

Direct Debit Request Service Agreement

Debit User's name and address:

Direct Margin Lending
PO Box R1842 Royal Exchange NSW 1225
("we" or "us")
User ID: 137244 or User ID: 106209

You have entered or are about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System.

This agreement sets out the terms on which we accept and act under a Direct Debit Request ("your Direct Debit Request") you give us to debit amounts from your account under the Direct Debit System. It is additional to the arrangement under which you make payments to us.

Please ensure you keep a copy of this agreement as it sets out certain rights you have against us and certain obligations you have to us due to giving us your Direct Debit Request.

When we are bound by this agreement.

1. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

What we agree and what we can do.

2. We only draw money out of your account in accordance with the terms of your Direct Debit Request.
3. We give you a statement of the amounts we draw under your Direct Debit Request every month (unless you have requested that we send your statements less frequently).
4. On giving you at least 14 days notice, we may:
 - change our procedures in this agreement;
 - change the terms of your Direct Debit Request; or
 - cancel your Direct Debit Request.
5. You may ask us to:
 - alter the terms of your Direct Debit Request;
 - defer a payment to be made under your Direct Debit Request;
 - stop a drawing under your Direct Debit Request; or
 - cancel your Direct Debit Request by:

Either sending correspondence to Direct Margin Lending, PO Box R1842, Royal Exchange NSW 1225 or fax us on 1300 768 894, stating:

- your Client Reference Number
- details of the action you wish to take
- details of any bank account changes
- if deferring a payment, the exact duration; and
- the signatures of all parties on the facility.

Please note that should you cancel your Direct Debit Request, interest will be capitalised to your facility.

6. You may dispute any amount we draw under your Direct Debit Request by:

Either sending correspondence to Direct Margin Lending, PO Box R1842, Royal Exchange NSW 1225, faxing us on 1300 768 894, or by our Client Service Team on 1300 300 128. Please advise the following information:

 - Client Reference Number
 - Date and amount of disputed direct debit
 - Bank account details
 - What is being disputed
7. We deal with any dispute under clause 6 of this agreement as follows:

We will attempt to resolve the dispute within 24 hours of it being made. If we cannot resolve the dispute within 24 hours, we will contact you directly or send you a letter telling you what we have done and what other action we intend to take.
8. If the day on which you must make any payment to us is not a business day, we draw on your account under your Direct Debit Request on the following business day.
9. If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will add the amount that should have been paid onto your facility. It will be charged interest along with all other debit balances on your facility account. If debiting the unpaid amount results in the current gearing ratio exceeding the maximum gearing ratio on your facility account, we may take further action against you (for example, making a margin call on your facility).
10. We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless:
 - you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request and to any amount we draw under it to the financial institution at which your account is held or the financial institution which sponsors our use of the Direct Debit System or both of them;
 - you authorise that disclosure under this agreement;
 - you otherwise consent to that disclosure; or
 - we are required to disclose that information by law.

What you should consider

11. Not all accounts held with a financial institution are available to be drawn on under the Direct Debit System.
12. Before you complete your Direct Debit Request, it is best to check account details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.

13. Please enquire of your financial institution, if you are uncertain when your financial institution processes an amount we draw under your Direct Debit Request on a day which is not a business day.
14. It is your responsibility to ensure there are sufficient clear funds available in your account, by the due date on which we draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request.
15. We request you to direct:
 - all requests to stop or cancel your Direct Debit Request to us initially; and
 - all enquiries relating to any dispute under Clause 6 of this agreement to us initially.