

# Client Direct Debit Request Service Agreement Terms

**Effective: 6 June 2024**

This agreement contains the conditions of use for your Direct Debit Request. You should read these conditions of use carefully to fully understand your rights and obligations. If you have any questions about the following, please contact us.

## 1. Direct debit details

The Direct Debit Request form details the terms of your debit arrangement including, among other things, the amount, the frequency, the expiry date (if any) and the recipient of the funds. You should carefully read the Direct Debit Request form to familiarise yourself with the details of your requested direct debit.

The first direct debit will occur on the agreed commencement date, which must be at least 5 business days after your request is received. If one of our loan repayment options is selected then the first direct debit will not commence until the month after the loan is advanced or the commencing date, whichever is the later.

Confirmation of each direct debit will appear on your regular account statements or in the case of passbook accounts, when you next update your passbook.

## 2. Accounts

We advise you that:

- direct debiting through the Bulk Electronic System (BECS) may not be available on all accounts;
- to check your account details against a recent statement from your Financial Institution; and
- if you are uncertain about any matters referred to in (a) and (b) above to check with your Financial Institution before completing the Direct Debit Request.

## 3. Time of direct debit

Direct debits can be effected at any time on the nominated day and you must ensure that there are sufficient available funds in your account to effect the direct debit. The Financial Institution in its absolute discretion may determine the order of priority of payment by it of any moneys held in the nominated account.

Where the due date falls on a Saturday, Sunday or public holiday or where there is no such date in the current month (for example 29th, 30th or the 31st), then the direct debit may be made on the first working day before the nominated day. If you are uncertain as to when a direct debit will be processed on your account, you should make an enquiry directly to your Financial Institution.

## 4. Frequency options

Direct debits can be effected:

**Weekly:** The direct debit is made on the same day you nominate of each week.

**Fortnightly:** The direct debit is made on the same day you nominate of each alternate week.

**Monthly:** The direct debit is made on the same day you nominate of each month. If one of our loan repayment options is selected in conjunction with a weekly or fortnightly frequency, then the direct debit amount will be calculated by dividing the monthly repayment (plus any additional amount requested) by 4 for weekly or 2 for fortnightly. This means that throughout the year additional payments will be made due to the cumulative effect of additional days within some months.

## 5. Alteration or cancellation

You may not cancel your Direct Debit Request without our consent. You may:

- cancel or suspend the Direct Debit Request; or
- change, stop or defer an individual payment (eg request a change to the amount or frequency of the direct debit),

by giving written notice to us advising of your altered requirements no less than 5 business days prior to the nominated due date.

We will not change the amount or frequency of your direct debit without your prior written approval. If you wish to cancel the Direct Debit Request or change, stop or defer a payment under the Direct Debit Request, you may also contact your Financial Institution.

To cancel the Direct Debit Request, or to change, stop or defer an individual payment under the Direct Debit Request, contact us on 13 19 87, or +612 4907 6501 from overseas.

We may assign our rights under the Direct Debit Request to anybody who takes over the ownership or running of your loan account.

## 6. Direct Debit Request fee

A Direct Debit Request fee may apply each time we attempt to debit another Financial Institution at your request. Whether that fee will apply, and if so then its amount, is indicated in your account terms and conditions (to which the Direct Debit Request relates). The fee (if payable) is added to the transfer amount you nominate.

## 7. Dishonour fees

It is your responsibility to ensure that there are sufficient available funds in the nominated account to meet the direct debit on the due date.

Should sufficient funds not be available to effect the total direct debit, then we are authorised to direct debit an amount up to the available balance in the nominated account at that time. We are under no obligation to effect a reduced direct debit.

If a direct debit is not effected due to insufficient funds or where we choose to effect a reduced direct debit then a dishonour fee may apply. The amount of the dishonour fee is detailed in your account terms and conditions. If a payment is dishonoured, you may be charged fees by your Financial Institution. If you have a loan contract with us, you may incur fees under your loan contract with us and you may be in default under that loan contract.

## 8. Our liability

Although we will endeavour to effect your request, we accept no responsibility for failing to effect the direct debit and accordingly, we shall not incur any liability through omission or refusal to complete the direct debit.

However, we reserve the right to cancel your Direct Debit Request (although we are under no obligation to do so), without notice if:

- direct debits are continually returned unpaid by your nominated Financial Institution; or
- it authorises a direct debit to your loan account with us and you request a payout figure on your loan account.

It is your responsibility to arrange a suitable alternate method of payment should the Direct Debit Request be cancelled.

