# PAYTO SERVICE AGREEMENT

## PayTo Agreement

V2.040425

| | |
|---|---|
| This is your PayTo Service Agreement with Dymocks Education Pty Ltd ABN 87 092 772 702. 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*. | |
| **Definitions** | ***account*** means the *account* held at *your financial institution* from which *we* are authorised to arrange for *payments* to be made on *your* behalf.<br>***account number*** means the BSB and *account number* for the *account.*<br>***authorisation*** means *your authorisation* of the *payment arrangement* or amendment of the *payment arrangement* with *your* financial institution.<br>***banking day*** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.<br>***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*.<br>***NPP*** means the New Payments Platform operated by NPP Australia Limited.<br>***our financial institution*** means the institution which processes *payments* under the *payment agreement* for *us*.<br>***payment*** means a particular transaction where a payment is made from the *account*.<br>***payment agreement*** means the *payment agreement* between *you* and *us* which authorises *us* to arrange for *payments* to be made from *your account*.<br>***payment agreement creation request*** means *your* request to *us* to create the *payment agreement* on *your* behalf.<br>***payment day*** means the day that *payment* by *you* to *us* is due.<br>***payment terms*** mean the value, cap and/or frequency of *payments* that *you* authorise *us* to arrange to be made under the *payment agreement*.<br>***Service Agreement** means the terms of this document.*<br>***us***, ***our*** or ***we*** means Dymocks Education Pty Ltd ABN 87 092 772 702.<br>***you*** *or* ***your*** means the customer who is authorised to operate the *account.*<br>***your financial institution*** means the financial institution at which the *account* is held. |
| **1. Establishing a *payment agreement*** | 1.1 By requesting *us* to establish a *payment agreement, you* have consented to *us* using, disclosing and recording *your* details, including the *account* 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*.<br>1.2 Not all financial institutions offer PayTo services and *your account* may not be reachable via the *NPP*. If this is the case, *you* may be able to use an alternative payment option.<br>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.<br>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 a joint *account*, *your financial institution* may need all joint *account* holders to authorise the *payment agreement*.<br>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*. |

| | |
|---|---|
| **2. Viewing the *payment agreement*** | 2.1 Your financial institution will provide you with a facility to view the payment agreements you have authorised.<br>2.2 You may also contact us to confirm details of your payment agreement with us via our student support team on success@dymockstutoring.edu.au or call 1300 33 77 88 |
| **3. Payments under the *payment agreement*** | 3.1 As soon as a payment agreement is established, we may arrange for payments to be made from your account.<br>3.2 We will only arrange for payments to be made from your account in accordance with the payment agreement you reach with us.<br>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).<br>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.<br>3.5 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*. |
| **4. Amendments by *us*** | 4.1 We may vary any details of this Service Agreement at any time by giving you at least fourteen (14) days' written notice.<br>4.2 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.<br>4.3 The status of our payment agreement with you will be as represented by the record of the payment agreement in the Mandate M*anagement Service.* |
| **5. Amendments by *you*** | 5.1 If you want to change your account number in our payment agreement, or suspend or cancel our payment agreement, you can only do so 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. |
| **6. *Your* obligations** | 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.<br>6.2 If there are insufficient clear funds in your account to meet a payment:<br>(a) you may be charged a fee and/or interest by your financial institution;<br>(b) you may also incur fees or charges imposed or incurred by us; and<br>(c) if a payment is unsuccessful, 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.<br>6.3 You should check your account statement to verify that the amounts debited from your account are correct. |
| **7. Disputes** | 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, please contact our student support team on success@dymockstutoring.edu.au or call 1300 33 77 88 so that we can resolve your claim quickly.<br>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.<br>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.<br>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*. |
| ***8. Accounts*** | *You* should check: |

| | |
|---|---|
| | (a) with your financial institution whether PayTo is available from your account;<br>(b) that your account details are in the correct format; and<br>(c) with your financial institution if you have any queries about PayTo. |
| **9. Confidentiality** | 9.1 We will keep any information (including your account 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.<br>9.2 We will only disclose information that we have about you:<br>(a) to the extent specifically required by law; or<br>(b) for the purposes of this Service Agreement (including disclosing information in connection with any query or claim). |
| **10. Cancellation of *payment agreements*** | 10.1 You authorise us and/or a third party authorised by us to cancel any active payment agreements between you and us that are in existence on the day our arrangements with our PayTo provider are terminated.<br>10.2 You will not hold us or any other party liable for any loss or damage suffer, including failed payments, as a result of such cancellation (except where the loss or damage was caused by our fraud, negligence or wilful misconduct).<br>10.3 You can cancel upcoming PayTo payments no less than 48 hours ahead of the scheduled payment. We will make a means available for this to be done on a self-serve basis (currently through an app). Where you have technical difficulties please contact our student support team on 1300 33 77 88 generally between 3 PM to 8 PM weekdays. |
| **11. Privacy consents** | 11.1 *You* consent to *us* sharing your *personal information* with *our financial institution* (including as replaced by us from time to time) and the service providers of those *financial institutions*, in connection with their provision of services to us including the management and processing of the *payment agreement* and *payments* made under it. |
| **12. Notices** | We will notify you at least 30 days before any change to the terms and conditions that apply to PayTo agreements. |