

Baptist Financial Services Australia Ltd

ABN 56 002 861 789 – AFSL 311062
("BFS" and "Baptist Financial Services")
A delegated body of Australian Baptist Ministries



Ph 1300 650 542

Email clients@bfs.org.au

Web www.bfs.org.au

SECURED LOAN APPLICATION

Churches & Christian Organisations

Applicant Details

Please complete in full the Secured Loan Application form, Client Acknowledgment (last page) and Account Application form and sign before sending it to us by post or via clients@bfs.org.au.

If you require assistance or have a question, please contact your Relationship Manager or call 1300 650 542.

For Incorporated and Unincorporated Associations please also attached the authorising Minutes of the Association.

I/We have attached the applicable Customer Identification and Verification documents for our selected entity type:

TRUST

INCORPORATED ASSOCIATIONS

DOMESTIC COMPANY

UNINCORPORATED ASSOCIATIONS

PARTNERSHIP

Minutes

Office use only:

Application No: _____

Client ID confirmed:

Applicants Name:

Applicant Affiliation (e.g. Baptist Union or Christian Organisation):

Business location address (this item must be completed):

<input type="text"/>					
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>

Postal address (if different from business location address, otherwise leave blank):

<input type="text"/>					
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>

Contact Details [Please include the details of at least two contacts (e.g. e-mail and phone number) and area code(s)]:

Contact person	<input type="text"/>				
Phone	()	Mobile	<input type="text"/>		
E-mail	<input type="text"/>				

Contact person	<input type="text"/>				
Phone	()	Mobile	<input type="text"/>		
E-mail	<input type="text"/>				

Applicant Details (Cont.)

Nature of business (describe your ministry objectives):

Please attach a Faith Statement if not a Baptist Church or Organisation

Attached: Yes No

Purpose of the loan and its benefits to your church/organisation (please attach if insufficient space):

Governance Structure and Officeholders

1. Please attach a description your governance structure (e.g. please detail corporate structure, Board composition, registrations, stakeholders, officeholders and reporting requirements).

Attached: Yes No

2. Provide a list of officeholder names and positions (if additional Officeholders are to be named, please complete in "Other Information" on page 8):

Officeholder(s)			
Position(s)			
Officeholder(s)			
Position(s)			

Please indicate if you have an existing BFS Client Account in the same name and would like to use the same client number:

Loan Details

Please select your required choices.

On behalf of the above Applicant we apply for:

1. **A Total Loan Limit** of \$ _____

2. **Loan Purpose:**

Purchase

Construction/Building

Refinance or

Other (please specify): _____

3. **Loan Type:**

Instalment Loan (principal & interest) of \$ _____ for a term of ____ (max 20 years)

Construction Loan (Interest Capitalised) of \$ _____ for a term of ____ (max 3 years)

Construction Loan (Interest Only) of \$ _____ for a term of ____ (max 3 years)

Bridging Loan (Interest Only) of \$ _____ for a term of ____ (max 3 years)

Bridging Loan (Capitalised Interest) of \$ _____ for a term of ____ (max 3 years)

Continued Over

Loan Details (Cont..)

Please select your required choices.

- GST Bridging** of \$ _____ for a term of ____ (max 6 months)
- Interest Only Loan** of \$ _____ for a term of ____ (max 3 years)
- Overdraft Loan** of \$ _____ for a term of ____ (max 5 years)
- Unsecured Principal & Interest** of \$ _____ for a term of ____ (max 5 years)

Or a combination of the above (e.g. *Interest Only followed by Instalment – tick both*):

Street address and Title Reference of any property being acquired with the loan or construction and/or development project:

The loan, if approved, will need to be available from _____.

Our organisation has passed the formal resolution/s approving the loan, registered first mortgage security and security of maintaining its main financial institution account with BFS, and, where applicable, authorising the appropriate Trustee to sign both the loan and mortgage documentation.

A signed copy of the resolution is attached: Yes No

Loan approval is always subject to the necessary resolution(s) being passed by the applicant.

