

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.

us or we means HICAPS Pty 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 written notice. We will give you at least 30 days prior notice of the introduction of a fee or charge. We will give you at least 14 days prior notice of any other change.

3. Changes by you

3.1 If you wish to stop or defer a drawing you can either:

(a) notify us in writing at least five (5) business days or telephone us on the numbers set out in clause 8 at least two (2) business days before the next debit day that you wish to do so; or

(b) arrange it through your *financial institution*.

3.2 You may also cancel your authority for us to debit your account at any time by either:

(a) notifying us in writing at least five (5) business days or telephoning us on the numbers set out in clause 8 at least two (2) business days before the next debit day that you wish to do so; or

(b) arranging it through your *financial institution*.

3.3 If you wish to make any other change to a direct debit request, please telephone us on the numbers set out in clause 8.

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- 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.
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- 5. Dispute**
- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly by telephoning us on the numbers set out in clause 8 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take this up with your financial institution directly.
 - 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.
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- 6. Accounts**
- 6.1 *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
 - (c) with your *financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.
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- 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 purpose of this *agreement* (including disclosing information in connection with any query or claim).
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- 8. Notice**
- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:
HICAPS Pty Ltd, 395 Bourke Street, Melbourne, Victoria 3000.
 - 8.2 If this agreement provides that you can give us notice by telephoning us, you should telephone us on: 1300 850 288.
 - 8.3 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
 - 8.4 Any notice will be deemed to have been received two (2) *business days* after it is posted.
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