

Complete the form using blue or black pen and print in clear CAPITAL LETTERS

 Mail the completed form to: **GPO Box 5302, SYDNEY NSW 2001** **OR**  Fax to: **1300 765 150**

**CUSTOMER DETAILS**

Loan account number

**ACCOUNT HOLDER 1**

Title  
 Mr  Mrs  Miss  Ms  Other

First name(s)

Surname

Home phone number  ( )  Work phone number  ( )

Address  
  
  
 Postcode

**ACCOUNT HOLDER 2**

Title  
 Mr  Mrs  Miss  Ms  Other

First name(s)

Surname

Home phone number  ( )  Work phone number  ( )

Address  
  
  
 Postcode

**REQUEST AND AUTHORITY TO DEBIT**

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 (user ID no 135 152) to debit my/our nominated account below through the Bulk Electronic Clearing System and pay to my/our loan account:

*Office use only*  
 Loan account number

**REQUEST AND AUTHORITY TO DEBIT *continued***

Amount to be debited  
 Amount due under my/our loan contract each month  
 The amount of \$   
*(cannot be less than the minimum monthly payment)*

Frequency  
 Monthly  Fortnightly  Weekly

Commencement date  
 DD / MM / YY

This Regular Deposit is to continue to operate at the intervals set out commencing on the date set out above.

Nominated account holder name(s) *(no business accounts)*

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

BSB number  Account number

You may cancel this authority or stop a debit or payment to be made under this authority by sending your written instruction to HSBC Bank Australia Limited, GPO Box 4263, Sydney NSW 2001.

**AUTHORISATION**

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, please sign in accordance with the authority for the nominated account.

**Individual Signature 1**  **Date**  DD/MM/YY

**Individual Signature 2**  **Date**  DD/MM/YY

Loaded (Initial in box)  Checked (Initial in box)

# DIRECT DEBIT SERVICE AGREEMENT

## 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 overleaf 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 two business days after it is posted.