



# Direct Debit Request Service Agreement / Credit Card Authority

This is your Direct Debit Request Service Agreement with PeopleHub **ABN 47 112 521 909 (Debit User ID 372248)**. 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 and should be read in conjunction with the authorisations you provided to us in the Direct Debit Request.

## A. Definitions:

**Account** means the account held at Your Financial Institution from which we are authorised to direct debit

**Agent** means third party debt collection agency appointed by **PeopleHub** to recover outstanding monies owing to **PeopleHub** or the Business

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

**Business** means Australian Learning Group ABN 2811274 1723

**Business Day** means a day other than a Saturday or Sunday or a national public holiday.

**PeopleHub** means **PeopleHub Pty Ltd ABN 47 112 521 909**.

**Debit Day** means the day that you have authorised us to arrange for funds to be debited from your Account.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit** refers to the process whereby you provide us with the Direct Debit Request which authorises us to arrange for funds to be debited from an account held with Your Financial Institution.

**Direct Debit Request** means the Direct Debit Request between you and us.

**Us or we** means **PeopleHub**, that you have authorised by requesting a Direct Debit Request.

**You** means the customer who signed or authorised by other means the Direct Debit Request.

**Your financial institution** is the financial institution nominated by you on the Direct Debit Request at which your Account is maintained.

## B. Debiting your Account

By signing the Direct Debit Request or 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. If the Debit Day falls on a day that is not a Business Day, we may direct Your Financial Institution to debit your Account on the following Business Day.

## C. Business

By signing the Direct Debit Request you acknowledge that we are acting as a third party payment processor for the Business to arrange for the funds to be debited from your Account. Accordingly, you agree to pursue all claims you have in respect of the goods and services provided to you by the Business or the terms and conditions of any agreement entered into between you and the Business against the Business. As **PeopleHub** does not supply the goods or services that relate to the payments it processes for the Business, you agree not to pursue **PeopleHub** in respect of any claim you may have in respect of the quantity, the quality or the merchantability of those goods or services supplied by the Business.

## D. Changes by you:

If you wish to **stop** or **defer** a Debit Payment or terminate this Agreement, you must notify us at least seven (7) Business Days before the next Debit Day. This notice should be given to the **Business** in the first instance.

Alternatively you may:

- Email **PeopleHub** on [disputes@peoplehub.com](mailto:disputes@peoplehub.com) or call us on 1300 909 339; or
- arrange it through Your Financial Institution, which is required to act promptly on your instructions.

## E. Changes by Us:

We may vary any details of this agreement or the Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

## F. 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:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also incur fees or charges imposed or incurred 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.

You should check your account statement to verify that the amounts debited from your account are correct.

## G. Disputes:

If you believe that there has been an error in debiting your Account, you should notify the **Business** in the first instance and confirm that notice in writing with the **Business** as soon as possible so that the **Business** can resolve your query more quickly. If the **Business** cannot resolve the matter or you are not satisfied with the **Business**' handling of the matter, you may contact us directly on 1300 909 339. Alternately 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). We will also notify you in writing of the amount by which your Account has been adjusted. If we cannot resolve the matter or you are not satisfied with our proposed resolution, 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.

## H. Accounts:

You should check:

- 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;
- 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 Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

## I. 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;
- to the Business; or
- for the purposes of this Agreement (including disclosing information in connection with any query or claim).

## J. Notice:

If you wish to notify us in writing about anything relating to this Agreement you should write to **PeopleHub** at **PO Box 3941, South Brisbane Qld 4101** or alternatively, you can email [support@peoplehub.com](mailto:support@peoplehub.com) for further assistance with your Direct Debit Request.

We will notify you by sending a notice in the ordinary post or email to the address(es) you have given us in the Direct Debit Request. Any notice will be deemed to have been received two Business Days after it is posted or emailed.