

## Customer Payment Service Agreement

This is your Payment Service Agreement with Francom (the **Debit User**). It explains what your obligations are when entering into a Payment arrangement with us. It also details what our obligations are to you as your Debit provider where applicable.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Payment Request and should be read in conjunction with your Payment 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 Customer Payment 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.

**Payment Request** means the written, verbal or online request between us and you to debit funds from your account.

**Scheduled Payment** means any payment that is scheduled to be debited on any debit day.

**us** or **we** means Francom, (the **Debit User**) you have authorised by requesting a Payment Request.

**you** means the customer who has authorised the Payment Request.

**your financial institution** means the financial institution at which you hold the account you have authorised us to debit.

### Debiting your account

By submitting a Payment Request, you have authorised us to arrange for funds to be debited from your account. The Payment Request and this agreement set out the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account as authorised in the Payment Request.

or

We will only arrange for funds to be debited from your account if we have sent to the email/address nominated by you in the Payment Request, a billing advice which specifies the amount payable by you to us and when it is due.

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 next banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

### Amendments by us

We may vary any details of this Agreement or a Payment Request at any time by giving you at least **fourteen (14)** days written notice sent to the preferred email, address or phone number you have given us in the Payment Request.

At our discretion, and in circumstances where we believe a variation of this Agreement will not negatively impact your rights or obligations under this Agreement, we may make changes to the terms of this Agreement without providing 14 days written notice.

## **How to cancel or change direct debits**

You can:

- cancel or suspend the Payment Request; or
- change, stop or defer an individual debit payment

at any time by giving at least 7 days notice. To do so, contact us at:

PO BOX 242  
PARRAMATTA NSW 2142

or  
by telephoning us on 1300748121 during business hours;

You can also contact your own financial institution, which must act promptly on your instructions.

## **Your obligations**

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 Payment Request.

If there are insufficient clear funds in your account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution;
- we may charge you reasonable costs incurred by us on account of there being insufficient funds; and
- 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; and
- you provide your express consent to allow us to re-debit payments up to 3 times for each missed Scheduled Payment to bring your payment arrangement to date, without notice to you. Alternatively, you may contact us and request we debit your account on a specific date to collect the missed payment(s).
- you should check your account statement to verify that the amounts debited from your account are correct.

If you believe that there has been an error in debiting your account, you should notify us directly on 1300748121 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can contact your financial institution for assistance.

## **Where the Payment method is Bpay/Direct Deposit**

You are expected to make the payment on or before the scheduled instalment date. Where you wish to cancel or alter your agreement you should follow the same process as listed prior for Direct Debits.

## **Dispute**

If we 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.

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 in writing.

## Accounts

You should check:

- with your financial institution whether debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- your account details which you have provided to us are correct by checking them against a recent account statement; and
- with your financial institution before completing the Payment Request if you have any queries about how to complete the Payment Request.

## Confidentiality

We will keep any information (including your account details) in your Payment 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.

We will only disclose information that we have about you:

- to the extent specifically required by law; or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

## Contacting each other

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

- Email: [hey@francomgroup.com](mailto:hey@francomgroup.com)
- Mail: PO 242, Parramatta NSW 2142

You may telephone us on 1300748121 during business hours.

All communication addressed to us should include your Customer Number.

We will notify you by sending a notice to the preferred address or email you have given us in the Payment Request. Any notice will be deemed to have been received on the second banking day after sending.