

Direct Debit Client Service Agreement

1. Definitions

Account means the account held at your Financial Institution from which BP is authorised to arrange for funds to be debited.

Agreement means this Direct Debit Client Service Agreement between you and BP.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment by you to BP is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between BP and you.

BP means BP Australia Pty Ltd.

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 BP to arrange to debit.

2. Debiting your Account

2.1 By signing a Direct Debit Request you have authorised BP to arrange for funds to be debited from your Account.

2.2 BP will arrange for funds to be debited from your Account for amounts owing by you to BP.

2.3 If the Debit Day falls on a day that is not a Business Day, i.e. a weekend or public holiday, BP may direct your Financial Institution to debit your Account on the prior Business Day when amounts owing are due at month end.

3. Changes by BP

3.1 BP may:

- (a) vary any details of this Agreement or a Direct Debit Request at any time; or
- (b) terminate a Direct Debit request and arrange with you an alternate payment method, by giving you at least fourteen (14) days' written notice.

4. Changes by you

4.1 Subject to clause 4.2 you may change the arrangements under a Direct Debit Request by contacting BP on 1800 024 727 or your Financial Institution.

4.2 If you wish to:

- (a) stop or defer a Debit Payment;
- (b) cancel you authority for BP to debit your Account; or
- (c) request a change to the amount and/or frequency of funds being debited from your Account, you must notify BP in writing at least fourteen (14) days before the next Debit Day. BP will respond prior to the next Debit Day.

5. Your obligations

5.1 It is your responsibility to:

- (a) ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made on the Debit Day in accordance with the Direct Debit Request;
- (b) ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by your Financial Institution;
- (c) advise BP if your Account is transferred or closed; and
- (d) arrange a suitable alternate payment method if the drawing arrangements are cancelled either by you or your Financial Institution.

5.2 If there are insufficient funds in your Account to meet a Debit Payment or the Direct Debit Request fails to meet the requirements of your Financial Institution:

- (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 BP; 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 BP can process the Debit Payment.

5.3 You should check your Account statement to verify that the amounts debited from your Account are correct.

5.4 If BP is liable to pay goods and services tax ("GST") on a supply made by its banking institution in connection with this Agreement then you agree to pay BP on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5.5 You agree to indemnify BP and to keep BP indemnified against all claims, demands, actions, suits and proceedings whatsoever against BP or any of its employees, contractors or agents arising out of or in connection with your instruction in the Direct Debit Request.

6. Confidentiality

6.1 BP will keep any information (including your Account details) in your Direct Debit Request confidential.

6.2 BP 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 dispute referred to in clause 7).

7. Dispute

7.1 If you believe that there has been an error in debiting your Account, you should notify BP directly on 1800 024 727 and confirm that notice in writing with BP as soon as possible so that BP can resolve your query quickly.

7.2 If BP concludes 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 (including interest and charges) accordingly. BP will also notify you in writing of the amount by which your Account has been adjusted.

7.3 If BP concludes as a result of our investigations that your Account had not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

8. Notice

8.1 If you wish to notify BP in writing about anything relating to this Agreement, you should write to:

Address: Air BP Customer Service Centre
GPO Box 5222
MELBOURNE VIC 3001

8.2 Any notice will be deemed to have been received:

- (a) if sent by mail, five days after it is posted;
- (b) if personally delivered, when delivered;
- (c) if sent by facsimile transmission, when dispatched provided the machine of the sending party has printed a printed record of transmission.

9. Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of that State.
