

# DIRECT DEBIT REQUEST FORM



RHG MORTGAGES

Loan Account Number

## APPLICANT 1 DETAILS

Applicant 1 Title

Mr  Mrs  Ms  Miss

First name

Surname

Company Name (if applicable)

ACN (if a company)

Address of Customer/s

## APPLICANT 2 DETAILS

Applicant 2 Title

Mr  Mrs  Ms  Miss

First name

Surname

Contact Number

I/We, authorise and request RHG Mortgages ('you') to debit my account (details provided below):

## DEBIT ARRANGEMENTS

Account in the name(s) of (note - direct debiting is not available on the full range of accounts, if in doubt, please refer to your financial institution)

Name and branch of Financial Institution

BSB Number

Account Number

You may debit any amounts, which you as Trustee may charge me in accordance with my Loan Agreement dated \_\_\_\_\_ 'Loan Agreement' and the Direct Debit Request Service Agreement (overleaf) at frequency set out below:

### DIRECT DEBIT

Direct Debit from our nominated bank account above:  Monthly  Fortnightly  Weekly

Preferred Repayment Date \_\_\_/\_\_\_/\_\_\_  
(activated after 1st repayment is made)

*Note: for Specialist Lending loans, the first repayment will always be debited on a monthly basis prior to the activation of this direct debit nomination.*

Amount to be debited in excess of the minimum required payment (optional): \$ \_\_\_\_\_

### DIRECT ELECTRONIC CREDIT

Direct Electronic Credit (excluding all credit cards and charge cards) - if your loan is eligible, all bank account holders must still sign and complete this Direct Debit Request (for redraw and additional payment requests). Your Settlement Notice will advise of the details that you should provide to your Paymaster or other Remitter to ensure your salary/rental income etc is credited to your loan. If you have a "split" loan, your preferred portion to receive the Direct Electronic Credits:

Portion \_\_\_\_\_ (Please note that redraws are at the discretion of the lender).

### DIRECT DEBIT (ACCOUNT KEEPING FEE)

Direct Debit from our nominated bank account above on a yearly basis for the "annual account keeping fee" commencing on the first anniversary of the loan settlement date. Amount to be debited: \$ \_\_\_\_\_

## CUSTOMER ACKNOWLEDGEMENT AND DECLARATION

I acknowledge that this Direct Debit arrangement is governed by the terms of the Bulk Electronic Clearing System and the Direct Debit Service Agreement Terms ("Terms") provided to me by you.

### BY SIGNING THIS DIRECT DEBIT REQUEST I DECLARE THAT:

- » All information given to you is accurate and not misleading and I am aware that you are relying on it.
- » I will not alter the direct debit arrangements (including closing or changing the account described above) set out in this Direct Debit Request without notifying you at least ten (10) business days prior to the next direct debit due date as per the Direct Debit Request Service Agreement.
- » That if there is a difference between the details in this form and the Loan Agreement, dated \_\_\_\_\_ the details in this form will prevail.
- » I/We have read the Direct Debit Request Service Agreement overleaf and agree to and understand its terms. I agree to be bound by them as amended from time to time.

### BEFORE SIGNING

- » If the method of operation of the nominated account requires more than one signature, then this request must be signed in the same manner.
- » Do not sign this form if there is anything that you do not understand.
- » The person(s) signing below are all the authorised signatures/signatories to operate the account.

Signature (Applicant 1)

Name in print

Date

Signature (Applicant 2)

Name in print

Date

\*PLEASE RETURN THE COMPLETED FORM TO: LOAN OPERATIONS, PO BOX H284 AUSTRALIA SQUARE NSW 1215, OR VIA FAX: 1300 366 844

**DIRECT DEBIT REQUEST SERVICE AGREEMENT**

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.

**1. DEBIT ARRANGEMENTS**

- » In consideration of you entering into a loan agreement with us, you agree to permit us (user ID No : 075570) to debit loan repayments through the Bulk Electronic Clearing System (BECS);
- » The Direct Debit Request details the terms of your debit arrangements including, among other things, the amount, the frequency the expiry (if any) and the recipient of the funds;
- » You should carefully read the Direct Debit Request to familiarise yourself with the details of your debit arrangements.

**2. WE ADVISE YOU**

- » That direct debiting through BECS is not available on all accounts (e.g. passbook savings and credit card accounts are generally not acceptable);
- » To confirm the account details by checking a recent statement from your Financial Institution;
- » That your Direct Debit Request must be signed in the same way as the account signing instruction held by your Financial Institution; and
- » If you are uncertain about any of these items please check with your Financial Institution before completing your Direct Debit Request.

**3. YOU ARE RESPONSIBLE FOR**

- » Checking with your Financial Institution prior to completing the Direct Debit Request, that direct debiting is available on that account;
- » Ensuring that the account you nominated has sufficient cleared funds available to pay each debit when it becomes due;
- » Ensuring that the authorisation on the Direct Debit Request is identical to the account signing instruction held by the Financial Institution of the nominated account;
- » Telling us if you close or change the account you nominated; and arrange a suitable alternate payment method, if the drawing arrangements are stopped, either by you or your Financial Institution.

**4. TIME OF DIRECT DEBIT**

- » Direct debits may be effected at any time on the nominated day and you must ensure that there are sufficient funds in your account to effect the direct debit; and
- » Where the due date falls on a non-business day, we will debit the amount on the next business day. If you are uncertain when the debit will be processed to your account, you should contact your Financial Institution directly.

**5. ALTERATION OR CANCELLATION**

- » You may cancel your Direct Debit Request, stop or defer an individual debit or request a change to the debit amount by firstly writing to us at: Level 9, 45 Clarence Street, Sydney NSW 2000 or contacting your Mortgage Manager or our Customer Service Desk 1300 764 447;
- » We must receive your notification at least three (3) business days prior to the next due date to process your request in time; and
- » If we vary any of the debit arrangements either set out in this agreement or Direct Debit Request Form or otherwise we will provide you with 14 days prior written notice.

**6. DISPUTE RESOLUTION**

- » We have a customer claims process in place with all Financial Institutions if you believe that a debit has not been correctly processed. You should contact us first on 1300 764 447 if you have a complaint regarding the amount or timing of any of our drawings. We will respond to your request within two (2) business days.

**7. DISHONOUR FEES**

- » It is your responsibility to ensure that you have sufficient cleared funds available in the nominated account to meet the direct debit on the due date. We are under no obligation to effect a reduced direct debit; and
- » If a direct debit is not effected due to insufficient funds or where we choose to effect a reduced direct debit then your account will be adjusted and any charges incurred by us may be debited from your account.

**8. PRIVACY**

- » We will keep all information relating to your account private and confidential except to the extent that you consent to those details being disclosed or the law requires otherwise. Your consent to us using or releasing your account information to investigate with your and our Financial Institutions any possible incorrect debits; and we will take reasonable steps to protect personal information held by us against loss and against access, use, modification or disclosure that is unauthorised.

**9. INDEMNITY**

- » 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, ineffective or non binding Direct Debit Request addressed to us or if for any other reason the instructions contained in a Direct Debit Request provided by you are not or cannot be performed. This indemnity includes, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other 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; and
- » You will pay us any sum due under this clause fully without reduction or set-off (and irrespective of any counterclaim) whatsoever.

**10. GOVERNING LAW**

- » This agreement and the transactions contemplated by this agreement are governed by the law in force in New South Wales. 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.