



# Auto Pay Form

Business Legal Name

Trading Name

Customer ID

Address (including Post Code)

AUTHORITY TO ACCEPT DIRECT DEBITS  
(not to operate as an agreement or assignment)

AUTHORISATION CODE

Please provide your Bank Account details below:

				-				
BSB								

Account Number											

## Agreement

I/We request you, **WINDCAVE PTY. LIMITED** to arrange for funds to be debited from my/our nominated account according to the fee schedule specified for the supply of goods and services. Windcave will debit the due amount from your nominated bank account as advised on your latest invoice on the 20th of the month following.

Your signature(s):

\_\_\_\_\_

Date:

/ /

## CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

### 1. Introduction

These Terms set out the binding agreement between you and us regarding the process you must follow to enable a direct debit facility from your nominated bank account; and your agreement that we may deduct amounts payable to us by direct debit from your nominated bank account.

### 2. Binding agreement

These Terms constitutes a legally binding agreement between you and us and govern the direct debit facility we establish with you. In consideration for the mutual exchange of promises, the parties agree to be bound by these Terms:

You must be a natural person over 18 years of age to agree these Terms; and,

You may agree these Terms as a representative of a body corporate (eg a corporation) but if you do so, you represent to us that you are authorised to bind the body corporate in the way contemplated in these Terms; and,

By agreeing these Terms you agree and warrant that you are a resident of a Territory; and,

You agree and warrant that any information you give to us under these Terms is truthful, accurate and not misleading.

If any information you give to us changes (eg your postal or email address), then you must update that information as early as practicable, otherwise we may not be able to supply our services to you or within the required time frames.

These terms are subject to the laws of the State of New South Wales, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

### 3. Identification

Before we initiate a direct debit facility for you, we must receive from you sufficient evidence to accurately verify:

your name, address and other contact information; and,

you are the holder of the bank account nominated by you. You

agree to provide any additional information reasonably required by us to complete clause 3.

### 4. Direct debit facility

You must pay solely by direct debit the amounts due under any current Payment Express agreement.

You agree that we may:

- initiate a direct debit facility from your nominated bank account; and,
- deduct payment for amounts due under any current Payment Express agreement by direct debit from your nominated bank account.

You must do all things reasonably necessary, including sign all applicable consents and authorities, to enable us to maintain a working direct debit facility from your nominated bank account in accordance with these Terms for the period that any amounts are payable by you under any current agreement.

You must ensure that you have sufficient funds available in your bank account to pay the amounts due under any current agreement on the dates those amounts are due for payment.

If there are insufficient funds in your bank account to enable a payment, then third party charges may be incurred, such as bank charges levied on you and us. You agree to be liable for and pay all such costs and charges if any deduction made by us in accordance with any agreement we have with you does not proceed because of your failure to maintain sufficient funds in your nominated bank account. You agree that we may use the direct debit facility to enable us to pay such costs and charges.

### 5. Our discretion

We may accept or reject any request by you to initiate a direct debit facility in our absolute discretion, without providing reasons for our decision.

### 6. Queries, disputes and cancellations

If you wish to query or dispute any direct debit we make from your bank account, or cancel any direct debit facility, please contact us as follows:

**Email:** the email address specified in the "Contact Us" section of our website;

**Post:** PO Box A2417, Sydney, NSW 1235

In particular circumstances, you acknowledge that direct debit disputes may need to be directed to your financial institution for resolution.

We will use our reasonable endeavours to resolve direct debit disputes and give effect to cancellations as soon as practicable.

#### 7. Changes to the direct debit facility

We will use our best efforts to give you at least 5 Business Days notice of any changes we need to make to the direct debit facility. If we need to make changes:

- to ensure the correct operation of your or our banking facilities; or,
- to protect the security of your or our information or banking facilities,

then it may not be practicable to give you notice before making those changes.

You acknowledge that we will need at least 5 Business Days to make any changes you request to your direct debit facility with us. You will need to make allowance for such time frames in any request to us.

#### 8. Notice

A notice relating to these Terms must be in legible, written English. We may give you notice by electronic mail, conventional mail, facsimile or personal service. You may give us notice only by email to the email address specified in the "Contact Us" section of our website. Notice is sent by the sender and received by the recipient:

- if delivered by hand, upon delivery to the receiving party; if sent by registered mail within Australia, 2 Business Days after the registration of the notice of posting;
- if sent by ordinary mail within Australia, 3 Business Days from and including the date of postage; or
- if sent by email, upon sender receiving back from recipient's email address a confirmation read receipt (including any receipts generated by automated means).

A reference to a person receiving a notice includes a reference to the recipient's officers, agents or employees.

If a notice is received outside business hours, then it is deemed received the next Business Day.

#### 9. Confidentiality

A party to these Terms must not disclose to any third party, without the prior written consent of the other party or as contemplated under this Agreement, any Confidential Information provided from the other. This obligation does not extend to information which:

- is, or becomes public knowledge without the fault of the receiving party; or
- is, or becomes available to the receiving party from a source other than the disclosing party.

Clause 9 survives termination.

#### 10. Liability

We exclude all implied conditions, warranties and terms, except those that cannot be excluded in law ("*Non excludible Condition*"), eg such as warranties under the *Trade Practices Act 1974* and the equivalent laws of a State or Territory.

To the extent permitted by law, our total liability for breach of any Non-excludable Condition (other than one implied by section 69 of the *Trade Practices Act 1974*) or for any other breach by us of these Terms (for which our liability is not excluded under this Agreement) is limited at our option, to any one of:

- resupplying or replacing, or paying the cost of resupplying any goods; or
- supplying again, or paying the cost of supplying any services again.

#### 11. Definitions

In this Agreement, unless the context indicates otherwise:

**"Assignment Agreement"** means the contract of that name between a lender and us, under which a lender agrees to provide funds to us;

**"Borrower"** means an entity holding a credit account from us, the service provider;

**"Borrower Terms & Conditions"** means the service contract between borrowers and us, under which borrowers agree the process they must follow to borrow money in the form of a credit account, and other general conditions regarding the use of our website and services;

**"Business Day"** means any day except Saturday or Sunday or a day that is a public or bank holiday in Sydney, New South Wales;

**"Confidential Information"** means confidential information of a party and includes information whether verbal, written or in some other form, including but not limited to electronic form relating to:

- (a) knowledge or information regarding the business transactions, accounts or finances, affairs, property, policies, procedures or activities of the party; and
- (b) any document or information which a party advises the other party is confidential.

**"Terms"** means the agreement consisting of clauses 1 to 11 of this document;

**"Territory"** means any State or internal territory of Australia;

**"We"** and **"Us"** means Windcave Pty. Ltd (ACN:111 433 339) (and its assignees);

**"Website"** means the website [www.windcave.com](http://www.windcave.com) including any materials and subdirectories accessible from and forming part of that website;

**"You"** means the person who enters into these Terms (other than us).