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Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Rapid Financial Services Solutions Pty Ltd ABN 25 603 888 179, AFSL 485573, User ID 502098 trading as RapidPay. It explains what your obligations are in relation to the direct debits you authorise under your Direct Debit Request (**DDR**). It also details our obligations to process direct debits authorised by you. Please keep this agreement and your DDR for future reference. They should be read together.

Definitions

account means the bank account, debit or credit card 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.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

biller means the sole organisation who has issued you with your RapidPay Reference Number.

debit day means the day a payment authorised by you is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request by which you authorise us to make payments to the biller.

Payment Plan means a plan for recurring instalments to be made by you to the biller by direct debit for a period of no longer than 24 months, as agreed by you and your biller and with no individual instalment exceeding \$240,000.

you means the customer who has signed or authorised by other means the Direct Debit Request.

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

1. Debiting your account

 - 1.1 By accepting this Direct Debit Request you authorise us to arrange for funds to be debited from your account for payment to the biller. You should refer to the Direct Debit Request and this agreement for the terms of the direct debit arrangement.
 - 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
 - 1.3 We reserve the right to reject your Direct Debit Request and notify you and the biller of the decision in the event your Direct Debit Request is incomplete or for any other reason.
 - 1.4 Your Payment Plan will commence within five (5) banking days, following our acceptance of your Direct Debit Request.

2. Direct Debit Authorisation

 - 2.1 By completing and signing the DDR, you authorise us to process direct debits from the account nominated on the DDR for the amounts payable by you to the single biller nominated in the DDR as agreed in any Payment Plan.
 - 2.2 We will only act upon the authorisation you give for amounts to be debited under the direct debit arrangement while the biller engages us to collect those amounts from you. We have no obligation to you to process any payment if the biller does not direct us to do so.

3. Amendments by us

 - 3.1 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.

4. Amendments by you

 - 4.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by: writing to the RapidPay Support Team by email at support@rapidpaylegal.com, or telephoning us on 1800 487 749 between 9:00am and 5:00pm (AEST) Monday to Friday. Alternatively, you may arrange a change, stop or deferral of a direct debit through your own financial institution, which is required to act promptly on your instructions.

5. Your obligations

 - 5.1 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.
 - 5.2 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 or the biller; 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.
 - 5.3 You should check your account statement to verify that the amounts debited from your account are correct.

- 5.4 You should check with your financial institution if you are uncertain of any of your obligations under this agreement.
6. Timing of Payments
- 6.1 Payments from your account will be processed on the same day if received by your financial institution before 5.00pm AEDT on a banking day. Otherwise, the payment will be processed on the next banking day.
- 6.2 Funds can take up to three (3) banking days to clear and be disbursed to your biller from the time the payment request is received by your financial institution.
- 6.3 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.
7. Dispute
- 7.1 If you believe that there has been an error in debiting your account, you should email us directly at support@rapidpaylegal.com and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution. You authorise us to provide your financial institution with any information it may require in connection with investigating your claim.
- 7.2 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.
- 7.3 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 for this finding in writing.
8. Accounts
- 8.1 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. If your financial institution does not process direct debits from your account, you must advise us immediately;
 - (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 DDR if you have any queries about how to complete it.
9. Confidentiality
- 9.1 We will keep any information (including your account details) in your Direct Debit Request 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. For more

information on our privacy measures please refer to our Privacy Policy: www.rapidpay.com.au/Home/Privacy. You will be taken to have accepted the Privacy Policy on acceptance of this agreement.

9.2 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).

10. Notice

10.1 If you wish to notify us in writing about anything relating to this agreement, you should contact the RapidPay Support Team by email at support@rapidpay.com.au,

10.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

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

Last updated March 2023