

Direct Debit Request – Service Agreement

The following is your Direct Debit Service Agreement with Marshall White. & Co. Pty Ltd. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form.

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 Direct Debit Request between us and you.
- **us** or **we** means Marshall white & Co, Pty Ltd as trustee for the Marshall White Services Unit Trust (the Debit User) you have authorised by signing a *direct debit request*.
- **you** means the customer who signed the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by you on the DDR at which the *account* is maintained.

1. Debiting your account

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.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

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

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. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to: Marshall white & Co. Pty Ltd PO Box 8082 Armadale, 3143 or by telephoning us on (03) 9822 8711 during business hours or arranging it through your own financial institution.

4. Your obligations

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*.

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) you may also incur fees or charges imposed or incurred by us; 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*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct

If *Marshall White & Co Pty Ltd* is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then you agree to pay Marshall White on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

If you believe that there has been an error in debiting *your account*, you should notify us directly on (03) 9822 8711 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.

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.

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

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.

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. Notice

If you wish to notify us in writing about anything relating to this *agreement*, you should write to Marshall White & Co. Pty Ltd, PO Box 8082, Armadale 3143.

We will notify you by sending a notice in the ordinary post to the address you have given us in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.

Marshall White & Co Pty Ltd
PO Box 8082, Armadale 3143 Ph 03 9822 8711



Direct Debit Request

Request and Authority to debit the account named below to pay
Marshall White & Co. Pty Ltd

Request and Authority to debit

Your Surname or company name _____

Your Given names or ABN/ARBN _____ "you"
request and authorise Marshall White & Co. Pty Ltd, ID 388968 to arrange, through its own financial institution, a debit to your nominated account any amount Marshall White & Co. has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name _____

Address _____

Insert details of account to be debited

Name/s on account _____

BSB number (Must be 6 Digits) |__|__|__| - |__|__|__|

Account number |__|__|__|__|__|__|__|__|__|__|

Acknowledgment

By *signing and/or* providing us with a *valid instruction* in respect to *your* Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Marshall White & Co.** as set out in this Request and in your Direct Debit Request Service Agreement.

Insert your signature and address

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ___ / ___ / ___

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ___ / ___ / ___