Existing Loans - Please provide copies of loan agreements (terms and conditions) and statements for each loan for the past 12 months under the below headings (*e.g. Instalment, Interest Only, Overdraft, Congregational, Interest-bearing, interest free etc.):

- Facility Provider: _____

Facility Limit	\$ _____	Balance	\$ _____	Type*	

- Facility Provider: _____

Facility Limit	\$ _____	Balance	\$ _____	Type*	

- Facility Provider: _____

Facility Limit	\$ _____	Balance	\$ _____	Type*	

- Facility Provider: _____

Facility Limit	\$ _____	Balance	\$ _____	Type*	

Property Purchase or Project Details

1. Property Purchase Costs:

	Amount
Purchase Price	\$ _____
GST	\$ _____
Stamp Duty	\$ _____
Legal Costs	\$ _____
Other: _____	\$ _____
Total	\$ _____

A copy of the executed Purchase Contract is attached:

Yes No

Property Purchase or Project Details (Cont.)

2. Construction, redevelopment or refurbishing projects:

(a) Details including copies of plans or some drawings are attached Yes No

(b) Project Manager or other competent person* appointed by the applicant, who will be responsible to authorise any progress payments from the loan based on the cost of works completed. Note that for significant or specialised projects BFS may require the appointment of a quantity surveyor.

Name: _____ Phone _____ E-mail _____

Experience and qualifications: _____

**Examples of a 'competent person' are qualified Architects, Quantity Surveyors, Project Managers, Licensed Tradesmen or Builders.*

(c) The construction cost of the project is based on the following (tick and specify the cost, as applicable):

Construction cost	Amount
<input type="checkbox"/> Quantity survey estimate	\$ _____
<input type="checkbox"/> Tenders for fixed price contract	\$ _____
<input type="checkbox"/> Architects/consultants Builders/contractors quotations fees	\$ _____
<input type="checkbox"/> Architects/consultants fees	\$ _____
<input type="checkbox"/> Contingency allowance	\$ _____
<input type="checkbox"/> Furnishings & Equipment	\$ _____
<input type="checkbox"/> Landscaping	\$ _____
<input type="checkbox"/> Car Park	\$ _____
<input type="checkbox"/> Other (specify): _____	\$ _____
<input type="checkbox"/> GST (refundable)	\$ _____
Total	\$ _____

(d) Is the loan to finance the planning and approval of a Development Application ('DA') to take place?

Yes No If yes, please provide details including estimated cost and scope of works:

(e) A Copy of the DA and stamped plans are attached (if approved): Yes No

Please note below any special conditions to be met before construction can commence:

(f) Is it proposed that any part of the development project be sold on completion? Yes No

If yes, please provide details and a copy of any sales agreement/s:

Project Plan

1. Where the project includes an income generating activity (e.g., rental premises, childcare center, retail coffee shop, school) please include a Business Plan for the first 5 years of the proposed venture. A guide to the preparation of a business plan is available for download from our website www.bfs.org.au If business activity is a new venture, please also provide an independent feasibility report.

- i) Business plan (if needed) attached: Yes No
- ii) Independent Feasibility Report attached: Yes No
- iii) For rental income please provide a copy of any existing lease agreement or, for a proposed rental, provide a Real Estate rental appraisal. Yes No

2. Cost of project/purchase (including GST) to be financed as follows. Note written evidence must be provided to verify the amounts and sources of funds:

Funds on deposit	\$ _____	
Pledges & Commitments	\$ _____	Available ____ / ____ / ____.
Congregational Loans	\$ _____	Available ____ / ____ / ____.
Sale of Property/other assets	\$ _____	Available ____ / ____ / ____.
BFS loan	\$ _____	
Other	\$ _____	
Total	\$ _____	

3. Where the property purchase, construction, or other expenditure to be made from the loan is subject to GST, please indicate how you will finance the cash flow for the GST payment pending the refund being received.

