

# Direct Debit Request Form



Your own personal bank

Please use black ink and BLOCK letters.

**Facility Name**

**Facility Number(s)**

## Bank Details

I wish to nominate the bank account below:

- To replace my/our existing nominated bank account
- To add as an additional nominated account for my/our facility
- To add/amend the nominated account applied to my WealthBuilder/  
Instalment Plus facility

At least one of the holders of the nominated bank account **must be** a borrower under the margin loan facility shown above.

Name of Bank or Financial Institution

Account Name

BSB

Account Number

The bank account nominated is authorised for:

- Direct Debit only; OR  Both Direct Debit and Direct Credit

## Amounts to be Debited

I/We wish to pay interest charges on the loan.

(Monthly interest payments will be debited on the first Business Day of the following month.  
Annual interest payments will be debited on the due date.)

I/We wish to pay \$  to the loan account weekly/fortnightly/monthly starting  
on  /  /

I/We wish to pay any amount up to a limit of \$  with/without notification to  
cover margin calls on the loan.

I/We wish to pay any amount to the loan account that I/we instruct in writing from time to time, or up to  
\$  by giving those instructions by telephone.

*Bank accounts held in joint names:* Instructions will be accepted from each holder individually, despite any instructions to the contrary that you may have provided to the financial institution at which the account is held.

## Direct Debit Request and Direct Debit Service Agreement

You must read the Direct Debit Service Agreement attached to this form, and sign in the signature section below.

### Acknowledgements

By completing this Direct Debit Request and signing below you:

- acknowledge that you have read and understood the Direct Debit Service Agreement attached to this form;
- authorise and request Leveraged Equities Limited (ABN 26 051 629 282, User ID number 032807) or Adelaide Equity Finance Pty Ltd (ABN 17 008 614 122, User ID number 153465) and their successors and assigns to debit the nominated account with the amounts above through the bulk electronic clearing system; and,
- acknowledge that if the nominated account is held in joint names, instructions will be accepted from each holder individually, despite any instructions to the contrary that you may have provided to the financial institution at which the account is held.

### Borrower/s

#### Borrower 1/Director 1/Sole Director

Print full name

Signature

Date  /  /

#### Borrower 2/Director 2/Secretary

Print full name

Signature

Date  /  /

### Bank Account Holder's Signature

If one or more of the account holders is not a Borrower, that account holder must sign below:

#### Bank Account Holder 1

Print full name

Signature

Date  /  /

#### Bank Account Holder 2

Print full name

Signature

Date  /  /

### Attachment: Direct Debit Service Agreement

Please complete and return to:

BOQ Margin Lending  
GPO Box 5388, SYDNEY NSW 2001

Fax: 1300 783 716

(08/10) (S30355)

If you require any assistance, please contact our Client Service Team on 1300 783 709 or email [boq@marginlending.com](mailto:boq@marginlending.com)

## **Direct Debit Service Agreement**

### **1. Interpretation**

- 1.1 "You" and "your" means the person(s) who signed the Direct Debit Request (DDR)
- 1.2 If you sign a DDR these are the terms of the Direct Debit Service Agreement between the Lender and you.

### **2. Debit arrangements**

- 2.1 By making a DDR you authorise the Lender to arrange for funds to be transferred from your nominated account in accordance with this Direct Debit Service Agreement, and you also authorise the financial institution where your account is held (Financial Institution) to debit your nominated account accordingly.
- 2.2 The DDR must be in writing signed by you unless otherwise agreed by the Lender. The Lender may, at its discretion, decide not to act on a telephone, facsimile, email or other instruction for any reason, including if the Lender believes or suspects that the instruction is fraudulent, mistaken or unauthorised.
- 2.3 You agree that if the Lender accepts an instruction by telephone, facsimile, email or other means the Lender approves from time to time, the risk of an unauthorised transaction or a fraud lies with you and you will not make claim on the Lender, and will indemnify the Lender against any claim on the Lender made by anyone else, as a result of or in connection with the Lender acting on such an instruction.
- 2.4 Direct debits will not commence until the Lender has processed your direct debit application.
- 2.5 All direct debits made on your behalf in accordance with a DDR are deemed payments by you.
- 2.6 If the date you have nominated for payment is a day that the Lender cannot perform a direct debit (such as where it is not a business day), the Lender may direct the Financial Institution to debit your account on the next day on which it can (this will generally be the next business day). If you are unsure about which day your account has been or will be debited please check with the Financial Institution.
- 2.7 Nothing in this Direct Debit Service Agreement affects or overrides the terms of your loan agreement. If the result of a debit payment being dishonoured is that you do not make a payment due under the loan agreement on time then an Event of Default will occur for the purpose of that agreement and default interest may accrue on the unpaid amount.

