

Direct Debit Request Service Agreement



Definitions

Account means the account held at your financial institution from which we are authorised under this Agreement to arrange for funds to be debited. Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Agreement means this Direct Debit Service Agreement between you and us.

Direct Debit Due Date means the date on which a direct debit payment will be processed as further set out in clause 1 titled below "Debiting your account". You means the customer(s) who completed the registration for direct debit.

Debiting your account

- (a) This Agreement will commence upon completion by you of your registration for direct debit. However, it may take up to 14 days from the date of registration for the direct debit payments to be processed.
- (b) By registering for direct debit, you have authorised us to arrange for funds to be debited from your nominated account.
- (c) Your account details will be collected during the registration process and stored by the Commonwealth Bank to manage your Direct Debit arrangement. These details will be used for the purposes contemplated by this Agreement. For further information on their privacy and information handling practices, including other circumstances where they may be permitted to disclose information, or how you can access, correct or provide feedback in relation to your information, please refer to their Privacy Policy available at www.commbank.com.au or request this from any branch of the Commonwealth Bank.
- (d) Air Liquide Healthcare will keep any information we have about you confidential. We will only disclose any information we have about you to the extent required by law, for the purposes of this Agreement or as otherwise permitted under our Privacy Policy. Our Privacy Policy is available at <https://www.airliquidehealthcare.com.au/privacy-policy> or you can request such information from us using the contact details on our invoice to you.
- (e) If you have chosen to participate in the Vital360 Program or Therapy Partnership Program Daily, the Daily Fee will be calculated weekly, invoiced every Friday and debited from your account the following Monday.
- (f) If you have chosen to participate in the Therapy Partnership Program Advance, the penalty fees for non return of equipment on the agreed return date will be debited from your account on or after the 20th day of each month.
- (g) The amount deducted from your account will be for all invoices which are due for payment.
- (h) The direct debit payment will be deducted from your nominated account up to two Business Days after the Direct Debit Due Date. If you are uncertain as to when the debit will be processed to your account, you should enquire directly with your financial institution.

2. Resolving issues

- (a) If you believe there has been an error in debiting your account, please contact us as soon as possible so that we can resolve your query quickly, by using the contact details on our invoice to you or the following contact details:
 - (i) email us at: nccc.accounts@airliquide.com; or
 - (ii) write to us at:
Air Liquide, PO Box 783 Ormeau Queensland 4208 ;
 - (i) alternatively, you may also direct your query to your financial institution.
- (b) If our investigations show that your account has been incorrectly debited, we will arrange for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- (c) If our investigations show that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.
 - (d) 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.
- (e) If your dispute relates to a payment already made, you may not have access to those funds during the resolution of dispute.

3. Changes by us

- (a) We will provide you with not less than 14 days notice if any term of this Agreement varies during the term of the Direct Debit arrangement.
- (b) We may terminate this Agreement and arrange with you an alternative payment method at any time by giving you at least 20 Business Days' prior written notice. However, if your payments are dishonoured or rejected, or we have a reasonable suspicion that fraudulent information has been provided in relation to this Agreement, we may terminate this Agreement immediately by providing you with written notice.

4. Changes by you

- (a) You may cancel, request deferment of, or alteration to, your authority for us to debit your nominated account at any time by giving us at least 10 Business Days' written notice before the next Direct Debit Due Date. This notice should be given to us in the first instance. Please contact us using the contact details set out in paragraph 2(a) above. All requests for such stops or cancellation may also be directed to your financial institution.

5. Your responsibility

- (a) It is your responsibility to:
 - (i) if uncertain, check with your financial institution before completing the direct debit registration as direct debiting through the Bulk Electronic Clearing System (BECS) is not allowed on all accounts;
 - (ii) check that your account details (including Bank State Branch (BSB) number) are correctly completed during the registration process. You are advised to check your account details against a recent statement from your financial institution;
 - (iii) ensure on an on-going basis that there are sufficient cleared funds available in your nominated account to allow a debit payment to be made;
 - (iv) if a credit or debit card is used, ensure that it is a valid card and that the expiry dates are kept up to date at all times;
 - (v) advise us if your nominated account is transferred or closed; and
 - (vi) ensure that suitable alternative arrangements are made if your direct debit arrangement is cancelled either by you or your financial institution.

6. Others

- (a) We may send notices either electronically to your email address or by ordinary post to the address you have given us. If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.
- (b) If another person or persons have an interest in your nominated account, you represent that you have obtained their consent and you have the authority to complete the registration for direct debit and enter into this Agreement.
- (c) This Agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of that State.
- (d) Any disputes related to payment by you to us will be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties unconditionally and irrevocably submit to the non exclusive jurisdiction of the courts of that State for those types of disputes