

# direct debit request

Perpetual Limited

Please fill in the following form if you wish to repay your loan simply and conveniently from a nominated account

I/We (*insert name/s in full*)

of address

Postcode

authorise you until further notice in writing to debit my/our account described in the schedule below, any amounts Perpetual Limited (User ID No. 024001) may debit or charge to me/us through the direct debit request system due in terms of the repayment arrangements contained in my/our Loan Contract.

**Office Use Only**  
User ID No 024001  
Perpetual Limited

I/We understand and acknowledge that this Direct Debit arrangement is governed by the terms of the Direct Debit Request Service Agreement on the reverse of this form

## The Schedule

### 1. Details of Account to be Debited

*(Some Passbook accounts do not offer Direct Debit facilities)*

*Please note, account name to be debited must be the same as your loan account.*

My/Our Account Holder Name

*(eg AB Smith)*

Financial Institution Name

Bank/State/Branch No.

Account Number:

Loan Account Number to be credited:

*(if known)*

Cycle (*please tick*):

Monthly

Fortnightly (*Fridays only*)

\_\_\_\_\_  
(Date of first Friday cycle)

Payment Amount:

Minimum Principal & Interest Amount or Accrued Interest Amount OR

Elected Amount of \$

(PLEASE NOTE: If you are required to make a contractual repayment, this amount must be more than the minimum amount noted in *your loan contract*)

Please provide a copy of your nominated account's statement for verification of your account details.

Signature

Signature

Date

\_\_ / \_\_ / \_\_

Date

\_\_ / \_\_ / \_\_

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## Service Agreement

### 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.

*business day* means a day other than a Saturday or a Sunday or a New South Wales public holiday.

*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.

*mortgage manager* means the Mortgage Manager noted in *your home loan contract*.

*our, us or we* means Perpetual Limited ACN 000 431 827 ("*Perpetual*") which you have authorised by signing a direct debit request.

*transitional period* means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

*you or your* means the borrower or borrowers who signed the direct debit request.

*your financial institution* is the financial institution where you hold the account that you have authorised us to arrange to debit.

*your home loan contract* means the loan contract entered into or to be entered into by you with Perpetual which sets out the terms and conditions of your home loan with Perpetual.

### 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*, this *agreement* and *your home loan contract* 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 *debit day* falls on a day that is not a *business day*, we may direct *your* financial institution to debit *your account* on the following *business day*. If you are unsure about which day *your account* has been 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 *your mortgage manager*.
- 3.2 If you request us to stop or defer a *debit payment* you must notify *your mortgage manager* in writing at least three (3) *business days* before the next *debit day*. *Your mortgage manager* will notify you if your request to stop or defer a *debit payment* has been approved.
- 3.3 You may not cancel your authority for us to debit *your account*. The terms and conditions which refer to payments under your loan contract state (amongst other things) that payments due under your loan contract must be made by direct debit from an *account* at a bank or financial institution acceptable to *your mortgage manager*. If you cancel your authority for us to debit *your account*, then you may be in default under *your home loan contract*.

### 4. Your obligations

- 4.1 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*.
- 4.2 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 as stated in *your home loan contract*;
  - (c) you may be in default under your home loan contract; and
  - (d) you must arrange for the particular *debit payment* which has declined 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*.
- 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 should notify *your mortgage manager* directly and confirm that notice in writing with *your mortgage manager* 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 arrangement for your financial institution to adjust *your account* 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.
- 5.4 Any queries you may have about an error made in debiting *your account* should be directed to *your mortgage manager* in the first instance. This is so that *your mortgage manager* can attempt to resolve the matter between us and you. If *your mortgage manager* cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

### 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; and
- (b) that *your account* details which you have provided to us are correct by checking them against a recent *account* statement or with your financial institution, before completing 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 or agents who have access to information about you do 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 purposes 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 *your mortgage manager*.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted.

Execution by you of the *direct debit request* deems you to have read and understood the terms of this *Direct Debit Request Service Agreement*.