



Direct Debit Request Service Agreement

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*.

business 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 means the Direct Debit Request between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

us or *we* means KeyInvest Ltd *you* have authorised by signing a *direct debit request*.

you means the customer who signed 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.

1. **Debiting your account**
 - 1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for 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*.
 - 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 or will be debited *you* should ask *your financial institution*.
2. **Changes by us**
 - 2.1 *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.
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 08 8213 1100.
 - 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least two (2) days before the next *debit day*. This notice should be given to *us* in the first instance.
 - 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* two (2) days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.
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) *you* may also incur fees or charges imposed or incurred by *us*; 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.
 - 4.4 If Commonwealth Bank of Australia ABN 48 123 123 124 ("CBA") is liable to pay goods and services tax ("GST") on a supply made by the CBA in connection with this *agreement*, then *you* agree to pay the CBA on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate

- 5 Dispute**
- 5.1 If you believe that there has been an error in debiting *your account*, you should notify *us* directly on 08 8213 1100 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 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 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.
- 5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.
- 6. Accounts**
- You* should check:
- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting through the Bulk Electronic Clearing System (“BECS”) 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. Notice**
- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to PO Box 3340 Rundle Mall SA 5000.
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received two (2) *business days* after it is posted.

KeyInvest Ltd

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