
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*.

business 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 a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

transitional period means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding 12 calendar months from that date.

us or *we* means National Australia Bank Limited – Business Card, the Debit User *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

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 arrangement between *us* and *you*.
 - 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.
 - 1.3 If the *debit day* falls on a day that is not a *business day*, we may direct *your financial institution* to debit *your account* on the following *business day*.

If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.
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2. Changes by us

- 2.1 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.
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3. Changes by you

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 13 10 12.
 - 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least thirty (30) days before the next *debit day*. This notice should be given to *us* in the first instance.
 - 3.3 *You* may also cancel *your* authority for *us* to debit *your account* at any time by giving *us* thirty (30) days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.
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4. Your obligations

- 4.1 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*.
- 4.2 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*.

- 4.3 You should check *your account* statement to verify that the amounts debited from *your account* are correct.
 - 4.4 If National Australia Bank Limited – Business Card is liable to pay goods and services tax (“GST”) on a supply made in connection with this *agreement*, then *you* agree to pay National Australia Bank Limited – Business Card on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
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5. Dispute

- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 13 10 12 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
 - 5.2 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.
 - 5.3 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.
 - 5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.
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6. 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*.
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7. Confidentiality

- 7.1 *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.
 - 7.2 *We* will only disclose information that *we* have about *you*:
 - (a) to the extent specifically required by law; or
 - (b) for the purpose of this *agreement* (including disclosing information in connection with any query or claim).
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8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:
Commercial Cards Australia
National Australia Bank Limited
GPO Box 9992
Melbourne Victoria 3001
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received two (2) *business days* after it is posted.

**Request and Authority to debit the account named below to pay
National Australia Bank Limited – Business Card**

Request and Authority to debit

Surname or Company name

Given name/s or ACN/ABN

 (“you”)

request and authorise *National Australia Bank Limited – Business Card* (Debit User Identification number 6701) to arrange for any amount *National Australia Bank Limited – Business Card* may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to *National Australia Bank Limited – Business Card* subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided below).

Insert the name and address of financial institution at which account is held

Financial institution name

Address

Insert details of account to be debited

Name of account

BSB number

Account number

Acknowledgment

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and *National Australia Bank Limited – Business Card* as set out in this Request and in your Direct Debit Request Service Agreement.

Payment Details

Debits may be made on the “Debit Day” as that term is defined in the “Terms and Conditions of the Card Facility” applicable to your Facility.

Insert your signature and address

Signature (If signing for a company, sign and print full name and capacity for signing eg director)

Address

Postcode

Date

National use only

Commercial Card account number

Proprietors/Directors

Surname First name

Middle name(s) DOB

Surname First name

Middle name(s) DOB

Surname First name

Middle name(s) DOB

*If your business has more than 3 directors/proprietors, please provide details on a separate sheet.

Business Account Details

Credit funds to BSB - Account number Account name

Debit fees to BSB - Account number Account name

Both nominated accounts must be BUSINESS ACCOUNTS. Personal accounts cannot be used.

Merchant Facility

Are you a current merchant account holder with NAB? No Yes If yes, provide your Merchant Number

Do you wish to add another facility to an existing NAB account? No Yes If yes, provide relevant Merchant Number

Do you currently have, or have you ever held, merchant facilities in this or any other business name? Yes No

What name are/were these facilities held in?

At which financial institution were they held?

Were these facilities terminated by the financial institution for any reason? Yes No

Nature of Transactions

	Historic	Projected	Source	
Average number of credit card sales per month	<input type="text"/>	<input type="text"/>	Face-to-Face	<input type="text"/> %
Average credit card sale amount	<input type="text"/> \$	<input type="text"/> \$	Mail/Telephone	<input type="text"/> %
Total annual business turnover (includes cash, cheques, cards etc)	<input type="text"/> \$	<input type="text"/> \$	Internet	<input type="text"/> %
			Recurring	<input type="text"/> %
			Total	<input type="text"/> 100%

Does your business take prepayment or partial payment prior to delivery of goods and services (including subscriptions and memberships)? Yes No

What percentage of your credit card sales are prepaid? % What is the average period of prepayment terms? Days

What is your average total outstanding value of prepayment of more than 7 days?

\$

Comments

Website Details and Minimum Requirements

How will you be processing transactions? NAB Transact Other Payment Gateway

Name of payment gateway if applicable

I/we are using: (please choose one only)

MOTO Hosted Payment Page NAB Transact Direct Post API (If you use an API this means your application will store, process and/or transmit card numbers, and the Payment Card Industry Data Security Standards (PCI DSS) apply. You will need to provide proof of compliance with the relevant PCI mandates in the form of a PCI Certificate of Compliance. If you use an external hosting or processing service provider you will also need to provide their Certificate)

PCI DSS Attestation of Compliance attached (refer to www.pcisecuritystandards.org/saq for details)

Additional comments

My/our website is active and accessible for navigation

Website address

I/we own the domain name for my/our website

Additional comments

My/our website displays my/our business name, ABN, contact details, location address, landline telephone number, facsimile number and email address

Additional comments

My/our website clearly displays the products and/or services being offered to our customers including price

Additional comments

My/our website clearly displays my/our refunds & returns policies and how transactions can be cancelled

Additional comments

My/our website clearly displays my/our delivery instructions and/or time frames

Additional comments

My/our website clearly displays my/our privacy policy and information regarding how I/we will protect information gathered from our customers and their cardholder information

Additional comments

My/our website clearly displays the measures we have in place to secure cardholder account data

Additional comments

My/our website clearly displays that our business is an Australian business and the prices displayed are in Australian Dollars (AUD) only. If we operate a multicurrency merchant facility, prices in authorised foreign currencies are displayed.

Additional comments

The payments page for my/our website is ready for assessment

Additional comments