

Borrower's name/s:  Loan reference no.

Direct debit start date  /  /  Total loan amount:

Email to: [customer@loans.com.au](mailto:customer@loans.com.au)

Direct debit	Split 1 \$ _____	Split 2 \$ _____	Split 3 \$ _____	Split 4 \$ _____
Account name				
Name of bank				
BSB				
Account number				
Repayment frequency	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*
Repayment amount	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$
	<input type="checkbox"/> From offset sub-account	<input type="checkbox"/> From offset sub-account	<input type="checkbox"/> From offset sub-account	<input type="checkbox"/> From offset sub-account

Weekly\* and fortnightly\* repayments are only available on Principal and Interest loans and are calculated by dividing the monthly payment by four or by two respectively.

**Customer Authorisation**

You request and authorise First Mortgage Company Pty Ltd ABN 37 099 125 318 (User ID 148031) to arrange a debit from your nominated account (above) through the Bulk Electronic Clearing System (BECS) for the amount set out in this Direct Debit Request or such other amount as instructed by you from time to time to your Originator / Manager. You acknowledge this direct debit arrangement is governed by the terms of the Direct Debit Request Service Agreement contained in Your Loan General Terms and Conditions. By signing this Direct Debit Request you confirm that you are authorised to operate the nominated account, and that you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement contained in Your Loan General Terms and Conditions.

By signing below you agree to the arrangements set out in this document.

Please sign with a pen, electronic signatures are not valid.

Full name:  Signature:  Date:  /  /

Full name:  Signature:  Date:  /  /

# Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with First Mortgage Company Pty Limited ABN 37 099 125 318 (User ID 148031) (the Debit User). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep these terms and conditions for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

## 1. Definitions

- a. *account* means the account held at your financial institution from which we are authorised to arrange for funds to be debited;
- b. *agreement* means this Direct Debit Request Service Agreement between you and us;
- c. *banking day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia;
- d. *debit day* means the day that payment by you to us is due;
- e. *debit payment* means a particular transaction where a debit is made;
- f. *Direct Debit Request or DDR* means the written, verbal, or online request between us and you to debit funds from your account;
- g. *us or we* means First Mortgage Company Pty Limited (the Debit User) you have authorised by requesting a Direct Debit Request;
- h. *you* means the customer who has authorised the Direct Debit Request;
- i. *your financial institution* means the financial institution at which you hold the account you have authorised us to debit.

## 2. Debiting your account

- a. By submitting a DDR you have authorised us to arrange for funds to be debited from your account. The DDR and this agreement set out the terms of the arrangement between us and you.
- b. We will only arrange for funds to be debited from your account as authorised in the DDR.
- c. If the direct debit falls on a day which is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 3. Amendments by us

- a. We may vary any details of this agreement or a DDR at any time by giving you at least thirty (30) days written notice sent to the preferred email or address you have given us in the DDR.

## 4. How to cancel or change direct debits

- a. You can:
  - i. cancel or suspend the DDR; or
  - ii. change, stop or defer an individual debit payment at any time by giving us at least 7 days notice.
- b. To do so, contact us during business hours. You can also contact your own financial institution, which must act promptly on your instructions.

## 5. Your obligations

- a. 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 DDR.
- b. If there are insufficient clear funds in your account to meet a debit payment:
- c. you may be charged a fee and/or interest by your financial institution;
- d. we may charge you reasonable costs incurred by us on account of there being insufficient funds; and
- e. 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.
- f. You should check your account statement to verify that the amounts debited from your account are correct.

## 6. Dispute

- a. If you believe that there has been an error in debiting your account, you should notify us directly. Alternatively you can contact your financial institution for assistance.

- b. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging within a reasonable period 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.
- c. 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 in writing.

## **7. Accounts**

- a. You should check:
  - i. 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;
  - ii. your account details which you have provided to us are correct by checking them against a recent account statement; and
  - iii. with your financial institution before completing the DDR if you have any queries about how to complete the DDR.

## **8. Confidentiality**

- a. We will keep any information (including your account details) in your DDR 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.
- b. We will only disclose information that we have about you:
  - i. to the extent specifically required by law; or
  - ii. for the purposes of this agreement (including disclosing information in connection with any query or claim).

## **9. Contacting each other**

- a. If you wish to notify us in writing about anything relating to this agreement, you should write to us.
- b. We will notify you by sending a notice to the preferred address or email you have given us in the DDR. Any notice will be deemed to have been received on the second banking day after sending.