



Credit Card Service Agreement

Marvin J. Acme Pty Ltd ABN 49 099 011 588

Unit 2, 1 Ferngrove Place, Chester Hill, NSW, 2162

Definitions

agreement means this *Credit Card 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.

credit card means the card issued by *your financial institution* from which *we* are authorised to arrange for funds to be debited.

credit card debit request means the *Credit Card Debit Request* between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*)

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

transitional period means the period commencing on the first hiring date (implementation day) and continuing for a period of no more than 12 months from this first hiring date.

us or *we* means Marvin J. Acme Pty Ltd *you* have authorised by agreeing to a *credit card debit request*.

you means the customer who agreed to the *credit card debit request*.

your financial institution means the financial institution who issued *your* nominated *credit card* that *you* have authorised *us* to debit

1. Debiting *your credit card*

1.1 By signing a *credit card debit request*, *you* have authorised *us* to arrange for funds to be debited from *your* nominated *credit card* account. *You* should refer to the *credit card debit request* and this *agreement* for the terms of arrangement between *us* and *you*.

1.2 *We* will only arrange for funds to be debited from *your* nominated *credit card* account that are due for payment for all completed hirings by the due date. Either a GST Invoice, GST Sales Receipt or other instrument of Receipt will be provided including the customer copy of the Eftpos Receipt to clarify and justify authorised payment has been made by *us*.

1.3 If the debit date does not fall on a normal *business day*, *we* may then opt to debit *your* nominated *credit card* on the last *business day* prior to *your* hiring. If *you* are unsure of what day *your credit card* has or will be debited for the hiring, *you* should contact *us* on (02) 9738 8388 during business hours or *your financial institution*.

1.4 Sedan Limousine, Stretch Limousine and Super Stretch Limousine Transfers (Including, Formal, Weddings, Birthdays, Special Events or alike) will constitute the charging of *your* nominated *credit card* at the time of booking in full.

2. Changes by *us*

2.1. *We* may vary any details of the *credit card service agreement* or a direct credit debit request at any time by giving *you* at least fourteen (14) days' written notice.

3. Changes by *you*

3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *credit card debit request* by contacting *us* on (02) 9738 8388.

3.2 If *you* wish to spot or defer a *credit card debit payment*, *you* must notify *us* in writing no less than three (3) working days prior to *your* next hiring date. This notice should be given to *us* in the first instance.

3.3 *You* may also cancel *your* authority for *us* to debit *your* nominated *credit card* account at any time by giving *us* notice in writing no less than three (3) working days prior to *your* next hiring date. This notice should be given to *us* in the first instance.

4. *Your* obligations

4.1 It is *your* responsibility to ensure that there are sufficient cleared funds available for debit in *your* nominated *credit card* account to allow payment to be made in accordance with the *credit card debit request*.

4.2 If there are insufficient funds in *your* nominated *credit card* account to meet the *debit payment*:

(a) *you* may be charged a fee and or interest by *your* financial institution;

(b) *you* may also incur fees and charges imposed or incurred by *us*; and

(c) *you* must arrange for the *credit card debit payment* to be made by another method or arrange for sufficient cleared funds to be in *your* nominated *credit card* account by an agreed time so *we* can process the *credit card* payment.

4.3 *You* should check *your credit card* statement and our GST Receipt to ensure that the amounts debited from *your* credit card account are correct.

4.4 If Marvin J. Acme Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Marvin J. Acme Pty Ltd on demand an amount equal to the consideration payable for the supply for the service multiplied by the prevailing GST rate.

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your* nominated *credit card* account, *you* should immediately notify *us* on (02) 9738 8388 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve the query more quickly.

5.2 If *we* conclude as a result of our investigations that *your* nominated *credit card* 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* nominated *credit card* account has been adjusted.

5.3 If *we* conclude as a result of our investigations that *your* nominated *credit card* account has not been incorrectly debited *we* will respond to *your* query with the reasons and any evidence for this finding.

5.4 Any queries *you* may have about an error made in debiting *your* nominated *credit card* 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 the matter to *your* financial institution which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf with *us*.

6. Accounts

You should check:

(a) that *you* have provided *us* with the correct nominated *credit card* information to allow *us* to debit *your* nominated *credit card* on the due date to pay all outstanding charges when the fall due and by the due date.

(b) *your* account details are correct in their entirety by checking them against recent account statements; and

(c) provided *us* with the correct expiry date, cardholder's name and security number (front or back) printed on the face of the nominated *credit card*.

7. Confidentiality

7.1 *We* will keep any information (including nominated *credit card* account details) in *your credit card* service *agreement* 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 or servants who have access to information about *you* do not make any unauthorized 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 purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:

Marvin J. Acme Pty Ltd

PO Box 130

Blaxcell NSW 2142

8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *credit card* service *agreement*.

8.3 Any notice will be deemed to have been received 2 *business days* after it is posted.



Credit Card Debit Request

Marvin J. Acme Pty Ltd ABN 49 099 011 588

Unit 2, 1 Ferngrove Place, Chester Hill, NSW, 2162

Thank you for choosing the Easy-Pay Credit Card method of account payment.

Easy-Pay eliminates the risk and cost associated with late payment, service fees and charges by automatically deducting the required payment from *your* nominated *credit card* account on the due date. The payment deducted will be detailed on *your credit card* statement from *your financial institution*.

Please complete the *Credit Card Debit Request* form below and forward the **signed original** copy to:

Marvin J. Acme Pty Ltd, PO Box 130, Blaxcell NSW 2142

Fax: (02) 97 388 588

Should you require information or assistance, please contact our Customer Service team on (02) 97 388 388.

Request and Authority to debit the account named below to pay Marvin J. Acme Pty Ltd

Request and authority to Debit

Surname or Company:

Given names or ABN/ARBN:

Request and authorise Marvin J. Acme Pty Ltd to arrange for any amount Marvin J. Acme Pty Ltd (or any of its trading businesses) may debit or charge you to be debited through your nominated credit card account held at your nominated financial institution identified below subject to the terms and conditions of the Credit Card Request Service Agreement.

Insert the name of your Financial Institution at which your nominated credit card is issued

Financial Institution Name:

Insert Nominated Credit Account to be Debited

Cardholder's Name:

Credit Card Number:

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Expiry Date

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Security (CCV) Number

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Transitional Period for Credit Card Debit Request:

Please Circle Period Reqd - Once / 1 Week / 1 Mth / 3 Mths / 6 Mths / 12 Mths

Acknowledgement: By signing this Credit Card Debit Request Form you acknowledge the terms and conditions governing the debit arrangements between you and Marvin J. Acme Pty Ltd as set out in this Request and in your Credit Card Service Agreement.

Payment Details: Payment will be made under the terms as set out in Section 1 of the Credit Card Service Agreement and for the transitional period as specified by the cardholder above.

Before signing, the cardholder should read the Credit Card Service Agreement.

Cardholder's Signature and date of signing: