

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
- us, we or BEST TELECOM means BEST TELECOM GROUP PTY LTD in Australia, BEST TELECOM GROUP LIMITED in New Zealand or their nominee (the Debit User) 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 us.
- 1.4** Where you have agreed to a contract with us for a set period, the minimum contract cost will be the base monthly rental x the number of months of the contract. 30 days' notice is required to terminate any service with us. Early termination fees apply if you leave before the end of your contract or fail to provide proper notice.

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.

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 we are 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 BEST TELECOM is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay BEST TELECOM on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Cancellation

- 5.1** You may 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 at available at <https://www.besttelecom.group>. This notice should be given to us in the first instance.
- 5.2** BEST TELECOM can decide, at our discretion, to cancel this DDR should the dishonour history warrant.

6. Dispute

- 6.1** If you believe that there has been an error in debiting your account, you should notify us directly on the details below and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 6.2** If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by passing an adjustment to your account (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 6.3** 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.
- 6.4** 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.

7. 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.

8. Confidentiality

- 8.1** 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.
- 8.2** We will only disclose information that we have about you:
- (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).
- 8.3** We will collect, use and disclose any personal information in accordance with our privacy policy which is available upon request from you to BEST TELECOM.

9. Notice

- 9.1** If you wish to notify us in writing about anything relating to this agreement, you contact us via the details in clause 10.
- 9.2** We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 9.3** Any notice will be deemed to have been received two business days after it is posted.

10. Contact Information

You can contact BEST TELECOM through the information at the foot of this page.