



## **Direct Debit Authority**

### **Authority to debit**

This document is to authorise Hilti (Aust.) Pty Ltd, User ID 366874 to arrange, through its own financial institution, a debit to your nominated account any amount Hilti (Aust.) Pty Ltd, has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated in the credit application and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

**Hilti (Aust.) Pty Ltd**

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**Direct Debit Request Service Agreement**

The following is your Direct Debit Service Agreement with Hilti (Aust.) Pty Ltd, ABN 44 007 602 100. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. 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 authorisation.

**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*.  
**banking 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.  
**debit payment** means particular transactions where a debit is made.  
**direct debit request** means the Direct Debit Request between *us* and *you*.  
**us or we** means Hilti (Aust.) Pty Ltd, ABN 44 007 602 100, Level 5 Building G, 1 Homebush Bay Drive, PO Box 3217, Rhodes NSW 2138, *you* have authorised by signing a *Direct Debit Request*.  
**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 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 debit arrangement between *us* and *you*.  
1.2 We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by you in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.  
1.3 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*.

**2. Amendments**

We may vary any details of this *agreement* or any *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice.

**3. Your obligations**

3.1 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*.  
3.2 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*.  
3.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

**4. Dispute**

4.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 1800 257 393 and confirm that notice in writing to *us*, Hilti (Aust.) Pty Ltd, Credit Services, PO Box 3217, Rhodes 2138, e-mail [credit.australia@hilti.com](mailto:credit.australia@hilti.com), as soon as possible so that *we* can resolve your query more quickly. Alternatively *you* can take it up with *your financial institution* direct.  
4.2 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.  
4.3 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.

**5. Accounts**

*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*.

**6. Confidentiality**

6.1 *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.  
6.2 *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).

**7. Notice**

7.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should email [credit.australia@hilti.com](mailto:credit.australia@hilti.com).  
7.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.  
7.3 Any notice will be deemed to have been received on the third *banking day* after posting.

**Signature of Authorised Representative**

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**Date**

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