

Customer Direct Debit Request (DDR) Service Agreement

This is your Direct Debit Service Agreement with Elements Healthcare Pty Ltd (Aged Care Services) (314011) 75 905 097 553. 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.

How to Contact Us: You can contact us directly or alternatively contact your financial institution. These should be made at least 7 working days prior to the next scheduled drawing date. You may contact us as follows: - Phone: (08) 93499611, Email: accounts@elementshealthcare.com.au, Mail: PO Box 382 Tuart Hill Perth, WA Australia 6939. All communication addressed to us should include your Customer Number.

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.

Debit day: means the day that payment by you to us is due.

Us or we: means Elements Healthcare Pty Ltd (Aged Care Services), (314011) 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.

Debiting your account: 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. We will only arrange for funds to be debited from your *account* as authorised in the *Direct Debit Request*.

or

We will only arrange for funds to be debited from your *account* if we have sent to the address nominated by you in the *Direct Debit 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 following *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 *Direct Debit Request* at any time by giving you at least **fourteen (14) days** written notice.

Amendments by you: You may change, stop or defer a *debit payment*, or terminate this agreement by providing us with at least 7 days notification by writing to: PO Box 382, Tuart Hill, Perth, WA, Australia 6939;

or

by telephoning us on (08) 93499611 during business hours;

or

arranging it through your *financial institution*, which is required to 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 *Direct Debit 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*; you may also incur fees or charges imposed or incurred by us; 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*. You should check your *account* statement to verify that the amounts debited from your *account* are correct.

Dispute: If you believe that there has been an error in debiting your *account*, you should notify us directly on 0893499611 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your *financial institution*. 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: (1) 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. (2) your *account* details which you have provided to us are correct by checking them against a recent account statement; and (3) with your *financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

Confidentiality: 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. 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).