



**Definitions**

*account* means the account held at *your financial institution* from which *you* pay Marston & Cook

*agreement* means this Internet 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.

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

*you* means the customer who signed the *internet transfer request*.

*your financial institution* is the financial institution where *you* hold the *account* that *you* have organised payment from

**1. Changes by us**

2.1 We may vary any details of this *agreement* or a *internet transfer request* at any time by giving *you* at least fourteen (14) days' written notice.

**2. Changes by you**

3.1 Subject to 3.3, *you* may change the arrangements under a *internet transfer request* by contacting *us* on 9376 2211/9381 9393

3.3 *You* may also cancel *your* internet request at any time by giving *us* One Calendar Month notice in writing before the next *payment day*. 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 clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *internet transfer 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 A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this *agreement*, then *you* agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4.5 This agreement does not vary any of your obligations under any lease, rental or other agreement to which your internet transfer request relates, including (but without limitation) your obligation to make all payments due under any such agreement by the due date.

4.6 We accept no liability whatsoever for any claims, loss or damage suffered by you as a result (whether directly or indirectly) of any debit payment, error or failure, except to the extent that such error or failure is caused by our negligent act or omission.

**5. Accounts**

*You* should check:

(a) with *your financial institution* whether internet transferring is available from *your account* as internet transferring 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 *internet transfer request* if *you* have any queries about how to complete the *internet transfer request*.

<b>6. Confidentiality</b>	7.1 We will keep any information (including <i>your account</i> details) in <i>your internet transfer request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.
<b>7. Notice</b>	7.2 We will only disclose information that <i>we</i> have about <i>you</i> : (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim). 8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i> , <i>you</i> should write to Marston & Cook Pty Ltd @ 274 Racecourse Rd Flemington 3031. 8.2 We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>internet transfer request</i> . 8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.