Financial Information

(a) Statistical Information (*churches only*)

When was the Church established? _____

Number of current members who regularly attend _____

Number of weekly Church attendees - now _____

Number of weekly Church attendees - 1 year ago _____

Number of weekly Church attendees - 5 years ago _____

Number attending weekly - Other groups:
e.g. Bible Study, Youth Groups etc. _____

Average of last 52 weeks offerings – now \$ _____

Average of last 52 weeks offerings – 1 year ago \$ _____

Average of last 52 weeks offerings – 5 years ago \$ _____

Average number of giving units – now \$ _____

ASSETS:

Real Estate Assets:

Property (manse / church etc.)	Address	Amount Still owing	Under mortgage to	Estimated Market value
		\$ _____		\$ _____
		\$ _____		\$ _____
		\$ _____		\$ _____
		\$ _____		\$ _____
		\$ _____		\$ _____

Funds/Cash Held in Financial Institutions:

Name of Financial Institution	Amount
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Statements for above accounts attached

 Yes No

Other Assets	Amount
Motor Vehicles:	\$ _____
Other (details):	\$ _____
	\$ _____
	\$ _____
	\$ _____

LIABILITIES

	Amount
Loans currently secured over Real Estate	\$ _____
Loans from Members	\$ _____
Other Loans or Leases	\$ _____
Payables: GST, PAYG Tax, Insurance etc.	\$ _____
Other (details)	\$ _____

Statements for above accounts attached

 Yes No

Security Property

(a) Please list below all properties to be used as security for your loan.

The title for these properties is/will be in the name of the applicant. Yes No

Are you aware of any registered or unregistered encumbrances on the property(s) that may affect or impinge how an owner can deal with the property? Yes No

If yes, please provide details:

The title deeds are currently held by:

Name: _____

Address: _____

Please attach details of the Title Reference for each property (e.g. Council rate notice).

Rate Notice or other detail of Title attached Yes No

(b) Insurance details of the property proposed as security for the loan:

Name of Insurer: _____

If insurer is not Baptist Insurance Scheme (BIS), please provide the following:

Insured Value of Building/s on loan security property: \$_____

Policy No: _____ Policy Expiry Date: _____.

Copy of Insurance attached (non-BIS only) Yes No

(c) A current market valuation for mortgage purposes that can be relied upon by BFS may be required from a Registered Valuer who is independent of the applicant in respect of the properties. Contact BFS on 1300 650 542 to obtain 'Instructions to Valuers' and an indication of valuation requirements.

Loan Affordability

(a) Income & Expenditure. Please supply the following:

(1) Copies of the past two (2) year's audited financial statements Yes No

(2) The current year budget with year-to-date actuals Yes No

(3) If the current budget is not being met, please provide an explanation as to why, and any existing or proposed action(s) addressing this situation.

(b) Demonstrated Capacity to Pay Loan Interest/Repayments over Term of Loan:

[refer to *The Loan Fees (Application, Establishment and Management)* and use Loan Calculator available on www.bfs.org.au] Refer to Luke 14:28-30.

Annual Loan repayments at current interest rate \$ _____

Annual Loan repayments at current interest rate plus 1% contingency \$ _____

If the annual repayments, including the contingency for any increase in interest rates, are not included within the current approved budget, please indicate how the applicant proposes to meet the loan repayments:

Budget surplus	\$ _____
Cost savings	\$ _____
Additional income	\$ _____
Pledges and commitments	\$ _____
Other	\$ _____
Total	\$ _____

Any additional information confirming your capacity to meet the loan repayments:

(c) Has the organisation received a notice from a financial institution as a result of having had a default with a current or previous loan within the past 5 years? Yes No

e.g., loan payments in arrears, loan payments not made by due date.

(d) Is there any other information you can provide to support your application?

Other Information

Please include the details of at least two contacts (e.g. e-mail and phone number) and area code(s)

(a) **Legal Representative:** Please provide details of any legal representative acting for the applicant in respect of the purchase of any property/business associated with this loan or in respect of the loan security arrangements.

