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DIRECT DEBIT REQUEST AND SERVICE AGREEMENT

BETWEEN **RACING VICTORIA LIMITED ACN 096 917 930** of 400 Epsom Road, Flemington, Victoria, 3031
(“**RVL**”)

AND

(“**Bookmaker**”)

DIRECT DEBIT REQUEST

I, the Bookmaker named in this Direct Debit Request, hereby request that moneys due and payable by me to Racing Victoria Limited:

- (a) pursuant to the Bookmaker’s Licence Levy Rules made and approved under sections 91B and 91D of the *Racing Act* 1958;
- (b) in the form of charges for my use of the RVL bookmakers telephone system; and
- (c) applicable GST;

all be drawn under the Direct Debit System, from my account, the details of which are:

Bank: _____

BSB: _____

Account No: _____

Account Name: _____

I acknowledge that this Direct Debit arrangement is governed by the terms of this Direct Debit Request.

1. DRAWINGS FROM THE ACCOUNT

1.1 Amounts

RVL will draw from your account, by Direct Debit:

- (a) the amount of the Bookmaker's Licence Levy and any interest or fines properly payable or other amounts by you in accordance with the Bookmaker's Licence Levy Rules;
- (b) the charges for your RVL bookmakers telephone system; and
- (c) applicable GST.

1.2 Frequency

Drawings from your account will be made monthly. The amount of the Bookmaker's Licence Levy payable by you in respect of each month (being a calendar month, or where appropriately or relevantly a part of a calendar month) will be drawn from your account by Direct Debit no later than ten (10) days after the end of each month.

1.3 Business Days

Drawings from your account will be made only on business days. Where a drawing date is a public holiday, RVL will draw the amount on the next business day.

1.4 Compliance with the Rules and arrangements

Drawings will be made only of amounts which are due and payable by you in accordance with the Bookmaker's Licence Levy Rules in force from time to time as approved by the Minister for Racing pursuant to the *Racing Act*, the telephone charges in accordance with agreed arrangements, and the GST applicable by law.

RVL will not change the frequency of drawings, and will notify you in advance in writing of any changes to the basis of calculation of any of the amounts payable.

1.5 Statements

RVL will provide you with monthly statements of the amounts payable by you and drawn from your account by Direct Debit, and with a GST tax invoice to enable you to claim GST input tax credit.

2. YOUR OBLIGATIONS

2.1 Sufficient funds

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing of the amounts payable by you on the

due date in accordance with the Licence Levy Rules and the RVL bookmakers telephone charges, including applicable GST.

2.2 Authorisation

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

2.3 Default fees and charges

You will reimburse RVL for any fees and charges resulting from your failure to ensure that there are sufficient funds in your nominated account to meet the amounts which are to be debited in accordance with the Direct Debit Request and this Agreement.

2.4 If your account is closed

It is your responsibility to advise RVL if the account nominated by you in the Direct Debit Request is transferred or closed.

2.5 Alternative arrangements

It is your responsibility to arrange with RVL a suitable alternate payment method if the Direct Debit arrangement is cancelled either by you or by your nominated Financial Institution.

3. GENERAL TERMS

3.1 Confidentiality

RVL will keep all information pertaining to your nominated account at the Financial Institution strictly private and confidential.

3.2 Cancellation

RVL reserves the right to cancel the Direct Debit drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

3.3 Questions

Where you consider that a drawing has been initiated incorrectly or for the wrong amount, or you have any other questions, you should contact the Betting Supervisor at RVL directly (and provide details in writing if the Betting Supervisor requests you do so). The Betting Supervisor will investigate and rectify or otherwise properly resolve the issue.

SIGNED in agreement with the terms and conditions.

SIGNED for and on behalf of **RACING**)
VICTORIA LIMITED ACN 096 917 930)
in the presence of:)
)

.....
(Signature of Witness)

.....
(Signature)

.....
(Name of Witness)

.....
(Name in full)

.....
(Position)

SIGNED by the Bookmaker in the)
presence of:)
)
)
)

.....
(Signature of Witness)

.....
(Signature)

.....
(Name of Witness)

.....
(Name in full)