

# Direct Debit Request Service Agreement

## Definitions

*account* means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

*agreement* means this Direct Debit Request Service Agreement between *you* and *us*.

*business day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

*debit day* means the day that payment by *you* to *us* is due.

*debit payment* means a particular transaction where a debit is made.

*direct debit request* means the Direct Debit Request between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

*transitional period* means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

*us* or *we* means Australian Finance & Leasing Ltd *you* have authorised by signing a *direct debit request*.

*you* means the customer who signed the *direct debit request*.

*your financial institution* is the financial institution where *you* hold the *account* **that** *you* have authorised *us* to arrange to debit.

## 1. Debiting your account

- 1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit 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 account* as authorised in the *direct debit request*.
- 1.3 If the *debit day* falls on a day that is not a *business day*, *we* may direct *your financial institution* to debit *your account* on the following *business day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

## 2. Changes by us

- 2.1 *We* may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least (14) days' written notice

## 3. Changes by you

- 3.1. Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on Ph: 03 9810 9500/ Fax: 03 9818 0744.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least three (3) business days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your account* at any time by giving *us* (28) days notice in writing before the next *debit day*, however if *you* do this without providing a replacement authority, this will constitute a default under your loan or lease agreement with *us* and *we* will be entitled to terminate all loan or lease agreements *you* may have with *us*. This notice should be given to *us* in the first instance.

## 4. Your obligations

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

- (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 clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

4.4 If National Australia Bank Limited A.C.N. 004 044 937 ('National') is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this *agreement*, then *you* agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing OST rate.

## 5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on Ph: 03 9810 9500/ Fax: 03 9818 0744 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.

5.2 If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.

5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding.

5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

## 6. Accounts

*You* should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

## 7. Confidentiality

7.1 *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.

7.2 *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).

## 8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to Australian Finance & Leasing Ltd, 585 Burwood Road, Hawthorn VIC 3122 or P. O Box 3038 Auburn VIC 3123.

8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.

8.3 Any notice will be deemed to have been received two *business days* after it is posted.