

DIRECT DEBIT Request Form



Request for Debiting Amounts to Accounts by Direct Debit Request.

A/C NUMBER _____
(OFFICE USE)

TASCO Inland Australia Pty Ltd
ACN 070 478 625
ABN 64 676 389 090

I / We _____
Name of Customer(s) giving Direct Debit Request

Of (Address) _____

Authorise and request You TASCO Inland Australia Pty Ltd APCA User ID Number 064124

To arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement overleaf.

I / We authorise the following:

1. The Debit User to verify the details of the abovementioned account with my/our Financial Institution.
2. The Financial Institution to release information allowing the Debit User to verify the abovementioned account details.

Signature _____ Date _____ Signature _____ Date _____

Name of the Financial Institution _____

Account Name _____

BSB Numbers _____ / _____ Account Number _____

I/We request that you debit my/our account in accordance with our Agreement

Or

I / We request that you debit my/our account in accordance with our Agreement and subject to one or more of the following conditions:

Frequency of Debit _____ First Payment Date _____ Final Payment _____

OR To arrange for funds to be debited from my/our credit card

Card Type _____ CardNumber _____ / _____ / _____ / _____

Expiry Date _____ / _____ Name on Card _____

Your credit card will be debited on the 12th of each month. Fees may apply.

PLEASE MAKE SURE TO SIGN THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS FORM

This is a legal document. If you do not understand this document you should seek independent legal advice.

DIRECT DEBIT REQUEST SERVICE AGREEMENT – CUSTOMER VERSION

This agreement made the _____ day of _____ between TASCO INLAND AUSTRALIA PTY LTD (ABN 64 676 389 090) the registered office of which is situated at 220 Tenth Street, Mildura in

the State of Victoria ("TASCO") and _____ as the Customer:

- A. TASCO supplies or intends to supply the Customer with petroleum products pursuant to the terms and conditions below.
- B. The parties agree and acknowledge that it is imperative for proper and efficient operation of the business of TASCO and also the business of the Customer that there be timely delivery of petroleum products by TASCO to the Customer, and timely payment by the Customer to TASCO for the said petroleum products.
- C. In order to effect the most timely payment of monies owing from time to time by the Customer to TASCO, the parties have agreed to the adoption of the Direct Debit Scheme ("the Scheme") administered by the Australian Payments Clearing Associated Limited (ABN 12 055 136 519) (APCA).
- D. The parties acknowledge that the Scheme will be used to allow TASCO to debit the customer's Financial Institution account under the Scheme for all monies payable to the Customer by TASCO on any account whatsoever but including:
 - a. cash sales amounts owed by the Customer to TASCO under the Agreement;
 - b. monthly debtors' account payments.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The Customer warrants and undertakes that it will at all times ensure that cleared funds are available to enable full and immediate payment under the Scheme.
2. The Customer agrees and acknowledges that any breach of this agreement shall be deemed a breach of the Agreement and that, apart from any other rights or remedies of which TASCO may seek to avail itself under the Agreement, TASCO shall have the right to withhold the supply of any further petroleum products until any breach of the Direct Debit Request Service Agreement has been remedied and TASCO has been paid or reimbursed any fees or charges incurred by TASCO of any nature whatsoever, including legal costs, arising directly or indirectly out of any breach by the Customer of the Direct Debit Request Service Agreement.
3. In the event that for any reason at any time TASCO is unable to obtain immediate payment under the Scheme from the Customer of any monies sought by TASCO to be paid under the Scheme, the Customer agrees to pay an administration fee with respect to any account outstanding outside TASCO's terms of payment as set by TASCO from time to time however the administration fee shall not exceed 1.5% per month of the outstanding balance.
4. In relation to any amount claimed or to be claimed by TASCO from the Customer under the Scheme, TASCO will furnish billing advice to the Customer in the following manner; by way of a GST (Goods and Services Tax) complying Tax Invoice.
5. The parties agree that this Scheme shall remain in operation as the mode of payment of all monies by the Customer to TASCO (unless TASCO agrees in writing to any variation of this provision) for as long as the Agreement remains in operation between the parties or any assignee or assignees of them or either of them and the Customer agrees and undertakes that it will not do anything, or omit to do anything, which would prejudice the ongoing operation of the Scheme as the mode of payment of all monies by the Customer to TASCO during the currency of the Agreement.
6. TASCO agrees to provide not less than 14 days notice to the Customer if it proposes to make any variation in the Direct Debit arrangements.
7. The Customer agrees to give TASCO not less than 7 days notice to request deferment, cancellation, alteration or the stopping of a Direct Debit drawing. Notice must be provided in writing to: The Credit Officer, TASCO Inland Australia Pty Ltd, PO Box 5034 Mildura VIC 3502 FAX: 03 50 237439 (Mildura Office) or PO Box 911 Albury NSW 2640 FAX: 02 60 231340 (Albury Office).
8. In the event that the Customer for any reason disputes the entitlement of TASCO to have direct debited a sum from its Financial Institution's account pursuant to the Scheme, it will detail its complaint, and the reasons therefore, in writing to TASCO who agrees that it will use its best endeavours, in good faith, to resolve the complaint promptly. If the Customer is dissatisfied with the response provided by TASCO, then the Customer can direct its claim to its Financial Institution who will respond to the complaint.
9. The Customer acknowledges that direct debiting through BECS is not available on all accounts, or with all Financial Institutions. The Customer acknowledges that it has been advised to check account details against a recent statement from the Financial Institution with whom it currently deals, for the purposes of this Agreement. If the Customer is uncertain as to whether its Financial Institution is a participant in the Scheme, it has been advised to check with the Financial Institution or proposed Financial Institution before completing any Direct Debit Request form for the benefit of TASCO.
10. In the event that any payment required to be made under this Agreement is due on a day that is not a business day, then the day for payment of that drawing shall instead be the succeeding business day.
11. In the event that the Customer is uncertain as to when a debit will be processed by its Financial Institution and paid to TASCO's account, it should make all necessary enquiries beforehand direct to TASCO.
12. The Customer acknowledges that in the event that its Financial Institution returns or dishonours a drawing made under the Scheme, TASCO will contact the customer by telephone to make separate arrangements to redraw the amount and any related Financial Institution fees from the Customer's Financial Institution account.
13. TASCO agrees that all Customer information, records and account details held by them will be kept confidential except for information provided to its Financial Institution to initiate drawings under the Scheme to its nominated Financial Institution account. The Financial Institution may also require such information to be provided in the event of a claim or in relation to an alleged incorrect or wrongful debit.

Signed for and on behalf of
TASCO INLAND AUSTRALIA PTY. LTD.
by its duly Authorised Agent:

Signed by the Customer:

Name

Name.....

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