

# Change Bank Account Details

Complete this form using **black ink**, CAPITAL LETTERS and mark [x] in the appropriate boxes.

## Instructions

- A Nominated Account must be in the name of the Direct Investment Loan or a Borrower must be bank account holder.
- Where a bank account holder is **NOT** a Borrower to the Direct Investment Loan please provide originally certified copy of identification for that person.
- For Direct Debit, provide evidence confirming the BSB, Account Number and Account Name from the Financial Institution.

## 1 Facility Details

Borrower name

Loan account number

## 2 Bank Account Details (Nominated Account)

Name of Bank or Financial Institution

Account Name

BSB  Account Number

## 3 Instructions

**Authorisation for the Nominated Account. Select the relevant options.**

- Direct debit     Direct credit
- Replace existing nominated account

## 4 Direct Debit Payment Authority

**If choosing this option, ensure you submit evidence confirming the BSB, Account Number and Account Name from the Financial Institution (i.e. statement or screen shot)**

**Select the relevant options.**

- Interest payments  
(Monthly interest will be debited on the first Business Day of the following month. Annual interest will be debited on the due date.)
- Monthly contributions for the Instalment Gearing feature (if applicable).
- Periodic payments in accordance with the schedule below.

Amount \$       Frequency  Weekly     Fortnightly     Monthly

Start Date

# 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 (APCA User ID No. 032807 or User ID No. 153465 as applicable) and its successors and assigns to debit the Nominated Account with any amounts which the Lender may debit or charge 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.

## 5 Execution

Signature of Borrower

Print full name

Date

 /  / 

Signature of Additional Borrower

Print full name

Date

 /  / 

## 6 Bank Account Holder's Signature (if not the borrower or guarantor)

Signature of Bank Account Holder

Print full name

Date

 /  / 

Signature of Bank Account Holder

Print full name

Date

 /  / 

### Submit this form by:

Mail: Leveraged, GPO BOX 5388, Sydney NSW 2001

Email: [direct@leveraged.com.au](mailto:direct@leveraged.com.au)

Fax: 02 8282 8383

For any enquiries please contact us on 1300 783 709

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[leveraged.com.au](http://leveraged.com.au)

LE115 (06/16)

Change Bank Account Details dated 1 June 2016

# Direct Debit Service Agreement

## 1. Interpretation

- 1.1. The words "you" and "your" when referred to in this Direct Debit Service Agreement mean the person(s) who signed the 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 not agree 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. The DDR must be in writing signed by you unless otherwise agreed by the Lender. The Lender may not agree 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.
- 2.4. 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 falls on a day that is not a Business Day, the Lender may direct the Financial Institution to debit your account on the following 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 the Agreement. If the result of a debit payment being returned is that you do not make a payment due under the 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.
- 2.8. If there are insufficient cleared funds available in your Nominated Account to meet any debit payment: (a) you or your Nominated Account may be charged a fee and/or interest by the Financial Institution; (b) the Lender may charge a fee to reimburse itself for costs or charges it has incurred as a result of the failed transaction; (c) if there has been a Margining Event or you are in default in your payments, you must arrange for the payment to be made by another method or arrange for sufficient cleared funds to be in your Nominated Account within 3 days or such other period as the Lender specifies so that the Lender can make a further drawing on your Nominated Account; and (d) the Lender may attempt a redraw on your Nominated Account.

## 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 the Lender to 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 DDR.
- 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 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 the Lender 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 the Lender 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.
- 7.4. The Lender's privacy policy contains information about how you can gain access to and seek correction of your personal information, and how you can complain about a breach of the privacy laws by the Lender and how the Lender will deal with a complaint.

## **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.