



## DIRECT DEBIT REQUEST

Request and Authority to debit the account named below to pay CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136 ("CAPITAL")	
Request and Authority to debit	<p>Surname or company name _____</p> <p>Given names or ACN/ARBN _____ ("you")</p> <p>request and authorise <i>CAPITAL (user ID number 073456)</i> to arrange for any amount <i>CAPITAL</i> may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement and any further instructions provided below.</p>
Insert the name and address of financial institution at which account is held	Financial Institution name _____ Address _____
Insert details of account to be debited	Name of account: _____ BSB number:            _ _ _ _  -  _ _ _ _ _  Account number:        _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Acknowledgment	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and <i>CAPITAL</i> as set out in this Request and in your Direct Debit Request Service Agreement.
Insert your signature and address	Signature _____ (If signing for a company, sign and print full name and capacity for signing eg. director) Address _____ Date ____ / ____ / ____
Name & Address of Customer (if different from above): _____	
Direct Debit will be used to deduct your first instalment and any fees/duties/interim payment etc. The first deduction will occur at the time of settlement.  Signature: _____	

**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.

“**direct debit request**” means the Direct Debit Request between *us* and *you*.

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

“**us**” or “**we**” means Capital Finance Australia 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 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 fourteen (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 1300 300 840.
- 3.2 If you wish to stop or defer a debit payment you can either:
  - (a) give us 3 days notice in writing before the next debit day; or
  - (b) arrange it through your financial institution.
- 3.3 You may cancel your authority for us to debit your account at any time by either:
  - (a) giving us 7 days notice in writing before the next debit day; or
  - (b) arrange it through your financial institution.

**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 within 7 days so 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 we are liable to pay goods and services tax (“GST”) on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 4.5 You agree to indemnify us for any costs incurred by us as a result of you providing incorrect account or bank identification details.

**5. Dispute**

- 5.1 If you believe that there has been an error in debiting your account you should notify us directly on 1300 300 840 and confirm that notice in writing to us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take this up with your financial institution direct.
- 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 providing you with reasons and any evidence for this finding.
- 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 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 Customer Service, GPO Box 3660, Sydney NSW 2001.
- 8.2 In response to 8.1 above, we will respond in writing through the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice from us will be deemed to have been received two business days after it is posted.