

Saxon Premium Funding Direct Debit Customer Terms & Conditions

My authority to Saxon Premium Funding Limited ("Saxon") to direct debit my account:

1) I authorise Saxon to:

- make periodic direct debits of my account for Saxon's fees and charges including:
 - i) Saxon's fee for the direct debit service;
 - ii) Saxon's fee for establishing my account;
 - iii) Saxon's fee in the event that I fail to meet a periodic direct debit; and
- make the periodic direct debits in accordance with:
 - i) the payment arrangement for Saxon's fees; and
 - ii) Saxon's fees and charges as published on the Saxon website;
 - iii) these Terms and Conditions; and
 - iv) Saxon's fee for any charge that becomes payable under the terms set out in my Saxon funding agreement, or in the direct debit terms and conditions and any agreement between Saxon as the Principal and I as the client.

2) I will:

- Refer any disputed debit item or amount to Saxon

My acknowledgment of who the parties are and what they do:

3) The principal is:

- the organisation referred to as Principal on the front of this Direct Debit Request Form; and
- the provider of goods or services to me
- the organisation which debits my account and keeps my data secure.

My acknowledgement of when Saxon may terminate this Direct Debit Authority

4) Saxon may:

- terminate this Direct Debit Authority and cease to provide the direct debit service at any time by written notice sent by mail or email.

My acknowledgment of when I may terminate this Direct Debit Authority and what may happen.

5) I may:

- terminate this Direct Debit Authority by providing seven (7) days written notice to Saxon.

6) If I give notice to terminate this Direct Debit Authority,

Saxon may:

- Make any period direct debits due within seven (7) days notice period

7) If a Direct Debit Authority is terminated by either party,

- any contracts, agreements or payments obligations I have with Saxon will not be affected.

My authority for the amount of the periodic direct debits of Saxon's fees to be varied

8) I authorise Saxon to:

- vary the amount, frequency and date of the periodic direct debits of its fees from time to time; and
- vary the periodic direct debits of its fees in accordance with my agreement with Saxon;

Provided that

- Saxon makes reasonable attempts to provide prior notice to me

My acknowledgement of what may happen if the amount of the periodic direct debit is varied

9) If Saxon, in compliance with these Terms & Conditions, varies the amount of the periodic direct debit

- Saxon will do so without requiring a signed agreement; and
- Saxon will do so without requiring a new Direct Debit Request Form.

My acknowledgement of when these Terms & Conditions may be varied

10) Saxon may:

- vary these Terms & Conditions by posting a new version of its website.

11) Saxon will not:

- notify the amended Terms and Conditions other than on its website; or
- use this method to vary the amount of the periodic direct debits.

12) Any amended Terms & Conditions will apply to Saxon and I if:

- Saxon posts the amended version on its website;
- 14 days after posting, I have not objected; and
- 14 days after posting, I have not terminated the Direct Debit Authority.

My acknowledgement of my responsibility in relation to periodic direct debits

13) I must

- inform Saxon of any changes to my account;
- inform Saxon of any changes to my contact details;
- do all things reasonably necessary to facilitate the periodic direct debiting of my account in accordance with these Terms and Conditions; have a suitable account available for the periodic direct debits; and
- have sufficient funds available in my account for the periodic direct debits.

My acknowledgement of what may happen if I have insufficient funds

14) If I do not have sufficient funds in my account for the periodic direct debits and I do not have a genuine dispute with Saxon,

Saxon may:

- charge me a failed payment fee for each unsuccessful debit;
- charge me the failed payment fee at the rate published on the Saxon website from time to time;
- charge me the failed payment fee even though I have also been charged a fee by my financial institution;
- charge me collection fees;
- charge me legal fees; and
- implement re-debit measures to recover any outstanding amounts.

15) Saxon will not:

- be liable for any fees or charges which arise because I had insufficient funds in my account; or
- provide any information or explanation regarding unsuccessful debits of my account.

16) I must:

- direct any enquiries about unsuccessful debits of my account to my financial institution.

My acknowledgement of what may happen if I claim a refund

17) If I claim a refund:

- Saxon will not be under any obligation to pay it;
- however, Saxon will conduct itself in accordance with its Refund Policy.

