



48 Edinburgh Road ,
Mooolbark , Vic 3138
ACN: 101925 268
Phone: (03) 9780 9998
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Direct Debit Request

REQUEST & AUTHORITY TO DEBIT THE ACCOUNT OR CREDIT CARD NAMED BELOW TO JIM'S GROUP
MONTHLY

Please specify which account the Direct Debit Request is for by ticking "✓" in the box below. You may tick more than one option

☐ Marketing Contribution & Others

Request and Authority to Debit

Surname _____ Given Name _____

Company Name _____ ACN _____

Fse/Fso Territory /Region Name: Jim's _____

Address: _____ Post Code _____ -

Email: _____ Mobile: _____

("you") request and authorise Jim's Group (user ID 060672) to arrange for any amount Jim's Group may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution referred to below subject to the terms and conditions of Direct Debit Request Service Agreement (enclosed) and any further instructions provided below.

Request of Direct Debit of Bank Account

Name of account _____

BSB Number: |__|__|__| -- |__|__|__|

Account Number: |__|__|__|__|__|__|__|__|__|

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Jim's Group as set out in this Request and in your Direct Debit Request Service Agreement.

1. The Direct Debit will be made at monthly intervals until we advise otherwise.
2. You must provide written notice to Jim's Group should you wish to defer, cancel or alter these direct debit arrangements. Please post these to Jim's Group as the address above.
3. It is your responsibility to ensure that you have sufficient clear funds available in your account by the due date to permit payment of the Direct Debit.
4. If the Direct Debit is returned unpaid by the Financial Institution, Jim's Group will contact you to seek further instructions, and may take other action under your franchisee agreement

Signature

Signature: _____

(If signing for a company, sign and print full name and capacity for signing e.g. Director)

Date: ____/____/____/

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*.

business 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.

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

Jim's Group means Jim's Group Pty Ltd ACN 101 925 268.

us or **we** means Jim's Group, the Debit User *you* have authorised by signing a direct debit request.

you or **your** means the customer who signed the *direct debit request*.

your financial institution is the financial institution where you hold the *account* that *you* have authorised *us* to arrange to debit.

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 arrangement between both parties.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Changes by us

- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

3. Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangement under a direct debit request by contacting us on 03 9780 9888.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least thirty (30) days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us thirty (30) days notice in writing before the next debit day. This notice should be given to us in the first instance.

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 03 9780 9888 and also provide written confirmation so that the matter can be resolved.
- 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 been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

6.1 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

- 7.2 We will keep any information (including your account details) in your direct debit request
- 7.2 We will only disclose information that we have about you:
 - (a) to the extent specifically 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, please write to the Accounts Department, Jim's Group Pty Ltd, 48 Edinburgh Rd, Mooroolbark Victoria 3138.
- 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 two business days after it is posted.

PLEASE POST TO JIM'S GROUP PTY LTD, 48 EDINBURGH ROAD, MOOROOLBARK, VICTORIA 3138

Please note this form must be completed and returned back to us as our bank requires the original of this document.