



Edgility  
 Suite 5.16, 55 Miller Street,  
 Pyrmont NSW Australia 2009  
 P. 61 2 9518 5955  
 F. 61 2 9660 3055  
 accounts@edgility.com.au

## Credit Card Direct Debit Request

**Edgility Account Number:** \_\_\_\_\_

**Request and Authority to debit the credit card below to pay *Fonelinc Pty Limited t/as Edgility***

**Request and Authority to debit**

Your Surname or company name \_\_\_\_\_

Your Given names or ABN/ARBN \_\_\_\_\_ "you"

request and authorise ***Fonelinc Pty Limited t/as Edgility*** to arrange, through its own financial institution, a debit to your nominated account any amount ***Fonelinc Pty Limited t/as Edgility***, has deemed payable by *you*.

This debit or charge will be made to the credit card you have nominated below and will be subject to the terms and conditions of the Credit Card Direct Debit Request Service Agreement.

Your nominated credit card will be debited on the **15th (Fifteenth) day** of each calendar month, for any amounts payable for the period ending the previous calendar month.

**Credit Card Details**

Direct debiting to credit cards does not form part of procedures governed by the Bulk Electronic Clearing System.

Please refer to procedures detailed in your cardholder terms and conditions provided by your Financial Institution.

Cardholder Name: \_\_\_\_\_

Cardholder Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Card Type:  Visa  Mastercard  Amex

Cardholder Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Acknowledgment**

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and ***Fonelinc Pty Limited t/as Edgility*** as set out in this Request and in your Direct Debit Request Service Agreement.

**Insert your signature and address**

Signature: \_\_\_\_\_

(If signing for a company, sign and print full name and capacity for signing eg. director)

Full Name (Print): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



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## Credit Card Direct Debit Request

The following is your Direct Debit Service Agreement with Fonelinc Pty Limited t/as Edgility ABN 88 092 285 955. The agreement is designed to explain what your obligations are when undertaking a Credit Card 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 Credit Card Direct Debit Request (CCDDR) and should be read in conjunction with your DDR authorisation.

### Definitions

**credit card** means the credit card held by you from which we are authorised to arrange for funds to be debited.

**agreement** means this Credit Card Direct Debit Request Service Agreement between you and us.

**debit day** means the day that payment by you to us is due.

**debit payment** means a particular transaction where a debit is made.

**credit card direct debit request** means the Credit Card Direct Debit Request between us and you.

**us or we** means Fonelinc Pty Limited t/as Edgility, (the Debit User) you have authorised by requesting a Credit Card Direct Debit Request.

**you** means the customer who has signed or authorised by other means the Credit Card Direct Debit Request.

**your financial institution** means the financial institution nominated by you on the CCDDR at which the credit card is maintained.

### 1. Debiting your credit card

1.1 By signing a *Credit Card Direct Debit Request* or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your credit card. You should refer to the *Credit Card 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 credit card as authorised in the *Credit Card Direct Debit Request*.

**Or**

We will only arrange for funds to be debited from your credit card if we have sent to the address nominated by you in the *Credit Card Direct Debit Request*, a billing advice which specifies the amount payable by you to us and when it is due.

### 2. Amendments by us

2.1 We may vary any details of this *agreement* or a *Credit Card 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 credit card debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to:

**Fonelinc Pty Limited t/as Edgility**  
**Suite 5.16, 55 Miller Street, Pyrmont NSW Australia 2009** or  
by telephoning us on **61 2 9518 5955** during business hours; or

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

### 4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your credit card 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 also incur fees or charges imposed or incurred by us; and

(b) 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 credit card 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 **61 2 9518 5955** 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.

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 credit card 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) your credit card account details which you have provided to us are correct by checking them against a recent account statement; and

(b) with your financial institution before completing the *Credit Card Direct Debit Request* if you have any queries about how to complete the *Credit Card Direct Debit Request*.

### 7. Confidentiality

7.1 We will keep any information (including your account details) in your *Credit Card 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

**Fonelinc Pty Limited t/as Edgility**

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the *Credit Card Direct Debit Request*.

8.3 Any notice will be deemed to have been received on the third banking day after posting.