

# DIRECT DEBIT SERVICE AGREEMENT

## Direct Debit Request Service Agreement

### 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 direct debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the preceding banking 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 732 688.
- 3.2 If you wish to stop or defer a direct debit payment you can:
  - a) give us reasonable notice in writing that you wish to do so; and/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:
  - a) giving us reasonable notice in writing; and/or
  - b) arranging 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 direct payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in your account and a debit payment has been returned unpaid:
  - a) you may be charged a fee and/or interest by your institution.
  - b) You may also incur fees and charges imposed or incurred by us; and
  - c) BOQCF will again attempt to debit your account at the first available opportunity within 4 days to rectify arrears.
- 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 by us 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.

### 5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you can:
  - a) take it up with your financial institution direct; and/or
  - b) call us on 1300 732 688 and confirm the details in writing to us as soon as possible so that we can resolve your query more quickly.
- 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

- 6.1 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 and agents who have access to information about you so 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 **BOQF Cashflow Finance Pty Limited ABN 68 062 762 921 of GPO Box 898, Brisbane QLD 4001**
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have provided us.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.