Variations to debit amounts due to external factors My acknowledgement of when a delay might occur

18) A delay may occur in the processing of a periodic direct debit if:

- there is a public or bank holiday on the day or the day after a payment is due to be made by direct entry;
- a payment is received either on a day which is not a banking business day or after the normal close of business on a banking business day;
- Saxon does not receive the Direct Debit Request Form in time to process the request prior to the first due periodic direct debit;
- Saxon does not receive a request for variation in time to process the request prior to the next due periodic direct debit;
- information supplied on a Direct Debit Request Form or any requested variation is incomplete, incorrect, illegible or, for any other reason, does not allow Saxon to process the information promptly;
- I do not meet my responsibility to have sufficient funds available in my account; or
- there are failures or difficulties with technology.

My acknowledgement of what Saxon will and will not do in relation to variations with periodic direct debits

19) Saxon will:

- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by exchange rate fluctuations; and
- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by factors within its control.

20) Saxon will not be responsible or liable for any variance to or shortfall to debit amounts of periodic direct debits caused by:

- exchange rate fluctuations;
- delay as referred to above;
- external factors beyond the control of Saxon;
- the date on which a periodic direct debit is processed by Saxon's Sponsoring Financial Institution; or
- the timing of when a periodic direct debit is requested and processed.

21) Saxon will not be liable for any faults in the direct debiting of my account caused by:

- fraudulent activity;
- security hacking;
- environmental disasters;
- failure of technology systems used by Saxon;
- any fault in the technology systems used by Saxon for direct debiting; or
- any delay or interruption caused by the technology systems used by Saxon to facilitate direct debiting, except where such faults arise from Saxon's own negligent acts or omissions.

My authority for Saxon to communicate with me:

22) I authorise Saxon to communicate with me to:

- validate and confirm my identity;
- validate and confirm my bank account details;
- validate and confirm my authority for periodic direct debits;
- assist Saxon to service and promote its products; and
- promote third party products

Saxon may:

- provide specific customer access on its website;
- communicate with me by all other available means;
- advertise related and unrelated products on its website;
- inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products;
- inform me of products, services or special offers for third party products whether related to Saxon services or not; and
- notify me in the event of termination of the agreement between Saxon its bank.

My release and indemnity to Saxon

23) I release and indemnify Saxon in respect of:

- any payment made by me or any direct debit of my account made by Saxon pursuant to these Terms and Conditions;
- the matters set out and payments made in accordance with the Direct Debit Request Form and these Terms and Conditions;
- any claim I, or any third party may have in relation to the payments made by me pursuant to these Terms and Conditions and the Direct Debit Request Form; and
- any situation where, despite my account being debited by Saxon, Saxon fails to provide or suspends the provision of services to me,
- except where loss or damage arises due to Saxon's own negligent acts or omissions.

My authority to Saxon to service my account

24) I authorise Saxon to:

- verify the details of my account with my financial institution;
- release personal information about me to assist a debt collection agency to recover any outstanding payment from me; and
- release such information as is reasonably required by my financial institution in relation to an incorrect or wrongful debit.

25) I authorise my financial institution to:

- release such information to Saxon as is necessary to allow Saxon to verify my bank account details.

Specific conditions relating to notices and disputes

26) I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

I may ask my bank to reverse a direct debit up to 9 months after the date the initiator sent the first direct debit under the authority if I am not reasonably satisfied that the authority authorised my bank to debit my account with the amount of the direct debit.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit a second time within 5 business days of the original direct debit, the initiator is not required to notify you a second time of the amount and date of the direct debit.

My Personal Information

27) I authorise Saxon to:

- retain my personal information and use it for the purposes set out in these terms and conditions.

28) I have the right to:

- under the *Privacy Act 1993* to obtain access to and request correction of any of my personal information held by Saxon.

I acknowledge that:

- if any of these Terms and Conditions or any part of them is illegal or invalid, then only those terms and conditions or that part of them will be void and the remainder will remain in full force and effect.

Saxon Premium Funding Limited Contact Details

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