

DIRECT DEBIT REQUEST

Customer's Authority

I/We } *name of organisation/legal*
 } *entity(insert ACN if applicable)*
 of } *address*
 }

(The "Customer") authorises and request the following:

1. The Commonwealth, as represented by IP Australia (APCA ID No. **535548**) to arrange for funds, from time to time, to be debited from my/our nominated Account at the financial institution identified below through Bulk Electronic Clearing System (BECS) for IP Australia fees or charges that I/we owe arising out of my/our requests for services and/or products in accordance with the terms described in the IP Australia Direct Debit Request Service Agreement on the reverse of this form;
2. IP Australia to verify the details of the Account provided below with my/our financial institution; and
3. My/Our financial institution to release information to IP Australia to verify the details of the Account provided below.

This authorisation is to remain in force and operate in accordance with the terms described in the IPAustralia Direct Debit Request Service Agreement.

Details of the Account to be debited

Name of Financial Institution

Branch

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Name of Account Holder(s)

BSB Number

Account Number (up to nine digits)

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DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Service Agreement with IP Australia. It explains what your obligations are when undertaking a Direct Debit arrangement with us through the IPA Direct Payment Facilities. It also details what our obligations are to you as your Direct Debit provider.

Please keep this Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with either the IPA B2B Terms and Conditions or the IPA API Terms and Conditions (depending on which platform you choose for the Direct Debit payment authorisations).

Definitions

Account means the account held at the Customer's Financial Institution from which IP Australia is authorised to arrange funds to be debited

Agreement means this Direct Debit Request service agreement between the customer and IP Australia

API system (short for Application Programming Interface system) means any transactional interface, application, mobile application, website or the like that utilises an application programming interface provided by IP Australia.

B2B system (short for Business to Business) means the electronic system known as B2B maintained by IP Australia

API Channel Manager means the IP Australia staff member responsible for the management of the API platform

B2B Channel Manager means the IP Australia staff member responsible for the management of the B2B platform

Bulk Electronic Clearing System means the system which manages the conduct of the exchange and settlement of bulk electronic low value transactions in similar fashion to that applying to paper-based payment instructions.

Debit Day means the day that payment by the Customer to IP Australia is due.

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

Direct Debit Request means the direct debit request authority between the Customer and the Commonwealth (as represented by IP Australia) as requested by the Customer and signed by the Customer.

IPA Direct Payment Facility means either the IP Australia B2B system or the IP Australia API system which applies to the Direct Debit Request Payment system of IP Australia (as requested by the Customer)

IPA Direct Payment Facilities is a reference to both the IP Australia B2B system and the IP Australia API system and has the same meaning of the singular definition of IPA Direct Payment Facility as provided above.

IPA Direct Payment Agreement means either the applicable IP Australia B2B Agreement with the B2B terms and conditions or the IP Australia API Agreement with the API terms and conditions, whichever is applicable (which the Customer must agree to prior to that applicable IPA Direct Payment Facility being made available to the Customer).

IP Legislation means any of the following: the *Patents Act 1990* (Cth), the *Trade Marks Act 1995* (Cth), the *Plant Breeder's Rights Act 1994* (Cth) and the *Designs Act 2003* (Cth) and their accompanying regulations including the following: the *Patents Regulations 1991* (Cth), the *Trade Marks Regulation 1995* (Cth), the *Plant Breeders Rights Regulation 1994* (Cth) and the *Designs Regulation 2004* (Cth).

Official Notice has the same meaning as within the IP Legislation

the Customer means the party who has signed the Direct Debit Request

the Customer's Financial Institution means the financial institution nominated by the customer on the Direct Debit Request at which the Account is maintained

