Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL No 237879 PO Box 480

Bendigo Bank

Direct Debit Request

PH: 1300 236 344

Bendigo 3552

Branch Name:	Branch Number: Date: / /	
Staff Name:	Staff Signature: Staff Number:	
On completion email to Payment Systems Direct Entry Mailbox or Fax to 03 5485 7639. Processing: 1 to 2 business days Completion: 1 to 2 business days		
Request and Authority to debit	Your Surname or company name	
	Your Given names or ABN/ARBN	
	Loan Account Number:	
	request and authorise Bendigo and Adelaide Bank Limited User ID 045767 to arrange a debit to your nominated account to pay for your loan repayment.	
	This debit or charge will be arranged by Bendigo and Adelaide Bank Limited's financial institution and made through the Bulk Electronic Clearing System Framework (BECS) from <i>your</i> nominated account and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.	
Amount of debit		
	Payment Amount: \$or ☐ Minimum scheduled repayment ☐ Statement closing balance (Credit Card only)	
	Direct Debit to Commence on:/	
	Frequency:	
Your account to be debited	Name/s on account	
	Financial institution name	
	BSB Number (Must be 6 Digits) _ _ -	
	Account Number	
Your contact details	Address:	
	Email:	
	Phone:	
	Best way for us to write to you: ☐ Address ☐ Email	
Confirmation and Signature	By signing and/or providing us with a valid instruction in respect to your Direct Debit Request you confirm that:	
	 you are authorised to operate the nominated account; and you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement. 	
	Signed in accordance with the account authority on your account:	
	Signature:	
	Contact details: As above	

Second account	Signed in accordance with the account authority on your account:
signatory (if required)	Signature
	Name:
	Address:
	Email:
	Phone: Date: / /
Signing for a company	You must be authorised to sign on behalf of the company AND you must have authority to operate the Company's bank account.
	Signature of duly authorised officer:
	Position held:
	Name:
	Address:
	Email:(Notices will be sent to this email address)
	(Notices will be sent to this email address)
	Phone: Date: / /
	Second company signatory (if required)
	Signature of duly authorised officer:
	Position held:
	Name:
	Address:
	Email:
	Date: / /

Company Name: Bendigo and Adelaide Bank Limited

Address: PO Box 480, Bendigo 3552 Contact Details: 1300 236 344



Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Bendigo and Adelaide Bank Limited, ABN 11 086 049 178 AFSL No 237879 User ID no 045767.** It explains 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. Please keep this agreement for future reference.

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 (or DDR) means the Direct Debit Request.

us or we means Bendigo and Adelaide Bank Limited (the Debit User) you have authorised by requesting a Direct Debit Request.

you means the nominated account holder(s) who has signed or authorised by other means 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

- 1.1 By submitting a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your* account. The *Direct Debit Request* and this *agreement* set out 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.

or

We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to us and when it is due.

1.3 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

- 2.1 Acting reasonably, 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 sent to the preferred email or address you have given us in the Direct Debit Request. If you do not agree to the change you can cancel your Direct Debit Request.
- 2.2 Where a Direct Debit relates to a loan repayment the following conditions apply:
- In the event of an interest rate change on the recipient Bendigo Bank Loan account, the Debit User will automatically notify Customer(s) of the new repayment amount in accordance with this agreement and Subsequent change of the nominated payment amount.
- Customer(s) will be directly responsible for providing authorisation to the Debit User to adjust this Direct Debit Request where the payment amount is to vary from the amount specified in the written advice.
- The Debit User may immediately terminate this authority at any time, by providing written notice to the Customer(s) where:
 - No further payment to the loan is required
 - Three (3) consecutive attempts, in accordance with The Schedule, to complete payment have been dishonoured

3. How to cancel or change direct debits

You can:

- (a) cancel or suspend the Direct Debit Request; or
 - change, stop or defer an individual debit payment at any time by giving us at least **14 days** notice.

To do so, contact us at Bendigo and Adelaide Bank Limited, PO Box 480 Bendigo, 3552

or

by telephoning us on 1300 236 344 during business hours;

You can also contact your financial institution, which must act promptly on your instructions.

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) we may charge you reasonable costs incurred by us on account of there being insufficient funds; 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*.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

- 5.1 If you believe that there has been an error in debiting *your account, you* should notify us directly on **Bendigo and Adelaide Bank Limited, PO Box 480 Bendigo, 3552 or phone 1300 236 344**. Alternatively, you can contact your financial institution for assistance.
- 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 within a reasonable period 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 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

- 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. Contacting each other

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Bendigo and Adelaide Bank Limited, PO Box 480 Bendigo, 3552**
- 8.2 We will notify you by sending a notice to the preferred address or email you have given us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the second banking day after sending.

9. Exercising our rights

9.1 If any term of this agreement or a *Direct Debit Request* is subject to unfair contract terms legislation, we may only exercise our rights under that term to the extent necessary to protect our legitimate interests. This does not apply however if the term is one which would not cause any detriment to *you* if we applied it or relied on it, or if the term does not cause a significant imbalance between *you* and *us*.