

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.

