



Baptist Financial Services

ABN 56 002 861 789 – AFSL 311062

A National Affiliated Ministry of Australian Baptist Ministries

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Baptist Financial Services Australia Ltd (“BFS”). 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 written or online request between *us* and *you* to *debit funds* from *your account*.
- **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 authorised the *DDR*.
- **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 submitting 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 **thirty (30) days** written notice.

3. Amendments or cancellation by you

- 3.1 You may at any time by providing us with at least (7) days notification:
 - (a) cancel or suspend the Direct Debit Request, with the ability to cancel without penalty in response to any variations under clause 2.1; or
 - (b) change, stop, or defer a debit payment, or terminate this agreement.

To do so, contact us 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 requires you 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 our investigations conclude 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.
- 5.3 If our investigations conclude 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.