



A.C.N. 055 500 939  
 Business Management Services Group  
 Locked Bag 888  
 Clayton South Vic. 3169

**Direct Debit Request**

Insert name of Financial Institution		
Insert address of Financial Institution at which your account is held		
Insert your name in full:	I/We	
	(Surname or Company Name)	(Given Names or ACN/ARBN)
Request you until further notice in writing to debit my/our account / Credit card described in the schedule below, any		
amounts which	PPG INDUSTRIES AUSTRALIA PTY LTD A.C.N. 055 500 939	
(User ID Number	154015	) may debit or charge me/us through the Direct Debit System
I/We understand and acknowledge that:		
<ol style="list-style-type: none"> <li>The Financial Institution may, in its absolute discretion, determine the order of priority of payment by it of any moneys pursuant to this Request or any authority or mandate.</li> <li>The Financial Institution may, in its absolute discretion, at any time by notice in writing to me/us, terminate this Request as to future debits.</li> <li>The User may, by prior arrangement and advice to me/us, vary the amount or frequency of future debits.</li> </ol>		
Customer signature(s)		
	(If joint account all signatures may be required)	
Customer address:		
	City:	Postcode:      Email:

**THE SCHEDULE - BANK ACCOUNT**

Insert name of account which is to be debited:		
BSB Number:		
Account No		
Note: Direct Debiting is not available on the full range of accounts. If in doubt, please refer to your Bank or Financial Institution		

**FREQUENCY**

Beginning on	___ / ___ / ___ on the <b>Fifteenth</b> day of each month	
For:	<input type="checkbox"/> Business Manager <input type="checkbox"/> EQ <input type="checkbox"/> Access Parts <input type="checkbox"/> Audanet Link <input type="checkbox"/> SMS <input type="checkbox"/> E-Quoting <input type="checkbox"/> Paint Manager	

<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>

## Debiting Your Account

- 1.1 By signing a Direct Debit Request you authorise us to debit funds from your account. Please refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you. Prior to signing a Direct Debit Request you should have read and understood this agreement and agree to be bound by its terms. Where you have already signed a Direct Debit request prior to the receipt of this agreement you should advise us or your financial institution if you wish it to be cancelled.
- 1.2 We will 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.

## Changes by us

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

## Changes by you

- 3.1 Subject to 3.2 and 3.3, you can change the arrangements under a Direct Debit Request by writing to us at PPG Industries Australia Pty Limited, (PPG) Locked Bag 888, Clayton South Vic 3169, or by fax on 03 9263 6970.
- 3.2 If you want to cancel or defer a debit payment you must advise us or your financial institution at least 10 business days prior to the next debit day. This notification should be sent to PPG and/or your financial institution.
- 3.3 You may cancel your authority for us to debit your account by providing us or your financial institution with 10 business days notice in writing before the next debit day. This notice should be sent to PPG and/or your financial institution.

## Your Obligations

- 4.1 It is your responsibility to ensure that sufficient clear funds are available 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:
  - i) you may be charged a fee and/or interest by your financial institution;
  - ii) you may incur fees or charges imposed or incurred by us; and
  - iii) 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 the debit payment can be drawn.
- 4.3 You should check your account statement to check that the amounts debited are correct.
- 4.4 If we are liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate. You should also be aware of your obligations under clause 6 of this agreement.

## Dispute

- 5.1 If you believe that there has been an error in debiting your account you should notify us (and/or your financial institution) on 03 9263 6000 or write to PPG Industries Australia Pty Limited, Locked Bag 888, Clayton South Vic 3169.
- 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 accordingly.
- 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 (if we deem it appropriate) for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us initially so that we can attempt to resolve the matter between us and you. You can also refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## Accounts

- 6.1 You should check:
  - i) with your financial institution whether direct debit is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - ii) your account details which you have provided to us are correct by checking them against a recent account statement; and
  - iii) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
- 6.2 You should ensure you comply with clause 6.1 above, as we shall not be liable to you for any loss or damage you may suffer as a result of your providing us with incorrect details of your account (or other incorrect information) in the Direct Debit Request; and you will indemnify us should we suffer any loss or damage as a result of incorrect details of information provided by you.

## 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:
  - i) to the extent specifically required by law; or
  - ii) **for the purpose of this agreement (including disclosing information in connection with any query or claim).**

## General

- 8.1 If you wish to notify us in writing about anything relating to this agreement you should write to PPG Industries Australia Pty Limited, Locked Bag 888, Clayton South, Vic 3169 or by fax on 03 9263 6970.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us.
- 8.3 Any notice will be deemed to have been received five business days after it is posted. 8.4 This Agreement shall be governed by and construed in accordance with the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria. 8.5 Nothing in this Agreement creates the relationship of partnership or principal and agent between the parties. Neither party may pledge the credit of the other party or make any representations or warranties or undertakings on behalf of the other party.

## Acknowledgements of PPG's agency role and payment arrangements

- 9.1 You:
  - (a) acknowledge that we are not party to the EULA and in all matters relating to the EULA, we act as agent for Thatcham and not in our own capacity;
  - (b) acknowledge that save as expressly set out in clause 9.2, we have no liability to you whatsoever in relation to the EULA;
  - (c) agree that we may amend the Annual Licence Fee under the EULA on three months written notice you; and
  - (d) agree to pay to us, during the term of the Thatchamnet Agreement, all amounts due to Thatcham under the EULA.
- 9.2 We acknowledge that, during the term of the Thatchamnet Agreement, payment by you to us of all amounts due to Thatcham under the EULA constitutes good discharge of your payment obligation.

## Release and Indemnity

- 10.1 Subject to clause 10.3, you release and forever discharge us and our related bodies corporate and their respective directors, officers and employees from all liability and claims whatsoever and howsoever arising (including, without limitation, negligence) arising in relation to the EULA, that you:
  - (a) have;
  - (b) had; or
  - (c) would have had, but for this release.
- 10.2 Subject to clause 10.3, you indemnify and will keep indemnified us and our related bodies corporate and their respective directors, officers and employees from all liability and claims whatsoever and howsoever arising (including, without limitation, negligence) arising in relation to the EULA.
- 10.3 Nothing in this clause 10 will obviate us from our obligation to remit such amounts to Thatcham as required under the Thatchamnet Agreement.

## 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, Sunday or 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.  
"EULA" means the End User Licence Agreement between you and Thatcham granting you access to a service consisting of internet access to application software called "Thatchamnet" for repairing motor vehicles.  
"PPG" means PPG Industries Australia Pty Limited.  
"Thatcham" means The Motor Insurance Repair Research Centre, a company limited by guarantee, registered in England and Wales with Registered Number 967763.  
"Thatchamnet" Agreement means the agreement between PPG and Thatcham under which Thatcham appointed PPG as agent to enter into EULAs.  
"us" or "we" means PPG Industries Australia Pty Limited ABN 82 055 500 939, who 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