

DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Service Agreement with **Evolve Fitness & Wellbeing Pty Ltd ABN 50 610 628 647, User ID 500122**. 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.

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 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*.
- **us** or **we** means Evolve Fitness & Wellbeing Pty Ltd, (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* or by providing *us* with a valid instruction, *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*.
or
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 *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*.

2. Amendments by us

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. Amendments by you	<p>You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least seven (7) days notification by writing to:</p> <p>Evolve Fitness & Wellbeing Pty Ltd 32 Hardinge Street DENILQUIN NSW 2710</p> <p>or</p> <p>by telephoning us on 0447 214 433 during business hours;</p> <p>or</p> <p>arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Evolve Fitness & Wellbeing Pty Ltd of your new account details.</p>
4. Your obligations	<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>you</i> may also incur 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 we 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>
5. Dispute	<p>5.1. If you believe that there has been an error in debiting <i>your account</i>, you should notify us directly by telephone on 0447 214 433 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.</p> <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 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 <i>you</i> with reasons and any evidence for this finding in writing.</p>
6. Accounts	<p>You should check:</p> <p>a) with your <i>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.</p> <p>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</p> <p>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>.</p>
7. Confidentiality	<p>7.1. We will keep any information (including <i>your account</i> details) in your <i>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> <p>a) to the extent specifically required by law; or</p> <p>b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
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>, you should write to</p> <p>Evolve Fitness & Wellbeing Pty Ltd 32 Hardinge Street DENILQUIN NSW 2710</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 us 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 day</i> after posting.</p>