General

1. The Direct Debit Request and this Agreement are subject to the requirements of the IP Legislation. This Agreement should be read in conjunction with the terms and conditions of the applicable IPA Direct Payment Agreement.
2. Subject to clauses 3 and 4 of this Agreement, this Agreement will commence within 14 days of receipt of the completed Direct Debit Request from the Customer, and following receipt by the Customer of formal notification from IP Australia.
3. The Customer may choose to have a Direct Debit Facility through either of the IPA Direct Payment Facilities. A corresponding IPA Direct Payment Agreement must be entered into by the Customer for the relevant applicable IPA Direct Payment Facility prior to commencement of the Direct Debit Request. This Agreement is only valid to the extent that an IPA Direct Payment Agreement has been agreed upon and already exists between IP Australia and the Customer.
4. Subject to clause 12 upon commencement of the relevant IP Direct Payment Agreement all transactions submitted and received for services or products covered under the Agreement, as described in clause 26, will be treated as paid under the relevant IP Legislation for the purposes of processing at the time the transaction is received by IP Australia under the corresponding IPA Direct Payment Agreement. Upon cessation of the IPA Direct Payment Agreement in accordance with clauses 13 or 26 such requests for service are no longer treated as paid under the relevant IP legislation and manual payment will need to be effected by the Customer to achieve a paid status.
5. The Customer agrees that they have correctly completed the Direct Debit Request (to the best of their immediate knowledge) and ensure that funds are available in the nominated Account and have done anything else required (including providing the requisite authorization for their Account) in order to allow IP Australia to deduct the amount of the IP Australia fees or charges from the Account and transfer those funds to the IP Australia Account without further reference to the Customer or the need to put in place any further arrangements with the Customer's Financial Institution. The person(s) executing the Direct Debit Request represents and warrants that they have the authority to legally bind the Customer to the terms in this Agreement.
6. IP Australia may require proof of identity (at their sole discretion) to establish the status of a person who represents the Customer before IP Australia agree to accept requests for services and products in accordance with the Direct Debit Request. Unless the Customer notifies IP Australia in writing to the contrary, we will accept, in good faith, requests for services and products on the Customer's behalf.
7. IP Australia will have the authority to withdraw funds from the Customer's Account to satisfy fees and charges at any time after IP Australia has received a transaction submitted by the Customer through the IPA Direct Payment Facility in accordance with the relevant IPA Direct Payment Agreement(s).
8. The fees and charges in relation to services and products shall be those as published and available to the public under the IP legislation. IP Australia reserves the right to alter any fee or charge at any time without specific notice to the Customer by publishing a revised set of fees and charges and making copies available to the public via the official IP Australia website (www.ipaustralia.gov.au) or by notification through an Official Notice (as permitted under the IP Legislation).

Invoices and Statements

9. IP Australia will notify the Customer of the amount to be debited through the IPA Direct Payment Facility used by the Customer to file.

Cleared funds

10. The Customer agrees to have sufficient funds available in the Account to pay IP Australia pursuant to the Direct Debit Request.

Non-working days and public holidays

11. If the Debit Day falls on a non-working day or a public holiday, the withdrawal will be processed on the next available working day. If the Customer is in any doubt, the Customer should contact the Customer's Financial Institution to clarify the date of processing.

Returned/Unpaid Transactions

12. If IP Australia is unable to effect the transfer of funds for fees and charges on the Debit Day, the following procedure will be followed by IP Australia for payment:
 - a. IP Australia will contact the Customer and shall make further debits from the Customer's Account until the necessary amount is transferred;
 - b. If IP Australia is unable to debit the necessary amounts from the Customer's Account within 7 business days, IP Australia will contact the Customer and then it will seek to recover the amounts in accordance with its formal debt recovery processes; and
 - c. If it is necessary to enter into formal debt recovery processes as described under clause 12(b), the Agreement shall be cancelled in accordance with clause 26. IP Australia will seek to recover the costs incurred (if any) pursuing a formal debt recovery process, including any costs associated with engaging any external parties (including legal representation costs).
13. Notwithstanding the success of subsequent debits under clause 12(a), the Agreement may be cancelled by IP Australia through written notification to the Customer, if two consecutive regular debits are rejected within a 12 month period. If such notification is given, then notwithstanding clause 26 the cessation of the direct debit arrangements shall occur fourteen days after the sending of notification to the Customer.
14. The Customer is responsible for all costs and expenses incurred by IP Australia arising from the rejection of a direct debit transaction due to insufficient funds or any other matter. The costs and expenses for rejected transactions will be debited to the Customer's Account.

Variation of Direct Debit Agreement

15. IP Australia will provide the Customer with at least 14 days' notice of any variation or changes to the Agreement by way of written correspondence. By continuing to allow Debit Payments, the Customer agrees to be bound by the terms current as at that time.

Customer Changes to Direct Debit Request

16. The Customer may amend the Direct Debit Request with IP Australia by contacting IP Australia in writing.
 - a. Permitted changes are:
 - i. change of Account details;

- ii. change of Customer contact details.
 - b. Changes that are not permitted include:
 - i. Deferring any debit;
 - ii. Suspending specific chargings; and
 - iii. Cancelling specific chargings; and
 - iv. Any other changes not specifically permitted in clause 16(a).
- 17. Customers should refer to clauses 27 and 28 of this Agreement in relation to cancellation of the Agreement/Direct Debit Request.
- 18. The Customer must notify IP Australia in writing immediately if the Account details in the Direct Debit Request or the contact details for the Customer change or the Customer's Account with the Customer's Financial Institution is closed or frozen for any reason.
- 19. The Customer should allow 14 days from the date that IP Australia is notified for a change to be implemented or, where a new Direct Debit Request is required, from the date that the request is received by IP Australia, for any changes to take effect. IP Australia will confirm in writing any changes to the direct debit request.

