

# **Direct Debit Request**

Request and Authority to debit the account named below to pay

## Hilti (Aust.) Pty Ltd ABN 44 007 602100

Request and Authority to debit	Your Surname or Company Name	
	Your Given Names or ABN/ARBN	"you"
	•	(Aust.) Pty Ltd, User ID 366874 to arrange, through its own financial minated account any amount Hilti (Aust.) Pty Ltd, has deemed payable
	account held at the financial	made through the Bulk Electronic Clearing System (BECS) from <i>your</i> institution you have nominated below and will be subject to the terms Debit Request Service Agreement.
Insert the name and address of financial institution at which account is held	Financial Institution Name	
	Address	
Insert details of account to be debited	Name/s on Account	
	BSB Number (must be 6 Digits)	
	Account Number	
Direct Debit Payment Advice	Please indicate if on the dire	ct debit day you would like to receive a payment advice from us by
	Email	
Acknowledgement	By <b>signing</b> and/or providing us with a <b>valid instruction</b> in respect to <b>your</b> Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Hilti (Aust.) Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.	
Payment Details	Debits will be made on the ten (10 <sup>th</sup> ) day of the month.	
Insert your signature and address	Signature	(if signing for a company, sign and print full name and capacity for signing e.g. director)
	Address	
	Date	/ /

#### **Direct Debit Request Service Agreement**

The following is your Direct Debit Service Agreement with Hilti (Aust.) Pty Ltd, ABN 44 007 602 100. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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.

#### **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 particular transactions where a debit is made.

direct debit request means the Direct Debit Request between us and you.

us or we means Hilti (Aust.) Pty Ltd, ABN 44 007 602 100, Level 5 Building G, 1 Homebush Bay Drive, PO Box 3217, Rhodes NSW 2138, you have authorised by signing 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.

#### 1. Debiting your account

- 1.1 By signing a *Direct Debit Request*, 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 debit arrangement between *us* and *you*.
- 1.2 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 *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*.
- 2. Amendments by us
- 2.1 We may vary any details of this agreement or any 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 or defer debit payment, or terminate this agreement by providing us with at least fourteen **(14) days** notification by writing to <a href="mailto:credit.australia@hilti.com">credit.australia@hilti.com</a>, or by telephoning us on 1800 257 393 during business hours.
- 4. Your obligations
- 4.1 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*.
- 4.2 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.
- 4. 3 You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1800 257 393 and confirm that notice in writing to us, Hilti (Aust.) Pty Ltd, Credit Services, PO Box 3217, Rhodes 2138, e-mail <a href="mailto:credit.australia@hilti.com">credit.australia@hilti.com</a>, as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.
- 5.2 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.
- 5.3 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.

### 6. Accounts

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

#### 7. Confidentiality

- 7.1 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.
- 7.2 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).

#### 8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

Hilti (Aust.) Pty Ltd Credit Department PO Box 3217 Rhodes NSW 2138

- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.