

## **CUSTOMER DIRECT DEBIT SERVICE AGREEMENT**

### **OUR COMMITMENT TO YOU**

This document outlines our service commitment to you, in respect of the Debit Request ("DR") arrangements made between Collection House (NZ) Limited ("Collection House")(Company number: 972156)(Merchant Number: 331410944) and you.

It sets out your rights, our commitment to you and your responsibilities to us, together with where you should go for assistance.

### **INITIAL TERMS OF THE ARRANGEMENT**

In terms of the DR arrangements made between us and signed by you, we undertake to periodically debit your nominated card account for the agreed amount in respect of the debt outstanding to Collection House.

### **DRAWING ARRANGEMENTS**

The first drawing under this DR arrangement will occur on the day which has been agreed to, or, in the event of delayed receipt of the attached Debit Request, the next payment date due thereafter.

**Please Note** that all drawings under this DR arrangement will occur on the day which has been agreed, even if such a scheduled drawing falls due on a non-business day; that is, a Saturday, a Sunday or a public holiday. In the event that, for whatever reason, a drawing cannot be effected on the scheduled date, then it will be effected on the next available day following the scheduled date.

We will give at least fourteen (14) days notice in writing, or via some other form of communication, when changes to the initial terms of arrangement are made. This notice will state details of any changes to the initial terms.

If you wish to discuss any changes to the initial terms, please contact our office.

### **YOUR RIGHTS**

#### **CHANGES TO THE ARRANGEMENT**

If you want to make changes to the drawing arrangements, contact us by phone or in writing. These changes may include:

- Changing the due date, the scheduled frequency and/or the scheduled payment amount.
- Changing the card account details.
- Cancelling or suspending the DR.

**Please Note: Any requested changes to the due date, the scheduled frequency and / or scheduled repayment amount, if agreed to by Collection House, or changes to card account to be debited, will require you (or the card account holder) to complete a new DR.**

#### **ENQUIRIES**

Direct all enquiries to us, rather than to your financial institution. These should be made at least seven (7) business days prior to the next scheduled drawing date.

All communications addressed to us should include your name, current address, contact phone number, customer reference number and date for the next DR arrangement.

In accordance with our company's Privacy Policy, all personal customer, or third party, information held by us, in relation to this DR, will be kept strictly confidential except that information provided to the financial institution necessary to initiate the Debit drawing against the nominated card account.

## **DISPUTES**

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us.

You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing.

If you do not receive a satisfactory response from us to your dispute, contact your card provider who will respond to you with an answer to your claim.

**Please note** that any such dispute must be lodged with your card provider within thirty (30) days, of receiving the statement of account in which the amount, or part of the amount, was first shown.

## **YOUR COMMITMENT TO US**

- It is your responsibility to ensure that:
- The nominated card account can accept debit requests; your financial institution can confirm this to you.
- That on each due drawing date there is always sufficient credit available in the nominated card account to cover the scheduled repayment amount.
- That you advise us seven (7) business days in advance if the nominated card account is transferred or closed.

## **DECLINED DEBIT PAYMENT**

If there is **insufficient credit** in your card account to meet a debit payment on the due date:

- Collection House is under no obligation or commitment to represent the debit request to your card provider; however, we may, at our discretion, represent a debit request declined due to insufficient credit.
- If a represented debit is declined, then Collection House reserves the right to suspend the presentation of further debit requests without prior notice to you.
- You may be charged a fee by your card provider for any declined debit request; your card provider can confirm this to you.
- You must arrange for a declined debit payment to be made by another method, or arrange for sufficient clear credit to be in your card account, by an agreed time, so that, if agreed, we can represent the debit request.
- If you do not make an arrangement to rectify the declined payment, then this DR arrangement may be cancelled by us, without prior notice to you, and the full outstanding balance will become immediately due and payable.

## **ENQUIRIES**

Should you, or the account holder, have any queries or concerns with respect to the rights or obligations of either party to this Debit Request Agreement, please contact our office.

Yours faithfully  
**COLLECTION HOUSE (NZ) LIMITED**

*Collection House (NZ) Limited*