

DIRECT DEBIT 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*.

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* (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 **VANA LTD** (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 *you* and *us*.

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 previous *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 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 **(03) 9482 2911**.

3.2. If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing (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* 14 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* (c) to be made by another method or arrange for

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| | | sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the <i>debit payment</i> . |
| | 4.3 | You should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct. |
| | 4.4 | If National Australia Bank Limited ACN. 004 044 937 is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then <i>you</i> agree to pay the National Australia Bank Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate. |
| 5. DISPUTE | 5.1 | If <i>you</i> believe that there has been an error in debiting <i>your account</i> , <i>you</i> should notify <i>us</i> directly on (03) 9482 2911 and confirm that notice in writing with <i>us</i> as soon as possible so that we can resolve <i>your</i> query more quickly. |
| | 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</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted. |
| | 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</i> query by providing <i>you</i> with reasons and any evidence for this finding. |
| | 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 we can attempt to resolve the matter between <i>you</i> and <i>us</i> . If we cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> , which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf. |
| 6. ACCOUNTS | | <i>You</i> should check; <ul style="list-style-type: none"> (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 <i>accounts</i> offered by financial institutions. (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 (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>. |
| 7. CONFIDENTIALITY | 7.1 | We will keep any information (including <i>your account</i> details) in <i>your 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 our employees or agents who have access to information about <i>you</i> do not make any unauthorized use, modification, reproduction or disclosure of that information. |
| | 7.2 | We will only disclose information that we have about <i>you</i> ; <ul style="list-style-type: none"> (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. NOTICE | 8.1 | If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this agreement, <i>you</i> should write to VANA LTD , Accounts Department, 806-810 Nicholson Street, Fitzroy North. Victoria, 3068. |
| | 8.2 | We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> on the <i>direct debit request</i> . |
| | 8.3 | Any notice will be deemed to have been received on the third banking day after posting. |

