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Kit Direct Debit Service Agreement

	Direct Debit Request Service Agreement
<p>This is your Direct Debit Service Agreement with Hay Limited, User ID 399438 ABN 34 629 037 403 (the Debit User). It explains 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.</p> <p>Please keep this agreement 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.</p>	
Definitions	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>customer arrangement means the agreement between <i>you</i> and the <i>initiator</i> to which you agree to make payment for the services provided by the <i>initiator</i>.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>Direct Debit Request means the written, verbal or online request between <i>us</i> and <i>you</i> to debit funds from your <i>account</i>.</p> <p>initiator means Kit 38 633 072 830, from whom <i>we</i> will receive instructions to perform the <i>debit payment</i>.</p> <p>us or we means Hay Limited, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you or your means the customer who has authorised the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution at which you hold the <i>account</i> you have authorised us to debit.</p>
<p>1. Debiting your account</p> <p>Direct De</p>	<p>1.1 By submitting a <i>Direct Debit Request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. The <i>Direct Debit Request</i> and this <i>agreement</i> set out the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p>



	<p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct your <i>financial institution</i> to debit your <i>account</i> on the following <i>banking day</i>. If you are unsure about which day your <i>account</i> has or will be debited you should ask your <i>financial institution</i>.</p>
2. Amendments by us	<p>2.1 We may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving you at least fourteen (14) days written notice.</p>
3. Initiator obligations	<p>3.1 It is responsibility of the <i>initiator</i> to only provide us with details of a required <i>debit payment</i> when you have an obligation to make a payment as outlined in the <i>customer arrangement</i></p> <p>3.2 It is responsibility of the <i>initiator</i> to cease providing us with details of a required <i>debit payment</i> when you have cancelled or suspended the Direct Debit Request</p> <p>3.3 It is responsibility of the <i>initiator</i> to cease providing us with details of a required <i>debit payment</i> when the <i>customer arrangement</i> to which the payment relates has been terminated</p> <p>3.4 It is responsibility of the <i>initiator</i> to investigate any disputes of a <i>debit payment</i> taken from your <i>account</i> and inform us of their findings</p> <p>3.5 It is responsibility of the <i>initiator</i> to communicate any changes to this <i>agreement</i> or a <i>Direct Debit Request</i> sent to the email you provide as part of your <i>customer arrangement</i>.</p>
4. How to cancel or change direct debits	<p>You can:</p> <ul style="list-style-type: none">(a) cancel or suspend the Direct Debit Request; or(b) change, stop or defer an individual debit payment at any time by giving the <i>initiator</i> at least 3 days notice. <p>To do so, support@heykit.com.au</p> <p>You can also contact your <i>financial institution</i>, which must act promptly on your instructions.</p> <p>Should you wish to alter the <i>debit payment</i> or <i>debit day</i> contact the <i>initiator</i>. Altering schedule is solely at the discretion of the <i>initiator</i>. The <i>initiator</i> may charge a fee for this service. The <i>initiator</i> shall notify you of these fees.</p>
5. Your obligations	<p>5.1 It is your responsibility to ensure that there are sufficient clear funds available in your <i>account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>5.2 If there are insufficient clear funds in your <i>account</i> to meet a <i>debit payment</i> :</p> <ul style="list-style-type: none">(a) we cannot honour the transaction;(b) you must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in your <i>account</i> by an agreed time so that we can process the <i>debit payment</i>.



	<p>5.3 You should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p>
6. Dispute	<p>6.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify the <i>initiator</i> directly on:</p> <p>Kit support@heykit.com.au</p> <p>Alternatively <i>you</i> can contact <i>your financial institution</i> for assistance.</p> <p>6.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging within a reasonable period for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. The <i>initiator</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>6.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited the <i>initiator</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
7. Accounts	<p><i>You</i> should check:</p> <ul style="list-style-type: none">(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.(b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
8. Confidentiality	<p>8.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>8.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none">(a) to the extent specifically required by law; or(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).



9. Contact	<p>9.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should contact the <i>initiator</i> directly on:</p> <p>Kit support@heykit.com.au</p> <p>The <i>initiator</i> will in turn contact <i>us</i> if they require any clarification relating to this <i>agreement</i> before responding to <i>you</i>.</p> <p>9.2 The <i>initiator</i> will notify <i>you</i> by sending a notice to the email <i>you</i> provide as part of <i>your customer arrangement</i>.</p> <p>9.3 Any notice will be deemed to have been received on the second <i>banking day</i> after sending.</p>
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PayTo Service Level Agreement

<p>This is your PayTo Service Agreement with Hay Limited. It explains what your obligations are if you ask us to establish a PayTo payment agreement. It also details what our obligations are to you.</p>	
Definitions	<p>account means the account held at your financial institution from which we are authorised to arrange for payments to be made on your behalf.</p> <p>account number means the BSB and account number for the account.</p> <p>authorisation means your authorisation of the payment arrangement or amendment of the payment arrangement with your financial institution.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>Mandate Management Service means the secure database managed by NPP Australia Limited on behalf of our financial institution and if it supports PayTo services, your financial institution.</p> <p>NPP Addressing Service means the database of account proxy identifiers maintained by NPP Australia Limited.</p> <p>PayID means the identifier which you have registered in the NPP Addressing Service and which you provide to us as the identifier for your account.</p>



