This is your Credit Card Direct Debit Service Agreement with ATF Services Pty Limited, ABN 54 060 402 048. It explains 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 Credit Card Direct Debit provider.

Please keep this agreement for future reference. It forms the terms and conditions of your Credit Card Direct Debit Request

Definitions

account means the credit card account held at your financial institution 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.

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 a particular transaction where a debit is made.

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

us or we means ATF Services Pty Ltd, (the Debit User) you have authorised by requesting a Credit Card Direct Debit Request.

you means the customer who has provided us with credit card details.

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

1. Debiting your account

1.1. By providing us with a valid instruction and credit card details, you have authorised us to arrange for funds to be debited from your credit card account. You should refer to 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 account as provided by you to us.

Or

We will only arrange for funds to be debited from your credit card account if we have sent to the address nominated by you, an invoice 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 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 payment, or terminate this agreement by providing us with at least fourteen (14) days notification by contacting us:

Post: Direct Debits,
ATF Services Pty Ltd,
PO Box 47
Concord NSW 2137

Email: accounts@atfservices.com.au

or

by telephoning us on 02 8860 8150 during business hours;

or

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

*Note: in relation to the above reference to ‘change’, your financial institution may ‘change’ your credit card debit payment only to the extent of advising us ATF Services Pty Ltd of your new account details.

4. Your obligations

4.1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a payment to be made.

4.2. If there are insufficient clear funds in your account to meet a credit card 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 credit card 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 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 credit card, you should notify us directly by emailing accounts@atfservices.com.au or by phoning 02 8860 8150 and confirm this in writing with us as soon as possible so that we can resolve your query quickly. Alternatively you can take the matter 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 account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence of the finding in writing.
6. Accounts

You should check:
(a) with your financial institution whether direct debiting is available from your credit card 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

7. Confidentiality

7.1. We will keep any information including your account details 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 ATF Services Pty Ltd by email: accounts@atfservices.com.au or post: Attn: Direct Debits, ATF Services Pty Ltd, PO Box 47 Concord NSW 2137

8.2. We will notify you by sending a notice in the ordinary post to the address you have given us.

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