



# Direct Debit Request

Form of request for debiting amounts to accounts by the direct debit system

To: Ampol Australia Petroleum Pty Ltd (User Identification No. 001518)  
(or)  
Ampol Petroleum Distributors Pty Ltd (User Identification No. 091571)  
29-33 Bourke Rd  
Alexandria NSW 2015 (referred to as "you")

Ampol A/C Number

Phone Number

Dear Sir/ Madam,

I/We, [Full name(s) of customer(s)]

or [Name of company]

(ABN

) (ACN

)

hereby authorise(s) and request(s) you, until further notice in writing, to debit from the account described in the schedule below, any amount which you may debit or charge me/us/it through the Direct Debit system administered by Australian Payments Clearing Association Limited.

Account name:

Name of Bank:

Address of Branch:

BSB Number:

Account Number:

## The Schedule

\*Before signing this document, please read the terms and conditions set out in the attached Direct Debit Request Service Agreement. Once this document is signed, the signatory is bound by those terms and conditions.

## FOR INDIVIDUALS

SIGNED By

at

}

Signature

Date

SIGNED By

at

}

Signature

Date

## FOR COMPANIES

SIGNED for and on behalf of

(ABN

)

at

by its authorised officer

Name of authorised officer

Signature of authorised officer

Date

This agreement ("Direct Debit Service Agreement") outlines the terms and conditions of the Direct Debit arrangements between you and us. You agree to be bound by these terms and conditions upon your execution of the Direct Debit Request.

## DIRECT DEBIT ARRANGEMENTS

- (a) We will, in accordance with the terms of the Direct Debit Request and any other Existing Agreement, periodically debit the Nominated Account for the agreed amount(s).
- (b) The debits will occur daily, weekly, monthly or as agreed. The amount debited will vary according to the amount falling due. It will include any fees or charges agreed between us.
- (c) You will receive billing advices through the media you choose at the times you request. We will send you media summarising your transactions and charges for the billing period.
- (d) If any drawing falls due on a non-business day, it will be debited to the Nominated Account:
  - (i) where the scheduled drawing date and the next business day fall in different months, on the previous business day preceding the scheduled drawing date ; and
  - (ii) in all other cases, on the next business day following the scheduled drawing date. Note: If you are uncertain as to when a drawing will be processed to the Nominated Account, you should check with your financial institution.

## CHANGES TO THE DIRECT DEBIT ARRANGEMENTS

- (a) If you wish to make any Change to the Direct Debit Arrangements please call our enquiries number which is listed on the invoices and/or statements of account we issue to you. You may also contact your financial institution to make a Change.
- (b) For the purpose of this clause, a "Change" means any of the following:
  - (i) deferment of a drawing;
  - (ii) alteration of the Direct Debit Arrangements;
  - (iii) stopping an individual debit;
  - (iv) suspension of the Direct Debit Request; or
  - (v) cancellation of the Direct Debit Request completely.
- (c) Your right to make a Change to the Direct Debit Arrangements is subject to the terms of any Existing Agreement between you and us

**Note:** If you are our franchisee, reseller or customer, you may have entered into an Existing Agreement which requires you to pay us by direct debit. Accordingly, if you make a Change to the Direct Debit Arrangement (eg. stop a debit or cancel your Direct Debit Request), you may be in breach of your Existing Agreement with us, and we may pursue any remedy we have against you under that Existing Agreement. Accordingly, we urge you to check the terms of all Existing Agreements before requesting any Change to the Direct Debit Arrangements.

## YOUR OBLIGATIONS

- (a) You must ensure that:
  - (i) before completing the Direct Debit Request, you check the account details of your Nominated Account against a recent statement from your financial institution (and if you are still uncertain that you check those details with your financial institution);
  - (ii) the Nominated Account can accept direct debits (your financial institution can confirm this); and
  - (iii) the Nominated Account has sufficient clear funds on the drawing date to allow payment to be made in accordance with the Direct Debit Request and any other Existing Agreement between you and us.
- (b) You must advise us immediately if the Nominated Account is transferred or closed.
- (c) If any drawing is returned or dishonored by your financial institution, we may, at our discretion, reprocess the transaction following receipt of the notification of return or dishonor, or request an alternative form of payment (eg. financial institution cheque) from you. You must reimburse us for any transaction fees or other charges payable or paid by us in respect of the above. In addition, we may pursue any remedy we have against you under any Existing Agreement between you and us.

## ENQUIRIES AND CLAIMS

- (a) If you have any queries regarding the Direct Debit Arrangements, please direct them to us in the first instance by calling the enquiries number listed on the invoices and/or statements of account we issue to you.
- (b) All queries must be made at least three working days prior to the next scheduled drawing date.
- (c) If you believe that a drawing has been initiated incorrectly, please direct your claim to us in the first instance by calling the enquiries number listed on the invoices and/or statements of account we issue to you. In order to facilitate resolution of claims you must do this within 30 days of receiving your invoice or statement.
- (d) Our customer service representatives will discuss the merit of your claim and adjustments to your account will be made as we agree may be appropriate.
- (e) We may require you to state your claim in writing and provide supporting documents in order for us to properly assess your claim.
- (f) You may contact your financial institution to make a claim.

## PRIVACY

We will keep all your personal customer information confidential in accordance with the requirements of the Privacy Act 1988 and our privacy policy, except as follows:

- (a) we will provide the details of the Nominated Account to our financial institution, to facilitate the making of drawings to the Nominated Account; and
- (b) we may provide your personal information to third parties who provide financial, legal or administrative services to us, with such disclosure always on a confidential basis; and
- (c) our financial institution may require us to provide your personal information in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

## VARIATIONS OF TERMS

We will give you at least 14 days' notice by telephone or writing (including e-mail) of any change to the terms of the Direct Debit Arrangements.

## GENERAL

To the extent that there is any inconsistency between this agreement and the terms and conditions of any Existing Agreement between you and us, the latter will prevail.

This agreement is governed by the laws of the State in which the Direct Debit Request is executed. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.

## DEFINITIONS

In this document, the following definitions apply unless otherwise specified:

- (a) "Direct Debit Arrangements" means the arrangements as specified in this agreement.
- (b) "Direct Debit Request" means the document entitled "Direct Debit Request" signed by you and addressed to us.
- (c) "Existing Agreement" means any other agreement entered into between you and us from time to time, including but not limited to agreements for the provision of credit, goods or services.
- (d) "Nominated Account" means the account identified in the Direct Debit Request as the account to be debited.
- (e) "We" or "us" means Ampol Australia Petroleum Pty Ltd A.B.N. 17 000 032 128 or Ampol Petroleum Distributors Pty Ltd A.B.N. 85 005 632 860
- (f) "You" means the signatory to the Direct Debit Request and includes the Applicant for our account Credit Facility and/or Card Facility.