

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

<b>Definitions</b>	<p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>business day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>debit payment</i> means a particular transaction where a debit is made.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i> (and includes any Form PD-C approved for use in the <i>Transitional period</i>).</p> <p><i>third party</i> means a person other than the loan account holder/s.</p> <p><i>Transitional period</i> means the period commencing 31 March 2000 and concluding 31 March 2001.</p> <p><i>us</i> or <i>we</i> means Perpetual Trustees Victoria Limited <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer who signed the <i>direct debit request</i>.</p> <p><i>your account</i> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold <i>your account</i>.</p>
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>direct debit request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>business day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the preceding <i>business day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p> <p>1.4 In the event of a <i>direct debit request</i> not being honoured, <i>we</i> may seek to again debit <i>your account</i> for the failed payment and related costs at our discretion.</p>
<b>2. Changes by us</b>	<p>2.1 <i>We</i> may vary any details of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving <i>you</i> at least 14 days written notice.</p>
<b>3. Changes by you</b>	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 1300 300 989.</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least three days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your account</i> at any time by giving <i>us</i> 15 days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>

<p><b>4. Your obligations</b></p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> <li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</li> </ul> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p> <p>4.4 If <i>we</i> are liable to pay goods and services tax (“GST”) on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay <i>us</i> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p><b>5. Dispute</b></p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on 1300 300 989 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
<p><b>6. Accounts</b></p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> <li>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions;</li> <li>(b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent account statement; and</li> <li>(c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>.</li> </ul>

<b>7. Confidentiality</b>	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of our employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
<b>8. Third Parties</b>	<p>8.1 All <i>third party direct debit requests</i> must be submitted using a fully completed <i>Direct Debit Request</i> form, <i>third party direct debit requests</i> cannot be processed using incomplete forms.</p> <p>8.2 Any Redraw request amounts will be credited to <i>your</i> account.</p>
<b>9. Notice</b>	<p>9.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to <i>Challenger Mortgage Management Pty Ltd, P.O. Box 626 Collins Street West, Melbourne, Victoria, 8007</i>.</p> <p>9.2 We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>9.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>

# DIRECT DEBIT REQUEST

**REQUEST AND AUTHORITY TO DEBIT THE ACCOUNT NAMED BELOW TO PAY  
PERPETUAL TRUSTEES VICTORIA LIMITED**

Surname or Company name: \_\_\_\_\_

Given names or A.C.N./A.R.B.N: \_\_\_\_\_

Request and authorise **Perpetual Trustees Victoria Limited User (ID 12179)** to arrange for any amount **Perpetual Trustees Victoria Limited** may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement and any further instructions provided below.

Financial institution name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Account Holder/s \_\_\_\_\_

Bank/State/Branch Number 

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Account Number 

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Payment frequency      Monthly       Twice Monthly       *Please tick one box only.*  
Fortnightly       Weekly       *\* Not available for Non-Conforming loans*

In addition, I would like to repay (optional):

Minimum Repayment plus \$  or  Nominated Repayment of \$

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and **Perpetual Trustees Victoria Limited** as set out in this Request and in your Direct Debit Request Service Agreement.

\_\_\_\_\_  
Bank Account holder's signature      Bank Account holder's signature  
(If signing for a company, sign and print full name and capacity for signing e.g. Director)

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Tel: Home \_\_\_\_\_      Tel: Home \_\_\_\_\_

Tel: Work \_\_\_\_\_      Tel: Work \_\_\_\_\_

Tel: Mobile \_\_\_\_\_      Tel: Mobile \_\_\_\_\_

**If the Direct Debit Request is being given by a Third Party then you must complete the following:**  
By signing this section of the Direct Debit Request you acknowledge that your repayments are being paid by a third party to the loan account and that any requests for redraw will be placed in this (third party's) nominated account

\_\_\_\_\_  
Loan Account holder's signature      Loan Account holder's signature

Date: \_\_\_\_\_      Loan ID \_\_\_\_\_

Loan Number \_\_\_\_\_      Loan account name \_\_\_\_\_

**PLEASE NOTE: YOUR SETTLEMENT COULD BE DELAYED IF YOU DO NOT PROVIDE FULL CONTACT DETAILS  
NO CHANGES CAN OCCUR ON EXISTING LOAN ACCOUNTS WITHOUT ALL THE RELEVANT SECTIONS OF THIS FORM BEING  
COMPLETED**