### **3. Your rights**

- 3.1 You may terminate the direct debit arrangement with the Lender by giving the Lender a written Notice. The termination will be effective when the Lender has completed processing your request.
- 3.2 You may request that the Lender stop or defer a payment by notifying the Lender in writing. The Lender will notify you if your request to stop or defer a payment has been successful.
- 3.3 You may alter the DDR amount and the date on which payment is to be made by completing a new application.
- 3.4 Where you consider the debit is incorrect in either the due date or amount or both, you should raise the matter with the Lender.
- 3.5 All Notices to the Lender must be in writing.

### **4. The Lender's rights**

- 4.1 The Lender may terminate the direct debit arrangement as to future deductions at any time by notice in writing to you.
- 4.2 The Lender may in its discretion vary any condition and introduce a charge in relation to the DDR. The Lender will notify you of variations to this Direct Debit Service Agreement in writing, no later than 14 days prior to the day on which the variation takes effect.

## **5. Your responsibilities**

5.1 It is your responsibility:

- (a) before completing the DDR to:
  - i check with the Financial Institution that direct debiting is available on your nominated account. You will need to do this because direct debiting is not available on all accounts offered by financial institutions; and
  - ii check the account details you have provided to us are correct by checking them against a recent statement of your nominated account;
- (b) to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due settlement date of your transactions executed by the Lender;
- (c) to check the statements issued on your nominated account to verify that the amounts debited from the account are correct;
- (d) to ensure that the authorisation to debit the nominated account is in the same name as the account signing the instruction held by the Financial Institution;
- (e) to advise us if the account you have nominated to debit is transferred or closed; and
- (f) to ensure that suitable arrangements are made if the DDR is cancelled:
  - i by you
  - ii by the Financial Institution; or
  - iii for any other reason.

## **6. Dispute**

- 6.1 If you believe that there has been an error in debiting your nominated account you should contact the Lender and confirm the details by writing to the Lender, as soon as possible so that the Lender can try to resolve your query quickly.
- 6.2 If the Lender's investigations show that your account has been incorrectly debited the Lender will arrange for the Financial Institution to adjust your account (including interest and charges) accordingly. The Lender will also notify you in writing of the amount by which your account has been adjusted.
- 6.3 If the Lender's investigations show that your account has not been incorrectly debited the Lender will respond to your query by providing you with reasons and copies of any evidence for this finding.
- 6.4 Any queries you may have about an error made in debiting your account should be directed to the Lender in the first instance so that the Lender can attempt to resolve the matter between the Lender and you. If the Lender cannot resolve the matter you can then refer it to the Financial Institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## **7. Confidentiality and Privacy**

- 7.1 When the Lender collects, uses and discloses the personal information in your DDR (such as your account details), the Lender complies with the privacy and related law and the Lender's privacy policy.
- 7.2 The Lender will disclose information about you for the purposes of this Direct Debit Service Agreement which may include providing information to the financial institution or others involved in the direct debit system (for example the Lender may need to do so in connection with a claim that there has been an incorrect or wrongful debit).
- 7.3 If you fail to provide any information requested in the DDR then the Lender will not be able to arrange debit payments.

## **8. Priority**

- 8.1 The financial institution may in its absolute discretion conclusively determine the priority of payment by it of any moneys, pursuant to this or any other authority or withdrawal request which you give to the Financial Institution in relation to your nominated account.