Firm Name			
Contact person			
Phone	()	Mobile	
Email			

If the space for information requested is insufficient, please include an attachment with the additional details.

(b) Other or additional information

How did you become aware of BFS as a source of finance?

Additional Information you feel is relevant to your application (e.g. governance, officeholder names and positions, existing loans, assets etc.

Privacy Statement

BFS is committed to ensuring the confidentiality and security of your personal information. Our Privacy Policy, which provides further information about how we handle your information, is available upon request or by accessing our website www.bfs.org.au.

BFS's contact details for privacy purposes are as follows:

BFS's Privacy Officer

clients@bfs.org.au

Ministry and Learning Centre, Level 4, 5 Saunders Close, Macquarie Park NSW 2113 and 1300 650 542

We generally collect personal information directly from you. For example, personal information will be collected through our application processes, forms and other interactions with you in the course of providing you with our products and services, including when you visit our website, call us or send us correspondence. We may also obtain credit information about you from identity verifiers, credit providers and credit reporting bodies on your behalf if necessary, for us to provide our services to you.

Fees and Charges

1. **Application Fee** - the receipt of a completed and signed Secured Loan Application form by BFS will incur an Application Fee. Please refer to the enclosed Loan Fees (Application, Establishment and Management) and available on www.bfs.org.au to determine the applicable Application Fee. This Fee must be received before this Secure Loan Application can be processed.

Please complete the enclosed Direct Debit Request form to facilitate payment of the Application Fee.

2. Loan Establishment and Management Fees - Please refer to the enclosed Loan Fees (Application, Establishment and Management) and available on www.bfs.org.au for details the applicable Fees.

3. You are required to pay the fees and charges of our Solicitors in relation to the preparation and registration of the mortgage security documents for the loan together with any stamp duty which may be payable on the mortgage. Calculators to assist you in estimating the stamp duty payable on a mortgage or on purchase of a property are available on our website www.bfs.org.au/loans.

You are also required to pay the fees and charges of our Solicitors for discharge of the mortgage on repayment of the loan.

Any other fees applicable to the approved loan will be set out in the Letter of Offer of Loan.

Consideration of Your Loan Application

It is suggested that contact be made with the BFS State Relationship Manager to discuss your financial needs when planning a proposed project or purchase. BFS may be able to assist in your planning process, and your feedback will also assist BFS in planning for your financial needs.

Please ensure your application is made at the earliest possible time. **In general, applicants should allow a minimum of 2 months from the actual lodgment of an application for a loan to the point where the loan advance can be made.** On receipt of your application, BFS will undertake any due diligence work and enquiry that it considers necessary to enable consideration of your loan application. This process may require that we contact any governing body or other churches within your network and/or association to confirm affiliation, church health and any other matters pertaining to the ability to service this loan. Where your application is approved, an Offer of Loan is made in writing requiring acceptance within 120 days and then our legal adviser will prepare and arrange execution of the first mortgage documents following which the loan funds will be available.

Authorised Signatory/s and Representation

Please select your required choice to sign and receive a statement of the account(s) (If this section is not completed, we assume ALL authorised signatories must sign).

Each new signatory (not a signatory to a BFS Account) must complete and sign the **Account Signatory** section on page 12 of this application form (please make multiple copies as required and attach to this application form).

Any ONE* to sign OR Any TWO to sign OR All to sign OR Other: _____

*Subject to BFS approval

We accept that the specified number of authorised signatories listed below may endorse cheques, authorise loans, and to obtain any information concerning the loan/s generally.

--	--	--	--	--

Each authorised officer signing on behalf of the Applicant below represents that all information and documentation provided in relation to this Secured Loan Application for is true and correct in all material aspects.