Disputing a Debit Item

- 20. All queries in relation to Debit Payments should, in the first instance be directed to IP Australia for investigation. The Customer is required to provide details to support the query.
- 21. IP Australia will investigate a query made by the Customer in accordance with clause 19 and advise the Customer of the result of those investigations.
- 22. If we have incorrectly processed a Debit Payment from the Customer's nominated Account, the Customer's fees or charges will be adjusted accordingly and any amounts incorrectly debited will be refunded to the Customer. Interest cannot be claimed on any amounts owing to the Customer as a result of incorrectly processed payments.
- 23. Notwithstanding clause 19, the Customer can raise a dispute direct with their financial institute.

Notices

- 24. IP Australia may send notices to the Customer by delivering them to the Customer at the email, postal or physical address nominated by the Customer. IP Australia may also give notice to the Customer of matters that apply to the IPA Direct Payment Facilities or groups of users generally by way of notices posted on the support page of the IP Australia website.
- 25. Notices to IP Australia must be delivered to IP Australia's address for notices as notified to the Customer, currently:
 - a. sending written correspondence to: IP Australia, PO Box 200, WODEN ACT 2606;
 - b. email to eservices@ipaaustralia.gov.au; or
- 26. Without prejudice of any other way of establishing that receipt and delivery has occurred, receipt and delivery of any communication from the Customer to IP Australia will be deemed to have occurred by IP Australia when:
 - a. an email has been received into the relevant electronic mail box, whether the email has been read or not;
 - b. a letter has been received by IP Australia upon being physically delivered into the IP Australia mailroom, whether the letter has been read or not;

- c. a facsimile transmission has been confirmed as successful by IP Australia's B2B or API Channel manager (depending on the platform which the Customer has chosen for Direct Debit Payment authorisation); or
- d. IP Australia has posted a notice on the support page of the IP Australia website.

Cancellation of the Direct Debit Agreement

- 27. Either the Customer or IP Australia may cancel this Agreement by giving 14 days written notice to the other party. This notice must indicate the date of cessation. Nothing in this Agreement prevents the Customer directing a request for cancellation to the Customer's Financial Institution provided that the Customer agrees that clauses 12-14 of this Agreement may be invoked if service requests have been made without notification of the cancellation to IP Australia in accordance with this clause 26.
- 28. Unless otherwise agreed by IP Australia, immediately after the cessation of the Agreement:
 - a. if an IPA Direct Payment Agreement is in place, it will immediately be terminated as per the IPA Direct Payment Facility terms and conditions of use and the Facility will no longer be accessible to the Customer;
 - b. it remains the Customer's responsibility to make payment for all amounts outstanding under the ceased Agreement. Amounts which remain outstanding would result in debt recovery as referred to in clause 12(b) above; and
 - c. subject to the provisions of the IP Legislation, it is the Customer's responsibility to effect manual payment for all new requests or transactions submitted for services or products.

Accounts Suitable for Direct Debit

- 29. Customers should note that:
 - a. Direct debiting through the Bulk Electronic Clearing System is not available on all accounts;
 - b. IP Australia does not permit payment for services or products by direct debiting against credit card accounts; and
 - c. Account details should be checked against a recent statement from the Customer's Financial Institution and if the Customer is in any doubt the Customer should check with their financial institution before completing the Direct Debit Request authority.

Services/Products Covered under this Agreement

- 30. Direct Debit Payments under this Agreement apply to all transactions submitted by the Customer through the IPA Direct Payment Facilities.

Privacy

- 31. The information the Customer provides in this Agreement (or in connection with this Agreement) is collected for the purpose of administering the Customer's direct debit arrangements. It will only be used for that purpose or as authorised by the Customer or under law, including the *Privacy Act* 1988. IP Australia will only disclose it to the Customer's Financial Institution, or at the request of the Customer or the Customer's Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit. Please see IP Australia's Privacy Policy located on the IP Australia website for further information.

Applicable Law

32. The Direct Debit Request and the Agreement will be governed by and construed in accordance with the laws of the Australian Capital Territory.