



TRANSCRIPT PAYMENT AUTHORITY- SUPREME COURT OF VICTORIA (CIVIL)

Commercial Court – Judge Managed Matters Only

Once completed, please email the form to: clientservices@auscript.com.au.

Plaintiff / Defendant / Other Details	
Matter Number	
Matter Title	
Is this a Duty Judge Matter?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor Information:	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Other - please specify:
Individual	
Company / Business Name	
ABN/ACN	
Company / Business Type	<input type="checkbox"/> Registered Company <input type="checkbox"/> National Account <input type="checkbox"/> Partnership <input type="checkbox"/> Trustee <input type="checkbox"/> Government Department <input type="checkbox"/> Local/State Account <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other, please specify:
Registered Office	
	Postcode:
Contact Name (in relation to this application)	Full Name
	Email
	Phone
Accounts Contact Name (if different than above)	Full Name
	Email
	Phone
Invoice address (if different than Registered Office address)	
	Postcode:

Representing Firm	
Firm Name	
Contact Name	
Email Address	Phone Number
Account Code	<input type="checkbox"/> No Auscript Account



Payment Options

- Please debit my nominated credit card / apply credit to my Trade Account for all transcript charges produced in accordance with practice note [SC GEN 7 Transcript in Civil Proceedings](#) and Commercial Court [SC CC 1 Commercial Court](#) also.
- By returning this form, I acknowledge that automatic production and payment applies for all urgent applications, interlocutory hearings, directions, Duty Judge matters and trials heard for this matter.
- I acknowledge that all transcripts will be produced on a Running basis and invoiced accordingly.
- I acknowledge this authority is to remain in place from the date of submission of this form to Auscript until completion of the proceeding.
- I acknowledge that, if my matter is no longer heard in a Commercial Court Judge-managed list of the Supreme Court of Victoria, it is incumbent upon me to notify Auscript of any changes. Failure to do so will mean that I remain liable for all charges associated with transcript, until such time as I notify Auscript of this change.
- I acknowledge that should legal representation change, it is incumbent upon me to notify Auscript of the change in representation. Failure to do so will mean that I remain liable for all charges associated with transcript, until such time as I notify Auscript of this change.
- Please refer to [Auscript's website](#) for the estimation tool and current rates for the Supreme Court of Victoria.
- This authority shall stand, in respect of the above specified credit card and in respect of any card issued to me in renewal or replacement thereof, until I notify the merchant in writing of its cancellation.

Credit Card Option

Card Type	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	<input type="checkbox"/> American Express
Card Number			
Expire	/	Security Code	
Name on Card			

Trade Account Option

Full Name			
Firm Name			
Email Address		Phone Number	
Account Code			

In signing this authority, you agree that you have read, understood and accepted the Service Agreement provided with this form, and that you have the authority of the account owner to approve direct debit payments being made from the nominated credit card. You acknowledge that should there be insufficient funds to meet any direct debit payment your rights to pay by instalments will be lost, your remaining transcription costs become immediately due and payable, together with any default fee, and late payment fees and will continue to accrue until such time that the remaining premium is paid in full.

Signature		Date	
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The amount debited from your credit card / applied to your Trade Account will be the sum of the Payment Due appearing on the last monthly statement less any payments received between the date of the monthly statement and the date on which the debit payment is effected; plus any over limit amount appearing on the last monthly statement.

Please note: Auscript may cancel this authority without notice should two or more payments be dishonoured. Manual payments of at least the Payment Due plus any amount over your credit limit will then be required as per your Account Terms and Conditions.

Privacy Statement

All personal information collected in this Payment Authority process, is used for the purpose of account establish, payment and administration. It is not disclosed to any third party, except for agents and advisors used in the debt collection process.



Payment Authority Request Service Agreement

This is your Payment Authority Service Agreement with Auscript Australasia Pty Limited (ABN 72 110 028 825). It explains what your obligations are when undertaking a payment with us. It also details what our obligations are to you as your transcription provider. Please keep this agreement for your future reference.

DEFINITIONS

agreement means this Payment Authority Request Service Agreement between you and us.

Business day means a day other than Saturday, Sunday or a listed Public Holiday.

us or we means Auscript Australasia Pty Ltd

you means the customer who has signed or authorised by other means the Payment Authority

1. Debiting your credit card

1.1 By signing a Payment Authority Request or by providing us with a valid instruction, you have authorised Auscript Australasia Pty Ltd to arrange for funds to be debited from your account. You should refer to this Payment Authority for the terms of the arrangement between us and you.

2. Your commitment, obligations and responsibilities to us

2.1 It is your responsibility to ensure that:

- a) The sufficient clear funds available on your credit card on the Payment Due Date to allow payment to be made in accordance with the Payment Authority.
- b) You notify us if the nominated credit card is transferred or closed;
- c) Your payments are up to date, whether a notice is received from us or not;
- d) If there are insufficient clear funds on your credit card to make a payment:
 - i. your transcript will not be produced.
 - ii. you may also incur fees or charges imposed or incurred by us; and
 - iii. you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be on your credit card by an agreed time so that we can process the payments

2.2 For established Auscript Trade Accounts, it is your responsibility that:

- a) The Applicant warrants that the information comprised in this form is accurate, correct and complete and is supplied for the purpose of obtaining credit.
- b) The person signing this authority warrants that he/she is duly authorised to apply for credit and execute this Application on its behalf.
- c) In the event of Auscript Australasia Pty Ltd granting credit facilities to the Applicant then:
 - i. All accounts are to be settled in full within thirty (30) days of date noted on the Auscript Australasia Pty Ltd invoice or within the terms as individually agreed. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
- d) Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies due to Auscript Australasia Pty Ltd shall immediately become due and payable. Auscript Australasia Pty Ltd shall be entitled to charge interest at the rate of 1.5% per calendar month on all overdue amounts from the date due for payment until the date of actual payment.
- e) Any expense and/or costs or disbursements incurred by Auscript Australasia Pty Ltd in recovering any outstanding monies including debt collection agency fees and legal costs shall be paid by the Applicant.

- f) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Auscript Australasia Pty Ltd. IN that event, all monies owing to Auscript Australasia Pty Ltd will be immediately due and payable.
- g) Auscript Australasia Pty Ltd may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security as Auscript Australasia Pty Ltd shall in its discretion think fit. Auscript Australasia Pty Ltd shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.

3. Confidentiality

3.1 We will keep any information (including your account details) in your Direct Debit 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.

3.2 We 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 claim).

4. Disputes

4.1 If you believe that there has been an error in debiting your account, you should contact us and confirm the details in writing to us as soon as possible so that we can resolve your concerns promptly. Our contact details are shown at the end of this agreement.

4.2 Note: your financial institution will ask you to contact us to resolve your disputed direct deposit prior to them commencing to investigate your claim.

4.3 If your investigations show that your account has been correctly debited, we will provide you with reasons for our view and provide you with copies of evidence supporting this finding.

4.4 You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

4.5 If you are not satisfied with our response contact your financial institution who will respond to you with an answer to your claim:

- a) Within Five (5) business days (for claims lodged more than 12 months after the disputed direct debit); or
- b) Within Thirty (30) business days (for claims lodged more than 12 months after the disputed direct debit).

Enquiries and notices

If you have any questions regarding this agreement, you should contact us on:

PH: 1800 AUSCRIPT (1800 287 274)

E: clientservices@auscript.com.au

PO BOX: 13038 George Street Post Shop, Brisbane, QLD, 4000