

# Direct Debit Request

Form of request for debiting amounts to accounts by Direct Debit System



American Express Merchant Number

Trading Name

ABN

I/we request and authorise American Express (User I.D. No. 125877), subject to the Direct Debit Request Service Agreement, to debit amounts in connection with our Merchant Services relationship with American Express Australia Limited, from my/our nominated account at the financial institution as follows:

Financial institution name

Branch

Address  Postcode

**The Schedule – Detail of account to be debited:**

Name of account

BSB number  -

Account number

**Acknowledgment:**

By signing this Direct Debit Request I/we acknowledge

- ▶ having read and understood the Direct Debit Request Service Agreement and agree to be bound by the terms of that agreement in addition to the terms and conditions for Card Acceptance; and
- ▶ that this Direct Debit Request requests and authorises American Express to debit amounts from my/our nominated account from time to time.

Authorised signatory/signatories: (to be signed in accordance with the authority to operate your financial institution account)

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

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

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

Please attach the completed Direct Debit Request to the signed American Express Card Acceptance Form and return to American Express at the following address:

American Express Australia Limited  
Merchant Services  
PO Box 1582  
Sydney NSW 2001  
Or Fax to: (02) 9271 2536

**NB.** The Direct Debit system cannot be used with passbook savings accounts or accounts outside Australia. To ensure that all account details are correct, we ask that you attach a voided cheque or deposit slip to your Direct Debit Request (simply write 'void' across the front).

American Express office use only :  Debit Balance  Physical Assets  Discount



## Direct Debit Request Service Agreement

1. This Agreement authorises American Express (User ID. No. 125877) to withdraw money from your nominated account set out in the Direct Debit Request form.
2. Before you complete the Direct Debit Request form, you must check that your nominated account can accept direct debits (some passbook savings accounts and credit cards and accounts outside Australia cannot have direct debits). Contact your financial institution to find out if we can withdraw money from your account by direct debit.
3. When you complete the Direct Debit Request form, you must:
  - ▶ carefully check that the account details are correct by comparing them with a recent statement, cheque or deposit slip from your financial institution; and
  - ▶ make sure your request is signed in accordance with your authority to operate your nominated account. Every nominated account holder must sign the Direct Debit Request form. The nominated account must belong to you.
4. If we want to change this Agreement, we will notify you 14 Calendar days in advance of any change. If you disagree with any change, please notify us within these 14 days.
5. Please notify American Express in writing if you want to:
  - ▶ change or cancel this Agreement, eg the amount you pay, how often you pay or to defer payment; or
  - ▶ change your nominated account details, we will require you to sign a new Direct Debit Request; or
  - ▶ stop or defer an individual payment.
6. If you want to dispute a debit that has been made from your nominated account, you should contact us immediately and we will respond to you within seven days. If we determine that your nominated account was incorrectly debited we will provide you with reasons for this finding. In either case, we will notify you of the result.
7. We will use our best endeavours to notify you in writing before debiting your nominated account. If the debit date is on a weekend or public holiday in Sydney, we will process your payment on the next business day.
8. You must make sure that sufficient cleared funds are available in your nominated account on the payment date. If there are insufficient funds and your financial institution dishonours the payment then:
  - ▶ any charges and tax on those charges incurred by your financial institution may be debited from your nominated account;
  - ▶ any charges and tax on those charges incurred by us may be debited from your account; and
  - ▶ the amount of the dishonoured debit will be debited to your account.You must advise us in writing if you close your nominated account.  
We also reserve the right to cancel the Direct Debit Request if any debit is returned unpaid by your financial institution.
9. We will keep your financial institution account details confidential. However, we will disclose these details:
  - ▶ if you consent; or
  - ▶ to the extent required by law, for example, if a court order requires disclosure; or
  - ▶ for the purposes of this Agreement, for example, to settle a dispute.
10. You indemnify us against all losses, costs, damages and liability that we suffer as a result of you giving us incorrect or false information in your Direct Debit Request. Your indemnity:
  - ▶ extends and covers all changes you make to your Direct Debit Request; and
  - ▶ continues after this agreement is ended.

In this Agreement, "American Express", "we", "us" and "our" means American Express Australia Limited ABN 92 108 952 085.