

# Direct Debit Request Service Agreement



This Direct Debit Request Service Agreement is with Air Liquide Healthcare Pty Ltd, ABN 41 002 653 045 (BECS User ID: 208724). The name appearing on your bank statement will be 'AIR LIQUIDE'.

## 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.

**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 in Queensland, Australia.

**Direct Debit Due Date** means the date on which a direct debit payment from you is due to be processed.

**Direct Debit Request** means the form completed and signed by you containing the details of your Account and direct debit arrangements.

**You** means the customer(s) who completed the registration for direct debit via the Direct Debit Request.

## 1. Debiting your Account

- (a) 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 direct debit arrangement between us and you.
- (b) This Agreement will commence upon completion by you of the Direct Debit Request. However, it may take up to 14 days for the direct debit payments to be processed.
- (c) We will only arrange for funds to be debited from your Account:
  - (i) as authorised in the Direct Debit Request; or
  - (ii) if we have sent you a billing advice or invoice which specifies the amount owing by you to us and when it is due.
- (d) The direct debit payment can be deducted from your Account up to two Business Days after the Direct Debit Due Date. When a Direct Debit Due Date falls on a day which is not a Business Day, a direct debit will normally occur on the next Business Day. If you are uncertain as to when the debit will be processed to your Account, you should enquire directly with your financial institution.
- (e) Air Liquide Healthcare will keep any information we have relating to your Direct Debit Request confidential. We will only disclose any such information 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://au.healthcare.airliquide.com/privacy-policy> or you can request a copy from us using the contact details on our invoice to you.
- (f) Your account details will be collected during the registration process and stored by Citibank to manage your Direct Debit arrangement. These details will be used for the purposes contemplated by this Agreement. Citibank (as Sponsor of the direct debit arrangement) may also require records and account details to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

## 2. Resolving issues and disputes

- (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](mailto:nccc.accounts@airliquide.com); or
  - (ii) write to us at: Air Liquide Healthcare, PO Box 783, Ormeau Queensland 4208;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 relevant supporting documents 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 on two or more occasions within a 12-month period, 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

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 7 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 Responsibilities

- (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 to ensure they are current and correct;
  - (iii) ensure on an on-going basis that there are sufficient cleared funds available in your 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 changes to expiry dates are promptly advised to us 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.
- (b) If your debit payment is dishonoured (returned unpaid):
  - (i) You may be charged a fee and/or interest by your financial institution;
  - (ii) we may charge you a reasonable fee to cover costs incurred by us as a result of the dishonor; and
  - (iii) You must arrange for the payment to be made by another method. We may, at our discretion, re-debit your Account for the dishonoured amount, together with the current amount due, on the next Direct Debit Due Date."

## 6. General

- (a) We may send notices to you either electronically to your email address or by ordinary post to the address you have given us. If sent by ordinary post, communications are taken to be received on the third Business Day after posting. If sent by email, they are taken to be received on the same day, unless that day is not a Business Day, in which case it will be taken to be received at the beginning of the next Business Day.
- (b) If another person or persons have an interest in your nominated Account, you represent and warrant that you have obtained their consent and you have their 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 Queensland, Australia and the parties unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of that State.