

AUTHORITY TO DEBIT ACCOUNT

Your details

1. Given name(s) Surname
 Work phone number Home phone number
 Address
 Postcode

2. Given name(s) Surname
 Work phone number Home phone number
 Address
 Postcode

OR Company Name
 ACN/ARBN/ABN *Please circle* Contact phone number
 Address
 Postcode

Request and authority to debit

This authority relates to my/our (please specify loan type)
 and is to (please tick one and complete any associated details)
 establish a new Regular Deposit to my loan
 establish an additional Regular Deposit to my loan
 replace the Regular Deposit relating to this loan which was for
 \$ each week fortnight month

Request and authority to debit (continued)

In accordance with the Terms and Conditions of my/our loan account and subject to the terms and conditions of the Direct Debit Request Service Agreement and any further instructions provided below I/we request and authorise HSBC Bank Australia Limited to debit my/our nominated account below through the Bulk Electronic Clearing System and pay to my/our loan account:

the amount due under my/our loan contract each month

OR

the amount of \$

(please tick one and complete any associated details)

Frequency

Option 1 monthly on the day of the month (e.g. 5th)

starting on: / /

Option 2 fortnightly starting on: / /

Option 3 weekly each (e.g. Wednesday)

starting on: / /

The Regular Deposit is to continue to operate at the intervals set out commencing on the date set out above. If the loan has not been settled by the date indicated above we will effect the Regular Deposit after settlement the next date that is in accordance with the chosen frequency.

Name and address of the Financial Institution at which your nominated account is held

Nominated Account holders name(s)

BSB No

Account No

You may cancel or alter this authority or stop a debit or payment to be made under this authority by calling customer service on 1300 308 008 or sending your written instruction to HSBC Bank Australia Limited 580 George Street Sydney NSW 2000.

Signature(s)

Before signing this section, please read the Service Agreement (over the page). Your signature below will acknowledge you have read, understood and accepted the terms and conditions governing the debit arrangements as set out in this request and in your Service Agreement and confirm that the details on the form have been checked and are correct. If a joint account or company account, please sign in accordance with the authority for the nominated account. If you are signing on behalf of another person or entity, please state the capacity in which you sign in the signature box below.

Complete the following only if a one director company

I Print name

sign in the capacity of sole director and sole secretary of the company

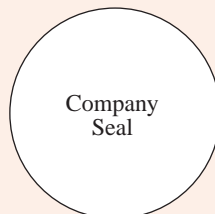
Company signature(s):

Director

Date / /
 Print name

Director/Secretary (delete as appropriate)

Date / /
 Print name



Individual Signature 1

Date

 / /

Individual Signature 2

Date

 / /

Office use only

Loan Account No

Loaded (Initial in box)

Checked (Initial in box)

DISTRIBUTION. This Copy to HSBC Bank Australia Limited; duplicate to be retained by Client.

Definitions

account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

Act means the *Privacy Act 1988 (Commonwealth)*

agreement means this Direct Debit Request Service Agreement between *you* and *us*, including the *direct debit request*.

business day means a day other than a Saturday or Sunday or a listed public holiday throughout Australia.

debit day means the day that *you* have instructed *us* to make a *debit payment* in or in accordance with the *direct debit request*.

debit payment means a particular transaction where a debit is made, according to *your direct debit request*.

direct debit request means the *Direct Debit Request* between *us* and *you*.

direct debit system means the Bulk Electronic Clearing System.

personal information means any information (including any sensitive information) which we collect, use, hold and disclose about *you* (including *your account* details and any amounts to be debited from *your account*) in accordance with the *Act*.

privacy and related law means the *Act* including the National Privacy Principles, and all other privacy law or codes of practice relevant to *our* collection, use and disclosure of *your personal information* and *our* processing of *your direct debit request*.

privacy policy means *our* Privacy Policy which can be obtained by contacting *our* Privacy Officer on 1300 308 008 or by visiting any HSBC Bank Australia Limited branch or agency.

us and *we* and *our* means HSBC Bank Australia Limited ABN 48 006 434 162.

you and *your* means the customer who signs 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 under the *agreement*.

