

DDR Service Agreement (Ver 1.6)

Please print and retain for your records. This Direct Debit Request Service Agreement (**Agreement**) forms part of the terms and conditions of your Direct Debit Request (**DDR**).

Specific conditions relating to notices and disputes

1. You agree that Ezidebit (NZ) Limited (the **Initiator**) must give you at least 10 days' prior notice of each direct debit, provided that where the direct debit is in a series, the Initiator is only required to provide 10 days' notice prior to the first direct debit in the series.
2. Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to you.
3. You can also agree with the Initiator to receive a same day notice for direct debits specifically requested by you.
4. All notices must be in writing, but can be delivered electronically, if you have agreed that with the Initiator.
5. You can also ask you to reverse a direct debit up to 120 days after the direct debit if:
 - You didn't receive proper notice of the amount and date of the direct debit, or
 - You received notice but the amount or date of the direct debit is different from the amount or date on the notice.
6. If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, you understand that the Initiator doesn't need to notify you again about that direct debit.

Other Terms

7. If you believe that there has been an error in debiting your account, you should notify the Business as soon as possible. The Business will notify you in writing of its determination and the amount of any adjustment that will be made to your nominated account (if any). The Initiator will arrange for your financial institution to adjust your nominated account by the applicable amount (if any). Alternatively, you can also contact your financial institution.
8. You agree that the Initiator will not be liable for any disputed transactions resulting from the supply or non-supply of goods and/or services by the Business and that all disputes will be directed to the Business (as the Initiator is acting only as an agent for the Business).

Debiting Your Account

9. By agreeing to the DDR you authorise the **Initiator** to make debits to your nominated account. You agree that this authority is subject to your bank's terms and conditions that relate to your account.
10. The debit will be processed on the next business day after the direct debit date if:
 - (a) a payment request is received by the Initiator after the Initiator's usual cut off time, being 5:00pm NZ time, Monday to Friday; or
 - (b) there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.
11. You authorise the Initiator to attempt to re-debit any unsuccessful payments. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by the Initiator.
12. The Initiator may charge you certain fees (including setup, variation, SMS or processing fees) where applicable under your debit arrangement.

Your Responsibilities

13. It is your responsibility to:
 - (a) Ensure that your nominated account can accept direct debits;
 - (b) Ensure that the details on the DDR are correct, and the bank account has been verified against a recent bank statement;
 - (c) Ensure that all authorised signatories nominated on the financial institution account to be debited authorise the DDR;
 - (d) Ensure that there are sufficient cleared funds in the nominated account, as a failed payment fee may be charged by Ezidebit if a debit is returned by your financial institution as unpaid;
 - (e) Advise immediately if the nominated account is transferred or closed or your account details change;
 - (f) Arrange a suitable payment method if the Initiator or the Business cancels the drawing arrangements.

Cancelling or Changing Direct Debits

14. Subject to the terms and conditions of your agreement with the Business, you may cancel, alter or defer the debit arrangement by contacting the Business a reasonable time before the date that the drawing is to be made.

Confidentiality

15. We will keep your account details and direct debit records confidential in accordance with the Initiator's Privacy Policy, except where the disclosure of certain information to your financial institution is necessary to enable us to act in accordance with your drawing arrangements. We may disclose the information in the event of an alleged incorrect or wrongful debit, in relation to a claim, or otherwise as required by law.

Contact

If you wish to contact the Initiator about anything relating to this Agreement, you should contact:

Ezidebit Pty Ltd NZBN 9429035266310
PO Box 5587, Wellington NZ 6145
Ph: 0800 394 332 Email: support@ezidebit.co.nz
<https://www.ezidebit.com/en-nz/contact>