Signatures of at least two (2) authorised Officers:

X	X
Name: _____	Name: _____
Date: _____	Date: _____

Please complete the Client Acknowledgement on the next page

Client Acknowledgement

The following documents and details are returned (please tick as appropriate):

a) Required:

- Secured Loan Application;
- Direct Debit Request form;
- Account Application – Loan together with Customer Identification and Verification forms;
- Minutes or formal resolution/s for Loan approval and account signatories;
- Governance structure description and a list of officeholder's names and positions; and
- Asset and Liability Statement
- Audited financial statements

b) If applicable:

- Purchase Contract
- Development Application
- Construction, Redevelopment or Refurbishing Plans
- Business Plan
- Account Statements
- Copy of Insurance
- Rates Notice or other detail of Title

Authorised Signatory

Authorised Signatory

X	X
Name: _____	Name: _____

PLEASE COMPLETE FOR EACH NEW ACCOUNT SIGNATORY

Account Signatory

Pursuant to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Baptist Financial Services cannot commence providing Clients with financial services until we obtain certain information about the Client, including signatories, and verify that this information is true and correct. BFS uses a Credit Reporting Agency (CRA) assessment to meet these regulatory obligations and each signatory's consent is required to undertake a CRA assessment.

- ♦ I wish to opt-out of receiving marketing information about other products or services BFS offers Yes
- ♦ I wish to opt-out of receiving electronic Statements Yes and/or I wish to receive paper Statements Yes
- ♦ I have provided a copy of my Photo Identification (refer to the [Identification Lists - Individuals](#)) Yes
- ♦ I wish to have BFSOnline access to be granted (refer to [BFSOnline Application](#) from www.bfs.org.au) Yes

Title	Given name	Middle Name	Surname
Driver Licence No		Date of Birth	___ / ___ / _____

Residential address

Property Name	Unit / St No	Street Name	Suburb	State	Postcode

Previous Address *(required if at above address for less than 2 years)*

Property Name	Unit / St No	Street Name	Suburb	State	Postcode

Contact Details [Please include at least two contact details (e.g., e-mail and phone number) and area code(s)]

Home Phone	()	Work Phone	()	Mobile	
Email					

I declare that:

- all the information I have provided in this application form is true, correct, and complete
- I have read and understood the 'Important Information' on page 1
- I have read, understood, and accept the terms and conditions as contained in our 'Product Information Statement – Offer Document: Debentures', and 'Product Disclosure Statement and Terms & Conditions – BFS Non Cash Payment Products' as it relates to powers of Authorised Signatories
- I consent to the collection, use and disclosure of personal information for the purposes shown in the Privacy Statement on page 6
- I consent to BFS and its representatives to act as my agent in seeking access to my credit information held by credit reporting bodies and credit providers. This authority applies to inquiries made by BFS in connection with the provision of services to me by BFS to verify my personal information (including name, residential address, and date of birth) for AML/CTF purposes
- I am authorised to provide the personal details presented and I consent to my information being checked by a CRA, with the document issuer or official record holder for the purposes of confirming my identity.
Please note you **must** tick the adjacent box for your information to be checked by a CRA. Yes

*	Date: ___ / ___ / _____
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AFFILIATE APPLICATION

I hereby apply for _____ (Church/Organisation)
to become an Affiliated Organisation of Baptist Financial Services and attest to our status as a
charitable organisation registered with [The Australian Charities and Not-For-Profit Commission](#) with the
same or similar charitable purpose to BFS and our agreement with the following Statement of Faith:

Statement of Faith

We believe in:

The **Holy Scriptures** as originally given by God, divinely inspired, infallible, entirely trustworthy, and the supreme authority in all matters of faith and conduct.

One **God**, eternally existent in three persons, Father, Son, and Holy Spirit,

Our **Lord Jesus Christ**, God manifest in the flesh, His virgin birth, His sinless human life, His divine miracles, His vicarious and atoning death, His bodily resurrection, His ascension, His mediatorial work, and His Personal return in power and glory.

The **Salvation** of lost and sinful man through the shed blood of the Lord Jesus Christ by faith apart from works, and regeneration by the Holy Spirit.

