



Direct Debit Request

Service Agreement – signature required

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**.

merchant services means the service **we** provide that allows **you** to participate in the service known as NAB Extras and accept nominated debit, credit or charge cards for certain transactions authorised by **us** pursuant to a written agreement between **us** and **you**.

us or **we** means National Australia Bank Limited **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 providing **us** with a **direct debit request**, **you** have authorised **us** to arrange for funds to be debited from **your account**. This authority is irrevocable while **you** have any liability to **us** under the written agreement for the **merchant services**. 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.

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.

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.

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
- (c) with **your financial institution** by 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 purpose 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:
- Merchant Services,
Level 10
300 Elizabeth Street
Sydney NSW 2000.
- 8.2 If this **agreement** provides that **you** can give **us** notice by telephoning **us**, **you** should telephone **us** on:
1300 369 852.
- 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.

9. Code of Banking Practice

- 9.1 **We** have adopted the Code of Banking Practice and relevant provisions of the Code apply to this direct debit service, if **you** are an individual or a small business customer (as defined by the Code).
- 9.2 **You** can obtain from **us** upon request:
- (a) information on **our** current interest rates and standard fees and charges relating to the direct debit service if any;
 - (b) general descriptive information concerning **our** banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) **our** obligations regarding the confidentiality of **your** information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of **you** informing **us** promptly when **you** are in financial difficulty;
 - (vii) the advisability of **you** reading the terms and conditions applying to each banking service **we** provide to **you**;
 - (c) general descriptive information about:
 - (i) the identification requirements of the *Financial Transactions Reports Act 1988*;
 - (ii) the options available to **you** under the tax file number legislation; and
 - (d) a copy of the Code of Banking Practice.

For more information call 13 22 65 or

13 BANK

8am – 8pm EST, Monday to Friday
or visit nab.com.au



Hearing impaired customers
with telephone typewriters
can contact us on **1300 363 647**