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| A picture containing clipart  Description generated with very high confidence | Direct Debit Request  Service Agreement |
| This is your Direct Debit Service Agreement with My Tax Savers Pty Ltd (314011) ABN 85 059 305 976 (“MTS”). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation. The terms of this DDR are for the purpose of an annual subscription with the My Tax Savers debiting from your account monthly. | |
| **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.*  ***us*** or***we***means ***My Tax Savers****,* (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.  ***you*** means the customer who has signed or authorised by other means the *Direct Debit Request.*  ***your* *financial institution*** means the financial institution nominated by *you* on the DDR at which the *account* is maintained. |
| **1. Debiting your account** | 1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *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. 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 following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*. |
| **2. Amendments by *us*** | 1. *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. Amendments by *you*** | 1. *You* may change\*, stop or defer a debit payment by providing us with at least **4 days** notification by writing to:   **My Tax Savers**  **Direct Debit Manager**  **PO Box 2255, Southport QLD 4215 or**  emailing **info@mytaxsavers.com.au**  ***or***  by telephoning us on **1800 728 382** during business hours;  ***or***  arranging it through your own financial institution, which is required to act promptly on your instructions.  \*Note: in relation to the above reference to ‘change’, your financial institution may ‘change’ your debit payment only to the extent of advising us, My Tax Savers, of your new account details. |
| **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* will incur a $16.50 administration imposed 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 |
| **5 Dispute** | 5.1 If you believe that there has been an error in debiting *your account,* *you* should notify us directly on **1800 728 382** or to **info@mytaxsavers.com.au** as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.  5.2 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. W*e* will also notify you in writing of the amount by which *your account* has been adjusted.  5.3 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 in writing. |
| **6. Accounts** | *6.1 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   1. with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*. |
| **7. Confidentiality** | 7.1 *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.  7.2 *We* will only disclose information that *we* have about *you*:  (a) to the extent specifically required by law; or   1. for the purposes of this *agreement* (including disclosing information in connection with any query or claim). |
| **8. Notice** | * 1. If *you* wish to notify *us* in writing about anything relating to this *agreement,* *you* should write to   **My Tax Savers**  **Direct Debit Manager**  **PO Box 2255, Southport**  **QLD, 4215 or**  Email **info@mytaxsavers.com.au**  8.2 *We* will notify *you* by sending a notice via email to the email address *you* have given *us* in the *Direct Debit Request*. |
| **9. Drawing Arrangements, Tax Invoices and Rejected Payments** | * 1. Drawings under this Direct Debit Request Service Agreement will occur within 24 hours of receipt of your signed agreement and recur on that date (or the next business day) each month.   2. This Direct Debit Request Service Agreement, once completed and submitted, acts as a tax invoice for a minimum ongoing 12-month subscription for the amount of $396.00 (including GST). Our ABN is 85 059 305 976.   3. Following the initial 12-month period, your ongoing subscription fee of $33.00 (including GST) becomes that of a progressive supply. No further Tax Invoices will be issued as each progressive supply is for an amount less than the Tax Invoice threshold of $82.50.   4. A My Tax Savers Subscription cannot be terminated within the first 12 months. Should you wish to terminate your My Tax Savers subscription after this time, you can do so by submitting your request in writing with a minimum of 30 days’ notice to the address provided in Clause 8.   5. An administration fee of $16.50 (including GST) will be charged by us in the event that a drawing under this Direct Debit Request Service Agreement fails due to there being insufficient funds in your nominated bank account or credit card, or due to the details you have provided for the nominated bank account or credit card being incorrect.   6. In the event of a drawing under this Direct Debit Request Service Agreement failing, a second drawing attempt will be made approximately 4 days after the first attempt. The amount of the second drawing attempt will be $49.50, which comprises the unsuccessful drawing amount for the monthly subscription of $33 and the administration fee of $16.50.   7. If the second drawing attempt also fails, we will contact you to discuss. At this point, the amount owing following the two unsuccessful drawing attempts will be $66, which comprises the unsuccessful drawing amount for the monthly subscription of $33 and two administration fees of $16.50 each for the rejected payments. |