1 Debiting your account

1.1 By signing a *direct debit request*, *you* authorise *us* to arrange for funds to be debited from *your account* according to the *agreement* we have with *you* and *you* also authorise *your financial institution* to debit *your account* accordingly.

1.2 We will only arrange for funds to be debited from *your account*:

- as authorised in the *direct debit request* when *you* have an *account* with *us* into which the debited funds are to be paid; and
- according to any notice we send *you* specifying the debit amount and the date it is to be paid into that *account*.

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 or will be debited, please check with *your financial institution*.

2 Changes by us

2.1 We may vary any details in this *agreement* or a *direct debit request* at any time by giving *you* at least 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 *us* on 1300 308 008.

3.2 If *you* wish to stop or defer a *debit payment* *you* can: give *us* reasonable notice in writing that *you* wish to do so; and/or arrange it through *your financial institution*.

3.3 *You* may cancel *your* authority for *us* to debit *your* account at any time by: giving *us* reasonable notice in writing; and/or arranging it through *your financial institution*.

4 Your obligations

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* on the date a *debit payment* is to be made to allow that *debit payment* to be made.

4.2 If there are insufficient clear funds available in *your account* to meet a *debit payment*:

- *you* or *your account* may be charged a fee and/or interest by *your financial institution*;
- *you* or *your account* may be charged a fee to reimburse *us* for charges we have incurred for the failed transaction; and

- *you* must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in *your account* within the next 7 days or another time we agree with *you* so that we can process the *debit payment*.

Nothing in this *agreement* affects or overrides the terms of *your* loan contract. If the result of a *debit payment* being returned is that *you* do not make a payment due under *your* loan contract on time then a default event will occur for the purpose of that contract and default interest may accrue on the unpaid amount.

4.3 Please 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 in connection with this *agreement*, then *you* agree to pay *us* on demand an amount equal to the GST included in the consideration payable for the supply.

5 Dispute

5.1 If *you* believe that there has been an error in debiting *your account* *you* can: take it up with *your financial institution* *direct*; and/or call *us* on 1300 308 008 and confirm the details by writing to *us*, at the address below as soon as possible so that we can try to resolve *your* query quickly.

5.2 If *our* investigations show that *your account* has been incorrectly debited we will arrange 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 *our* investigations show that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and copies of any evidence for this finding.

6 Accounts

6.1 *You* should check:

- 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;
 - *your account* details which *you* have provided *us* are correct by checking them against a recent *account* statement; and
 - with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request* or whether direct debiting is available from *your account*.
- 6.2 **Warning:** if the *account* number *you* have quoted is incorrect, *you* may be charged a fee to reimburse *our* costs in correcting any deductions from:
- an account *you* do not have authority to operate; or
 - an account *you* do not own.

7 Confidentiality and Privacy

7.1 When we collect, use and disclose *your personal information* including any in *your direct debit request* (such as *your account* details), we comply with the *privacy and related law* and *our privacy policy*.

7.2 We will disclose information about *you* for the purposes of this service *agreement* which may include providing information to *your financial institution* or others involved in the *direct debit system* (for example we 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 *direct debit request* then we will not be able to arrange *debit payments*. *You* can access most *personal information* that we and *our* related companies hold about *you* by contacting *our* privacy officer on 1300 308 008. Sometimes that access will not be possible, in which case *you* will be told why.

8 More information and Notices

8.1 If *you* wish to make an enquiry or express a concern about the way we collect, use and disclose *your personal information* contact *us* on 1300 308 008 or speak to *us* personally at one of *our* branches.

8.2 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should contact *us* on 1300 308 008 to confirm *our* correct mailing address.

8.3 We will notify *you* about any matter relating to this *agreement* or *your* privacy by sending a notice in the ordinary post to the last address *you* notified to *us*. Any notice we send will be deemed to have been received by *you* 2 *business days* after it is posted.