The **Holy Spirit**, by whose indwelling the believer is enabled to live a holy life, to witness and work for the Lord Jesus Christ,

The **Unity** of the Spirit of all true believers, the Church, the Body of Christ, and

The **Resurrection** of both the saved and the lost; they that are saved unto the resurrection of life, they that are lost unto the resurrection of damnation.

Source: *World Evangelical Alliance* (<https://worlddea.org/who-we-are/statement-of-faith/>)

X
Name: _____
Office Held: _____
Date: _____

(Print details clearly)

OFFICE USE ONLY
Approved By: _____
Date: _____

Baptist Financial Services Australia Ltd

ABN 56 002 861 789 – AFSL 311062
 (“BFS” and “Baptist Financial Services”)
 A delegated body of Australian Baptist Ministries



Ph 1300 650 542

Email clients@bfs.org.au

Web www.bfs.org.au

DIRECT DEBIT REQUEST (BFS Clients Only)

Direct Debit Request and Authority

Please complete the Direct Debit Request, print and sign, before sending it to us via clients@bfs.org.au

Please use BLOCK LETTERS and tick ✓ required choices.

If you require assistance or have a question, please contact your local Relationship Manager or call 1300 650 542.

Surname or Company Name

Given Names or ABN/ARBN:

I/we request and authorise Baptist Financial Services Ltd Debit User ID148018 to process the amount we are authorised to debit or charge my/our account through the Bulk Electronic Clearing System from an account held at the Financial Institution below:

Account name:			
Financial Institution:		BSB number:	
Branch:		Account number:	
Narration:	(Maximum 18 Characters)		

This Direct Debit Request is to be used for payment obligations to BFS, for BFS Account Number: _____ subject to the following selections:

Repayment of BFS Account Name: _____

Amount to be debited is \$_____. The first debit will commence on _____ and at the following intervals afterwards, until further notice or the last debit to be on _____ :

<input type="checkbox"/> once off	<input type="checkbox"/> weekly	<input type="checkbox"/> fortnightly
<input type="checkbox"/> monthly	<input type="checkbox"/> quarterly	<input type="checkbox"/> half yearly
<input type="checkbox"/> yearly	<input type="checkbox"/> 4 weeks	<input type="checkbox"/> 2 monthly

Minimum Payment or Minimum Instalment (only available for BFS Loans):

New Authority Request or Amendment of Authority No: _____ or Cancellation of Authority No: _____

The above account to be used as a predefined external account for **BFSOnline Internet** account access purposes.

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and BFS as set out in the Request and in your Direct Debit Services Agreement.

Authorised signatory of account to be debited

Authorised signatory of account to be debited

*	*
Name: _____	Name: _____
Address: _____	Address: _____
Date: _____	Date: _____

Office Use Only: NEW Authority Number: _____ Entered by: _____ Date: _____

Further Important Information

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Baptist Financial Services Australia Ltd. 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 this agreement 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.

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*.
- **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia or in the state of New South Wales.
- **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*.
- **us** or **we** means Baptist Financial Services Australia Ltd, the Debit User *you* have authorised by requesting a DDR.
- **you** means the client who has signed or authorised by other means the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

- 1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *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 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.
- 1.4 A minimum payment is required for loans subject to variations outlined in the Product Information Statement - Offer Document.

2. Amendments 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. Amendments by you

- 3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least five (5) days notification by writing to: BFS Client Services, Level 4, 5 Saunders Close, Macquarie Park NSW 2113
Or by telephoning us on 1300 650 542 during business hours;
Or arranging it through your own financial institution, which is required to act promptly on your instructions.

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.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 650 542 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.
- 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 in writing.

6. Accounts

- 6.1 You should check:
 - (a) 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.
 - (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 BFS Client Services, Ministry and Learning Centre, 5 Saunders Close, Macquarie Park NSW 2113.
- 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 on the third banking day after posting.