



Secure Parking Pty Ltd
L13, 99 Mount Street
North Sydney, NSW 2060

Recurring Payment Request Agreement

This is Your Recurring Payment Request Agreement with Secure Parking Pty Ltd (ABN:31 669 236 037). It explains what Your obligations are when undertaking a Recurring Payment arrangement with us. It also details what our obligations are to You. Please keep this agreement for future reference. It forms part of the terms and conditions of Your Recurring Payment Request (RPRA) and should be read in conjunction with Your Recurring Payment Authorisation.

Definitions

agreement means this Recurring Payment Request Agreement between You and us.
banking 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.
Recurring payment means a particular transaction where a debit is made.
Recurring payment request means the Recurring payment request between us and You.
payment card means the card number you have nominated which we are authorised to arrange for funds to be debited.
us or we means Secure Parking Pty Ltd, You have authorised by requesting a Recurring Payment Request.
You means the customer who has signed or authorised by other means the Recurring Payment Request.
Your financial institution means the financial institution nominated by You on the RPR at which the payment card is maintained.

1. Debiting Your payment card

- 1.1 By signing a Recurring Payment Request or by providing us with a valid instruction, You have authorised us to arrange for funds to be debited from Your payment card. You should refer to the Recurring Payment Request and this agreement for the terms of the arrangement between us and You.
- 1.2 We will only arrange for funds to be debited from Your payment card as authorised in the Recurring Payment Request.
or
We will only arrange for funds to be debited from Your Payment card if we have sent to the address nominated by You in the Recurring Payment Request, a billing advice which specifies the amount payable by You to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct Your financial institution to debit Your payment card on the following banking day. If You are unsure about which day Your payment card has or will be debited You should ask Your financial institution.

2. Amendments by us

- 2.1 We may vary any details of this agreement or a Recurring Payment Request at any time by giving You at least fourteen **(14) days** written notice.

3. Amendments by You

You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 30 **days** notification by writing to:

nswreceivables@secureparking.com.au

or

Secure Parking Pty. Ltd.
P.O. Box 6184
North Sydney NSW 2060

nswreceivables@secureparking.com.au

or

	by telephoning us on 61 2 8000 8790 during business hours;
4. Your obligations	<p>4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your payment card to allow a debit payment to be made in accordance with the Recurring Payment Request.</p> <p>4.2 If there are insufficient available funds on Your payment card to meet a debit payment:</p> <ul style="list-style-type: none"> (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 funds to be available from Your payment card by an agreed time so that we can process the debit payment. <p>4.3 You should check Your payment card statement to verify that the amounts debited from Your payment card are correct</p>
5. Dispute	<p>5.1 If You believe that there has been an error in debiting Your payment card, You should notify us directly on Secure Parking Pty Ltd (nswreceivables@secureparking.com.au) and confirm that notice in writing with us as soon as possible so that we can resolve Your query more quickly. Alternatively, You can take it up directly with Your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that Your Payment Card has been incorrectly debited we will respond to Your query by arranging for Payment Card to be credited. We will notify You of the amount by which Your payment card has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that Your Payment Card has not been incorrectly debited we will respond to Your query by providing You with reasons and any evidence for this finding in writing.</p>
6. Payment cards	<p>You should check:</p> <ul style="list-style-type: none"> (a) with Your card provider whether Recurring payments are available from Your payment card as Recurring payments may not be available on all payment cards offered by financial institutions. (b) Your payment card details which You have provided to us are correct by checking them against a recent payment card statement; and (c) with Your financial institution before completing the Recurring Payment Request if You have any queries about how to complete the Recurring Payment Request.
7. Confidentiality	<p>7.1 We will keep any information (including Your payment card details) in Your Recurring Payment 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.</p> <p>7.2 We will only disclose information that we have about You:</p> <ul style="list-style-type: none"> (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	<p>8.1 If You wish to notify us in writing about anything relating to this agreement, You should write to</p> <p>Secure Parking Pty. Ltd. P.O. Box 6184 North Sydney NSW 2060 nswreceivables@secureparking.com.au</p> <p>8.2 We will notify You by sending a notice in the ordinary post to the address You have given us in the Recurring Payment Request.</p> <p>8.3 Any notice will be deemed to have been received on the third banking day after posting.</p>