

Links pay ABN: 96 134 528 279
Direct Debit Request Service Agreement

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with LinksPay and **ACTIVE FITNESS_{HQ}**. 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 Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorize LinksPay Pty Ltd (ABN: 96 134 528 279) Direct Debit User ID **382220** to make periodic debits on behalf of **ACTIVE FITNESS_{HQ}** as indicated on the Direct Debit Request.

I/We acknowledge that LinksPay is acting as a Direct Debit Agent for **ACTIVE FITNESS_{HQ}** and that LinksPay does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that LinksPay and **ACTIVE FITNESS_{HQ}** will keep any information (including account details) contained in the Direct Debit Request confidential. LinksPay and the Business 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.

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).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with **ACTIVE FITNESS_{HQ}**.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available. I/We agree that LinksPay will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
- 2) A payment request is received by LinksPay on a day that is not a Banking Business Day
- 3) A Payment request is received after normal operational hours, being 4pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise **ACTIVE FITNESS_{HQ}** to vary the amount of the payments from time to time as provided for within the **ACTIVE FITNESS_{HQ}** agreement. I/We authorise LinksPay to vary the amount of the payments upon instructions from **ACTIVE FITNESS_{HQ}**. I/We do not require LinksPay to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that **ACTIVE FITNESS_{HQ}** is to provide 30 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to **ACTIVE FITNESS_{HQ}**.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to **ACTIVE FITNESS_{HQ}**.

I/We acknowledge that any disputed debit payments will be directed to **ACTIVE FITNESS_{HQ}**. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by LinksPay.

I/We authorise LinksPay to attempt to re-process any unsuccessful payments as advised by **ACTIVE FITNESS_{HQ}**.

I/We acknowledge that if specified by **ACTIVE FITNESS_{HQ}**, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

I/We authorise:

- 1) The Debit User to verify details of my/our account with my/our financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

LinksPay Pty Ltd ABN: 96 134 528 279 P.O Box 6290, Upper Mt Gravatt, Queensland 4122 Ph: 07 3040 4320 Fax: 07 3343 8590