



TRUCKSAFE DIRECT DEBIT AGREEMENT TERMS AND CONDITIONS



TruckSafe Direct Debit Agreement Terms and Conditions



Table of Contents

1.0 Introduction	2
2.0 Interpretation.....	2
3.0 Eligibility Requirements	2
4.0 Payments.....	2
5.0 Length of Agreement and Contract	3
6.0 Termination of Agreement and Contract.....	3
7.0 Credit / Debt Collection Agency Reporting	4
8.0 Provision of Service.....	4
9.0 Adjustments to Fees and Payments	4
10.0 Financial Details.....	4
11.0 Missed or Dishonoured Payments.....	5
12.0 Additional Fees and Charges	5
13.0 Refunds	5
14.0 Your Responsibilities.....	6
15.0 Entire Agreement	6
16.0 Amendments to This Agreement.....	6
17.0 Your Privacy.....	6
18.0 Contact.....	7



TruckSafe Direct Debit Agreement Terms and Conditions



1.0 Introduction

1.1 TruckSafe has teamed up with [Debitsuccess](#) to introduce our members to the new way of paying for their membership.

1.2 This document outlines the rights and responsibilities you have regarding the ability of Debitsuccess Pty Ltd to direct debit your nominated bank account or credit card for any instalments or fees due by in your contract under the terms and conditions of this Agreement and the DDR Service Agreement, the terms of which are stated in this document.

1.3 Should you have queries regarding this Agreement, your fixed or ongoing Contract, or the DDR Service Agreement you should in the first instance contact Debitsuccess on 1800 148 848.

1.4 Debitsuccess has been authorised by TruckSafe to collect the fees payable under the Agreement with TruckSafe on an instalment basis (each payment is an “Instalment”). All rights of TruckSafe to be paid the fees by way of the Instalments can be enforced by Debitsuccess as if it were TruckSafe without any involvement on the part of TruckSafe.

1.5 All queries regarding the provision of other services by TruckSafe should be directed to [TruckSafe](#).

2.0 Interpretation

2.1 Reference to:

- (a) One gender includes the others
- (b) The singular includes the plural, and the plural includes the singular
- (c) A person includes a business

3.0 Eligibility Requirements

3.1 The direct debit payment service is available for **initial membership fees and renewal membership fees only**. This service cannot be used for any other services, fees or purchases including, but not limited to, merchandise orders, audit fees, or miscellaneous invoices.

4.0 Payments

4.1 Automatic direct debit payments will be carried out on the same nominated day each month. The nominated day is chosen by you when completing the online application.

4.2 You may be charged a pro-rata amount where the day you nominate differs from the day you signed up for this service or if you change the payment date once your Contract has commenced.

4.3 The direct debit payment day may only be changed by notifying Debitsuccess. Any dishonour fees attracted because of a declined payment resulting from you changing the date will be payable by you.



5.0 Length of Agreement and Contract

5.1 If you are a new TruckSafe member you will be on a fixed contract. **The minimum length of your fixed Contract under this Agreement is 12 months**, after which this Agreement and your fixed contract will become an ongoing Contract until terminated by TruckSafe, Debitsuccess, or yourself.

5.2 If you are already a TruckSafe member of more than 12 months you will be on an ongoing Contract. This Agreement and your contract will be ongoing until terminated by TruckSafe, Debitsuccess, or yourself.

5.3 If you have been a TruckSafe member for less than 12 months and terminate this agreement and your fixed Contract the balance of the fixed Contract amount with Debitsuccess will immediately become due and payable.

5.4 The anniversary date of your membership fee will remain unchanged irrespective of whether you are using the direct debit service or annual invoicing.

For example, if your annual fee is due in June, it will always be due in June irrespective of what payment service or method you choose.

6.0 Termination of Agreement and Contract

6.1 This Agreement will only terminate if all the fees payable in relation to the services provided have been paid. Any Instalments/fees due at the date of termination will remain a debt owed to and recoverable by Debitsuccess.

6.2 Debitsuccess will continue to automatically perform direct debits until one of the following conditions occur:

- (a) You advise Debitsuccess in writing **at least 14 business days before** the next payment date that you wish to terminate your Contract
- (b) Your Contract is terminated by TruckSafe
- (c) Your Contract is terminated by Debitsuccess

6.3 If you are on a fixed Contract with Debitsuccess and you terminate it (or your Contract is terminated because of actions caused by you) within the first 12 months of joining TruckSafe you will be required to pay the balance of the fixed Contract. In this case Debitsuccess will debit any outstanding balance to fulfill your obligations under the terms of this Agreement and the fixed Contract.

For example, if you joined TruckSafe and your first payment was in June, and you subsequently terminate your fixed Contract in October of the same year, the 7 months of payments remaining in the Contract would immediately become due and payable.

6.4 If you wish to terminate your ongoing Contract and remain a TruckSafe member your membership will revert to being invoiced annually. The difference between the amount already paid and the amount remaining for the annual fee will immediately become due and payable.



TruckSafe Direct Debit Agreement Terms and Conditions



For example, if your annual fee is due in April and you terminate your ongoing Contract in November to revert to an annual invoice, the remaining 5 months of payments will immediately become due and payable. You will then continue to be invoiced annually from April the following year.