	<p>Our financial institution means the institution which processes payments under the payment agreement for us.</p> <p>Payee means the party requesting and receiving your payment. You are the customer, making the payment.</p> <p>Payment agreement means the payment agreement between you and us which authorises us to arrange for payments to be made from your account.</p> <p>Payment day means the day that payment by you to us is due.</p> <p>Payment means a particular transaction where a payment is made from the account.</p> <p>Payment agreement creation request means your request to us to create the payment agreement on your behalf.</p> <p>Payment terms mean the value, cap and/or frequency of payments that you authorise us to arrange to be made under the payment agreement.</p> <p>Service Agreement means the terms of this document. Us or we means Hay Limited (the MPS User).</p> <p>You means the customer who is authorised to operate the account.</p> <p>Your financial institution means the financial institution at which the account is held.</p>
1. Establishing a Payment Agreement	<p>1.1 By requesting us to establish a payment agreement, you have consented to us using, disclosing and recording your details, including the account or PayID details you have provided to us, and the details of the payment agreement in the Mandate Management Service operated by NPP Australia Limited as a payment agreement creation request.</p> <p>1.2 Not all financial institutions offer PayTo services. If your financial institution does not offer PayTo services, we will let you know and offer you an alternative payment option.</p> <p>1.3 If your financial institution supports PayTo, your financial institution will retrieve the payment agreement creation request and deliver it to you, for you to view and to authorise at your discretion.</p> <p>1.4 Your authorisation of the payment agreement creation request is required to be given to your financial institution in order for the payment agreement to be established. If your account is</p>



	<p>a joint account, your financial institution may need all joint account holders to authorise the payment agreement.</p> <p>1.5 The method by which your financial institution communicates and delivers the payment agreement creation request to you is up to your financial institution.</p>
2. Viewing the Payment Agreement	<p>2.1 Your financial institution will provide you with a facility to view the payment agreements you have authorised. You may also contact us to confirm details of your payment agreement with us at support@heykit.com.au</p>
3. Payments under the Payment Agreement	<p>3.1 As soon as a payment agreement is established, we may arrange for payment to be made from your account.</p> <p>3.2 We will only arrange for payments to be made from your account in accordance with the payment agreement.</p> <p>3.3 Before we arrange for any payment to be made, we or our financial institution will check the payment agreement in the Mandate Management Service to ensure it remains valid and active (that is, that it has not been suspended or cancelled, or otherwise amended, by you).</p> <p>3.4 If the payment agreement requires us to send you a billing advice before we arrange for payment to be made from your account, we will only arrange for the payment to be made from your account if we have sent a billing advice which specifies the amount payable by you to us and when it is due to the email or physical address provided by you to us when requesting us to establish the payment agreement. The PayTo service is a 24/7 service, which means the payment day may fall on a day which is not a banking day. If that is the case, we may arrange for payment to be made on that day. However, we may also choose to direct your financial institution to make the payment from your account on the first banking day after the payment day. If you are unsure about which day payments under the payment agreement will be made from your account, you should check with your financial institution.</p>
4. Amendments by us	<p>4.1 We may vary any details of this Service Agreement and any of our details included in the payment agreement at any time by giving you at least fourteen (14) days written notice.</p>



	<p>4.2 If we wish to vary any payment terms of the payment agreement, where required we will submit these as requested amendments to the payment agreement in the Mandate Management Service. Your financial institution will notify you of the amendment and seek your authorisation (where required). This will be recorded in the Mandate Management Service for the amendment to take effect.</p> <p>4.3 We may suspend or cancel the payment agreement at any time. If we do so, we will not be able to arrange for payments to be made from your account.</p> <p>4.4 The status of our payment agreement with you will be as represented by the record of the payment</p>
5. Amendments by you	<p>5.1 You may change your account number or PayID in our payment agreement, or suspend or cancel our payment agreement via your financial institution, which is required to act promptly on your instructions by modifying the record of the payment agreement in the Mandate Management Service.</p>
6. Your obligations	<p>6.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a payment to be made in accordance with the payment agreement.</p> <p>6.2 If there are insufficient clear funds in your account to meet a payment:</p> <ul style="list-style-type: none">(a) we may re-try up to three times on the payment day to have the payment made, and on each successive day until the payment is made;(b) you may be charged a fee and/or interest by your financial institution;(c) you may also incur fees or charges imposed or incurred by us; and(d) failing payment under a re-try being successful, you must arrange for the 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 payment. You should check your account statement to verify that the amounts debited from your account are correct.
7. Dispute	<p>7.1 The record of the payment agreement in the Mandate Management Service is evidence of the value and frequency of payments that you have authorised us to have made from your account. If you believe that there has been an error relating to payments from your account, you may notify us directly on support@heykit.com.au so that we can resolve your claim quickly.</p>



	<p>7.2 If we conclude as a result of our investigations that a payment has been made incorrectly from your account, 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.</p> <p>7.3 If we conclude as a result of our investigations that a payment has not been made incorrectly from your account, we will respond to your query by providing you with reasons and any evidence for this finding in writing.</p> <p>7.4 As an alternative to contacting us in the first instance, you may contact your financial institution. Your financial institution will be able to review the payment agreement in the Mandate Management Service and the payment/s you believe have been made in error, and if appropriate recover the payment/s (plus interest and charges) from us.</p>
8. Accounts	<p>You should check:</p> <ul style="list-style-type: none">(a) with your financial institution whether PayTo is available from your account;(b) that your account details are in the correct format or the PayID which you have provided to us are correct; and with your financial institution if you have any queries about PayTo.
9. Confidentiality	<p>9.1 We will keep any information (including your account details or PayID details) in your payment agreement creation 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.</p> <p>9.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none">(a) to the extent specifically required by law; or(b) for the purposes of this service agreement (including disclosing information in connection with any query or claim).
10. Notice	<p>If you have created a Payment agreement with a Payee such as a merchant, you will need to review any notice periods required by the Payee before cancelling the Payment agreement. Cancelling a Payment agreement does not cancel a contract or service you have in agreed to with the</p>



	<p>Payee and you may incur fees if you have missed a payment.</p> <p>See Section 5. above , Amendments for changing, suspending or cancelling a Payment agreement.</p>
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