

Direct Debit Request Service Agreement

Direct Debit Request Service Agreement

Coles unsecured credit products are issued by Citigroup Pty Limited ABN 88 004 325 080 AFSL No. 238098 Australian credit licence 238098 and distributed by Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708. This is your Direct Debit Service Agreement with Citigroup Pty Limited (ABN 88 004 325 080) Direct Debit User ID 8582. 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 your 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.

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.

business 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 Citigroup Pty Limited, (the Debit User) you have authorised by requesting a Direct Debit Request and/or Citigroup (the Credit Provider).

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; 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.
- 1.3 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. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Amendments made by us

- 2.1 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

- 3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least seven days notification by writing to:

Coles Financial Services
GPO Box 40
Sydney NSW 2001

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

4. Your obligations

- 4.1 It's your responsibility to ensure that:
 - a) there are sufficient clear funds available in your account on the Payment Due Date to allow a debit payment to be made in accordance with the Direct Debit Request;
 - b) you notify us if the nominated account is transferred or closed;
 - c) you pay our Payment Due by an alternative method if the direct debit arrangements are cancelled either by you or us;
 - d) your payments are up-to-date, whether a notice is received from us or not;
 - e) if there are insufficient clear funds in your account to meet a debit payment;
 - i) you may be charged a fee and/or interest by your financial institution;
 - ii) you may also incur fees or charges imposed or incurred by us; **and**
 - iii) 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.

f) the authorisation given to debit the nominated account is identical to the account signing instruction held by the financial institution where the account is held.

- 4.2 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.3 Should your direct debit request be dishonoured you must make a manual payment of the amount required.
- 4.4 We may deduct the previous period's payment together with the current amount due if the previous deduction was dishonoured due to insufficient funds at the time of drawing and you have not made a manual payment.

5. Other important information you should know

- 5.1 All enquiries and requests for payment changes should be directed to us. All disputes or cancellations should be directed to us or your financial institution.
- 5.2 We will initiate debits to your nominated financial institution account in accordance with the instructions on the DDR request form, which will be held by us.
- 5.3 Deductions made under the authority of this direct debit request will appear as payments on your Account Statement.
- 5.4 Direct Debit will automatically debit the amount you specify from your nominated account on the Payment Due Date on your Statement.

6. Disputes

- 6.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 306 397 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.

7. Accounts

- 7.1 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**
with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

8. Confidentiality

- 8.1 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.
- 8.2 We will only disclose information that we have about you:
 - a) to the extent specifically required by law; **or**
 - b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

9. Notice

- 9.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:
Coles Financial Services
GPO Box 40
Sydney NSW 2001
- 9.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- 9.3 Any notice will be deemed to have been received on the third business day after posting.