7.0 Credit / Debt Collection Agency Reporting

7.1 Upon default regarding any payment obligation under this Agreement or your Contract and there is a failure to remedy the default after Debitsuccess has taken all reasonable steps to attempt to collect the overdue payment, and where Debitsuccess believes that you are unlikely to pay without further enforcement measures, Debitsuccess may notify any debt collection/credit reporting agency of the default to recover the default payment(s).

7.2 Any fees and charges incurred using a debt collection agency will be your responsibility.

7.3 Should you default on payments then at Debitsuccess' sole discretion they may terminate this Agreement and your Contract at which time the full outstanding balance (including any current arrears) shall be immediately due in full.

8.0 Provision of Service

8.1 A change of location or ownership or the name of TruckSafe does not absolve your responsibilities under the terms and conditions of this Agreement or your Contract.

9.0 Adjustments to Fees and Payments

9.1 You must continue to advise TruckSafe of any fleet changes as required in the TruckSafe Standards and TruckSafe Business Rules and Code of Conduct.

9.2 Should you move into a new fee tier due to a change in your equipment list, the new amount will commence being debited from the next payment and will be ongoing. You will be notified of the change.

9.3 You will be required to complete and sign a form confirming a variation to your Contract where the change in your tier results in an increase to your Contract amount.

9.4 If there are any administration fees or charges outstanding, they will also be debited on your nominated day in the following month.

9.5 The TruckSafe membership fee schedule changes from time to time (usually 1 July each year). This will result in a change to the amount debited. You will be advised of any changes to the fee schedule that your contract applies to before they take effect.

10.0 Financial Details

10.1 You will need to ensure that any changes to your financial institution account details are updated with Debitsuccess **at least 7 business days before** the nominated day of the month that payments are made.

10.2 Any dishonour fees attracted because of a declined payment from changing the account details (or failing to notify Debitsuccess) will be payable by you.

11.0 Missed or Dishonoured Payments

11.1 If an attempt to make a direct debit payment is declined, Debitsuccess will contact you to bring the declined payment to your attention.

Note: Any dishonour fees or administration fees that are levied because of any unsuccessful attempts will be your responsibility and will be added to the amount debited the following month.

11.2 Where a payment is missed Debitsuccess will work with you to recover the outstanding amount including adjusting the monthly debit payment to catch up with payments as soon as possible.

11.3 Should you miss **2** consecutive monthly payments TruckSafe reserves the right to cancel your membership or transfer you to an annual invoice. The difference between the annual invoice and any payments already made will be immediately due and payable.

11.4 You are to always remain up to date with your payments.

Note: If you are experiencing hardship, you should call Debitsuccess as soon as possible on 1800 148 848 to discuss your options.

12.0 Additional Fees and Charges

12.1 Any fees and charges incurred because of a declined payment due to your action (or inaction) will be your responsibility.

12.2 Debitsuccess reserves the right to recover any administration fees and charges attracted because of your use of the Debitsuccess direct debit service, even after you have withdrawn or been terminated from the TruckSafe program. This shall also apply to the outstanding balance of a fixed Contract.

12.3 Fees and charges may be subject to change at any time.

13.0 Refunds

13.1 Any refunds or balance adjustments will only be provided where there has been an error on the part of TruckSafe or Debitsuccess.

13.2 Where a fee or charge has been incurred because of an omission or failure on your part to maintain the correct information with Debitsuccess no refund of that fee or charge will be payable.

13.3 All monies collected up to the time your service is terminated by any party is **not** refundable.



TruckSafe Direct Debit Agreement Terms and Conditions



14.0 Your Responsibilities

14.1 You are responsible for:

- (a) Notifying Debitsuccess of any change in circumstance that may affect your ability to meet the monthly payments for your membership and your Contract
- (b) Ensuring that there are sufficient funds available in your nominated account around the nominated day the monthly payment is being debited. Note that the debit may occur up to 2 business days before or after the nominated day
- (c) Ensuring your financial institution account details are kept up to date with Debitsuccess
- (d) Notifying Debitsuccess of your intention to terminate your Contract
- (e) Notifying Debitsuccess immediately if you are unable to meet an upcoming payment
- (f) Any additional fees and charges that are incurred by Debitsuccess because of your use of this service

15.0 Entire Agreement

15.1 This Agreement, the DDR Service Agreement, and your Contract constitute the entire agreement, understanding and arrangement (express and implied) between you and Debitsuccess and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

15.2 In the event of any inconsistency between the term(s) of this Agreement the DDR Service Agreement or your Contract, the term(s) of this Agreement will prevail only to the extent of such inconsistency.

15.3 If any provision of this Agreement or your Contract is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Agreement.

16.0 Amendments to This Agreement

16.1 This Agreement may be amended at any time by TruckSafe without prior notice.

17.0 Your Privacy

17.1 Your personal information (as defined in the Privacy Act 1988 (Cwth)) will only be used by Debitsuccess to provide you with the services as set out in your Contract. Debitsuccess' Privacy Statement can be found on their [website](#).



TruckSafe Direct Debit Agreement Terms and Conditions



18.0 Contact

18.1 For enquiries regarding this Agreement or your Contract with Debitsuccess please contact Debitsuccess on 1800 148 818 or customerservice@debitsuccess.com

18.2 For enquiries relating to any other TruckSafe product or service please contact TruckSafe on 02 6253 6900 or email trucksafe@truck.net.au

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