

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Bank of Sydney Ltd, BECS user ID 601552 (the Debit User). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

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*.

banking 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 written, verbal or online request between *us* and *you* to debit funds from your account.

us or **we** means **Bank of Sydney**, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has authorised the *Direct Debit Request*.

your financial institution means the financial institution at which *you* hold the *account* *you* have authorised *us* to debit.

1. Debiting your account

- 1.1 By submitting a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your* account. The *Direct Debit Request* and this agreement set out 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*.
or
We will only arrange for funds to be debited from *your* account if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct *your* financial institution to debit *your* account on the following banking day. If *you* are unsure about which day *your* account has or will be debited *you* should ask *your* financial institution.

2. Amendments 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 sent to the preferred email or address *you* have given *us* in the *Direct Debit Request*.

3. How to cancel or change direct debits

You can:

- a) cancel or suspend the *Direct Debit Request*; or
- b) change, stop or defer an individual debit payment at any time by giving *us* at least 3 business days' notice.

To do so, contact us at info@banksyd.com.au

or

by telephoning *us* on 13 95 00 (Mon - Fri, 9am–5pm AEST);

You can also contact *your* own financial institution, which must act promptly on *your* instructions.

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) we may charge *you* reasonable costs incurred by *us* on account of there being insufficient funds; 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 on info@banksyd.com.au. Alternatively, *you* can contact *your* financial institution for assistance.
- 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 within a reasonable period 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 in writing.

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. Contacting each other

- 8.1 If *you* wish to notify *us* in writing about anything relating to this agreement, *you* should write to
- Email:** info@banksyd.com.au
or
Mail: Bank of Sydney Ltd
GPO Box 4288
Sydney NSW 2001
- 8.2 We will notify *you* by sending a notice to the preferred address or email *you* have given *us* in the *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the second banking day after sending.