



## BUSINESS FUEL CARDS

### DIRECT DEBIT REQUEST AGREEMENT

- 1 **Introduction:** This Direct Debit Request Agreement (this “**DDR Agreement**”), in conjunction with the accompanying Direct Debit Request (the “**DDR**”), sets out the terms on which the Account Holder, who has signed or authorised the DDR, has authorised Business Fuel Cards Pty Ltd (“**BFC**”) to arrange for Due Amounts owing to BFC to be debited from the Account Holder’s account, as specified in the DDR (the “**DDR Account**”).
- 2 **Definitions:** Capitalised terms used in this DDR Agreement have the same meaning as those set out in the Terms and Conditions.
- 3 **Debiting arrangements:** The details of the Account Holder’s direct debiting arrangements are set out in the DDR. By signing or authorising the DDR, the Account Holder authorises BFC to debit Due Amounts that become payable to BFC from the DDR Account. BFC will only arrange for Due Amounts to be debited from the DDR Account on the Due Date if BFC has sent the Account Holder a Statement. If a Due Date falls on a day which is not a Business Day, the debit will be made on the next Business Day.
- 4 **Account Holder responsibilities:** The Account Holder shall ensure that:
- (a) its financial institution accepts direct debits on its DDR Account (and the authority given to BFC to debit the DDR Account is consistent with the account authority or signing instructions held by its financial institution); and
  - (b) the account details on its DDR are correct;
  - (c) there are sufficient funds in the DDR Accounts on the Due Date where, if a debit is unsuccessful because the DDR Account has insufficient funds, the Account Holder:
    - (i) will be charged a fee by BFC;
    - (ii) must either arrange for the debit to be made by another method or arrange for sufficient cleared funds to be in the DDR Account by an agreed time so that BFC can process the debit; and
    - (iii) may also be charged a fee by its financial institution;
  - (d) it verifies that the amounts debited from its DDR Account are correct; and
  - (e) it advises BFC if its DDR Account is transferred, closed, or has any account details changed (so that a suitable payment method for debiting arrangements can be put in place).
- 5 **Disputes:** If the Account Holder considers that there has been an error in debiting its DDR Account, it should contact BFC or refer the matter to its financial institution. Where BFC establishes that:
- (a) an error has occurred, BFC will arrange with the Account Holder’s financial institution to adjust the DDR Account (including for any interest and Charges) and notify the Account Holder about the adjustment; or
  - (b) an error has not occurred, BFC will notify the Account Holder and include reasons and, if applicable, evidence of its findings.
- 6 **Amendments:**
- (a) Unless the Account Holder is a Small Business, BFC reserves the right to vary this DDR Agreement at any time by giving five (5) Business Days’ notice in writing (including by electronic means) to the Account Holder.
  - (b) If the Account Holder is a Small Business, BFC will only change this DDR Agreement for one or more of the following reasons:
    - (i) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
    - (ii) to reflect any decision of a court, ombudsman or regulator;
    - (iii) to reflect a change in BFC’s systems or procedures, including for security reasons;
    - (iv) to respond to changes in the cost of providing the service;
    - (v) discontinue a product in which case BFC may change the terms of this DDR Agreement to reflect a different product with similar features to the discontinued product; or
    - (vi) to make this DDR Agreement clearer or to add features,but will only do so in order to protect its legitimate business interests, and only to the extent reasonably required to do this.
  - (c) BFC will notify the Account Holder of changes to this DDR Agreement by giving five (5) Business Days’ notice before the change takes effect, or such longer period as required by law, except where the Account Holder is a Small Business and the change is adverse to the Account Holder, in which case BFC will notify the Account Holder at least 20 (twenty) Business Days before the effective date of the change.



- (d) BFC is not obliged to give the Account Holder advance notice if an immediate change to this DDR Agreement is deemed necessary for the security of BFC systems or any Account Holder accounts.
  - (e) If the Account Holder is unhappy with the changes BFC have made to this DDR Agreement, the Account Holder may terminate this DDR Agreement.
  - (f) The Account Holder may stop, defer, cancel, and, in some instances, change the payments under the DDR by notifying BFC in writing at least 15 (fifteen) Business Days' before the next debit date.
- 7 **Notifications:** All notifications between the parties in relation to this DDR Agreement shall be given by email to the last known email address set out in the DDR. Any such notice will be deemed to have been on the next Business Day.
- 8 **Termination:** This DDR Agreement will remain in force until cancelled by either the Account Holder or BFC.
- 9 **Governing Law:** This DDR Agreement is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

**Please email the completed DDR and any other accompanying information to [sales@bfcards.com.au](mailto:sales@bfcards.com.au)**



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