## 9. Privacy

We will keep all information provided by you and details of your nominated accounts private and confidential except to the extent that you impliedly or expressly consent to those details being disclosed or the law requires otherwise. You consent to us using or releasing your account information:

- a. to investigate with you and your Financial Institution any possible incorrect debits, and
- b. to any of our related entities unless you tell us otherwise, and
- c. to any person involved in an actual or proposed assignment, novation or dealing by us with our rights under this agreement.

We will take reasonable steps to protect your personal information held by us against loss and against access, use, modification or disclosure that is unauthorised.

## 10. Dispute resolution

If you consider that a debit has been incorrectly made, you should contact us or your Financial Institution. Claims may also be directed to your Financial Institution. We will investigate and deal promptly with any queries, claims or complaints regarding debits, providing a verbal or written response within 21 days from the date of the notice. We will determine whether the debit was correct, and if not, arrange for an adjustment by way of cheque or electronic credit to your nominated account.

For a more detailed description of our dispute resolution procedures please ask your local branch or call us on 13 19 87 to obtain a copy of our Feedback guide.

## 11. Indemnity

- a. You indemnify us against all losses, costs, damages and liability that we suffer as a result of you breaching this agreement or you providing us with an invalid or non-binding Direct Debit Request addressed to us including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. This indemnity does not apply as a result of our (or any of our delegates' or agents') fraud, negligence or breach of trust.
- b. You will pay us any sum due under this clause fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

## 12. Your obligations

It is your responsibility to:

- a. Check with your Financial Institution prior to completing the Direct Debit Request, that direct debiting is available on that account;
- b. Ensure that the authorisation on the Direct Debit Request is identical to the account signing instruction held by the Financial Institution of the nominated account;
- c. Ensure at all times that sufficient funds are available in the nominated account to meet the direct debit on the due date for payment;
- d. Advise us if the account nominated by you, to receive the direct debit is altered, transferred or closed;
- e. Arrange a suitable alternate payment method before you close or change your nominated account, or if you wish to cancel the Direct Debit Request and we agree to its cancellation, or if we (or your Financial Institution) decide to cancel your Direct Debit Request, or if the direct debit arrangements are otherwise stopped, either by you, us, or the nominated Financial Institution;
- f. Meet any charges resulting from the use of the Direct Debit Request. This may include fees charged to us as a result of a returned direct debit.

## 13. Changes to your debit arrangements

- a. We may change the terms of your debit arrangements with us from time to time, including without limitation, by imposing new fees and charges.
- b. If we do change these terms we will give you at least 30 days written notice of any change to any of these terms.
- c. Any change to these terms will take effect on and from the date the notice under this clause is received by you (see also clause 14), unless a later time is specified in the notice.

## 14. Notices

- a. We may give notices to you by electronic means to your electronic address last known to us, or by leaving it or posting it to your residential or business address last known to us.
- b. Notices sent by us to you are taken to be received by you:
  - i. if posted, when it would have been delivered in the ordinary course of post;
  - ii. if sent electronically, on conclusion of transmission.

## 15. Governing law

- a. This agreement and the transactions contemplated by this agreement are governed by the law enforced in New South Wales.
- b. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them for determining any dispute concerning this agreement or the transactions contemplated by this agreement.

## 16. Definitions and interpretation

- a. The following terms have the meanings set out below unless the context otherwise requires:
- Direct Debit Request means an authority and request to debit amounts from a specified account of yours, given in writing by you to us.
  - Financial Institution means the financial institution that is the holder of your account from which we are authorised to make direct debits.
  - “We”, “us” and “our” means Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd, ACN 087 651 992, Australian Financial Services Licence/Australian credit licence 238273 and its successors and assigns.
  - “You” and “your” means the person or persons (other than us) named in the Direct Debit Request and signatories to this agreement. If there are more than one, you means each of you separately and every two or more of you jointly. You includes your successors and assigns.
- b. Words capitalised but not defined in this agreement have the same meaning attributed to them in the BECS regulations and procedures, unless the context otherwise requires.
- c. A reference to:
- This agreement, the BECS regulations and procedures or another instrument includes any variation or replacement of any of them;
  - The singular includes the plural and vice versa;
  - Person includes a firm, body corporate, an unincorporated association or an authority and their executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
  - Anything includes the whole and each part of it and reference to a group of persons includes all of them collectively and each of them individually.
- d. Headings are inserted for convenience and do not affect the interpretation of this agreement.