

## CUSTOMER DETAILS

Given name(s)	Surname
1.	
2.	
Company name	ACN/ARBN/ABN

## REQUEST AND AUTHORITY TO DEBIT

Specify the type of loan or account number this authority relates to

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Type of direct debit request

<input type="checkbox"/> Establish a new Regular Deposit to my loan	<input type="checkbox"/> Cancel the Regular Deposit relating to this loan
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In accordance with the Terms and Conditions of my/our loan account and subject to the terms and conditions of the Direct Debit Request Service Agreement and any further instructions provided below I/we request and authorise HSBC Bank Australia Limited to debit my/our nominated account below through the Bulk Electronic Clearing System and pay to my/our loan account:

<input type="checkbox"/> The amount due under my/our loan contract each month
<input type="checkbox"/> The amount of \$ <input type="text"/> Where you have selected this option and the amount due under your loan contract exceeds this amount ("minimum amount"), the amount due under the loan contract will become the Regular Deposit.

Frequency

<input type="checkbox"/> Monthly on the		day of the month (e.g. 5th), starting on	DD / MM / YY
<input type="checkbox"/> Fortnightly starting on	DD / MM / YY		
<input type="checkbox"/> Weekly each		(e.g. Wednesday), starting on	DD / MM / YY

The Regular Deposit is to continue to operate at the intervals set out commencing on the date set out above. If the loan has not been settled by the date indicated above we will effect the Regular Deposit after settlement the next date that is in accordance with the chosen frequency.

Name and address of the Financial Institution at which your nominated account is held

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Nominated Account holders name(s)	BSB	Account number

You may cancel or alter this authority or stop a debit or payment to be made under this authority by calling customer service on 1300 308 008 or sending your written instruction to HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001.

## AUTHORISATION

Before signing this section, please read the Service Agreement (over the page). Your signature below will acknowledge you have read, understood and accepted the terms and conditions governing the debit arrangements as set out in this request and in your Service Agreement and confirm that the details on the form have been checked and are correct. If a joint account or company account, please sign in accordance with the authority for the nominated account. If you are signing on behalf of another person or entity, please state the capacity in which you sign in the signature box below.

Individual signature(s):

Individual Signature 1	X	DD/MM/YY	Individual Signature 2	X	DD/MM/YY
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Complete the following only if a one director company

I (print name)	sign in the capacity of sole director & sole secretary of the company
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Company signature(s):

Director Signature	X	DD/MM/YY	Director Signature	X	DD/MM/YY
Name			Name		

Office Use Only

Loan Account Number	Loaded (Initial)	Checked (Initial)	Staff Digital Signature	SV

## Definitions

*account* means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

*Act* means the *Privacy Act 1988 (Commonwealth)*

*agreement* means this Direct Debit Request Service Agreement between *you* and *us*, including the *direct debit request*.

*business day* means a day other than a Saturday or Sunday or a listed public holiday throughout Australia.

*debit day* means the day that *you* have instructed *us* to make a *debit payment* in or in accordance with the *direct debit request*.

*debit payment* means a particular transaction where a debit is made, according to *your direct debit request*.

*direct debit request* means the *Direct Debit Request* between *us* and *you*.

*direct debit system* means the Bulk Electronic Clearing System.

*personal information* means any information (including any sensitive information) which *we* collect, use, hold and disclose about *you* (including *your account* details and any amounts to be debited from *your account*) in accordance with the *Act*.

*privacy and related law* means the *Act* including the National Privacy Principles and all other privacy law or codes of practice relevant to *our* collection, use and disclosure of *your personal information* and *our* processing of *your direct debit request*.

*privacy policy* means *our* Privacy Policy which can be obtained by contacting *our* Privacy Officer on 1300 308 008 or by visiting any HSBC Bank Australia Limited branch or agency.

*us* and *we* and *our* means HSBC Bank Australia Limited ABN 48 006 434 162.

*you* and *your* means the customer who signs 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 under the *agreement*.

## 1 Debiting your account

1.1 By signing a *direct debit request*, *you* authorise *us* to arrange for funds to be debited from *your account* according to the *agreement* we have with *you* and *you* also authorise *your financial institution* to debit *your account* accordingly.

1.2 We will only arrange for funds to be debited from *your account*:

- as authorised in the *direct debit request* when *you* have an *account* with *us* into which the debited funds are to be paid; and
- according to any notice *we* send *you* specifying the debit amount and the date it is to be paid into that *account*.

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 been or will be debited, please check with *your financial institution*.

## 2 Changes by us

2.1 We may vary any details in this *agreement* or a *direct debit request* at any time by giving *you* at least 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 1300 308 008.

3.2 If *you* wish to stop or defer a *debit payment* *you* can give *us* reasonable notice in writing that *you* wish to do so and/or arrange it through *your financial institution*.

3.3 *You* may cancel *your* authority for *us* to debit *your* *account* at any time by giving *us* reasonable notice in writing and/or arranging it through *your financial institution*.

## 4 Your obligations

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* on the date a *debit payment* is to be made to allow that *debit payment* to be made.

4.2 If there are insufficient clear funds available in *your account* to meet a *debit payment*:

- *you* or *your account* may be charged a fee and/or interest by *your financial institution*;
- *you* or *your account* may be charged a fee to reimburse *us* for charges *we* have incurred for the failed transaction; and

- *you* must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in *your account* within the next 7 days or another time *we* agree with *you* so that *we* can process the *debit payment*. Nothing in this *agreement* affects or overrides the terms of *your* loan contract. If the result of a *debit payment* being returned is that *you* do not make a payment due under *your* loan contract on time then a default event will occur for the purpose of that contract and default interest may accrue on the unpaid amount.

4.3 Please check *your account* statement to verify that the amounts debited from *your account* are correct.

4.4 If *we* are liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay *us* on demand an amount equal to the GST included in the consideration payable for the supply.

## 5 Dispute

5.1 If *you* believe that there has been an error in debiting *your account* *you* can take it up with *your financial institution* direct and/or call *us* on 1300 308 008 and confirm the details by writing to *us*, at the address below as soon as possible so that *we* can try to resolve *your* query quickly.

5.2 If *our* investigations show that *your account* has been incorrectly debited *we* will arrange 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 show that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and copies of any evidence for this finding.

## 6 Accounts

6.1 *You* should check:

- 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;
- *your account* details which *you* have provided *us* are correct by checking them against a recent *account* statement; and
- with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request* or whether direct debiting is available from *your account*.

6.2 **Warning:** if the *account* number *you* have quoted is incorrect, *you* may be charged a fee to reimburse *our* costs in correcting any deductions from:

- an *account* *you* do not have authority to operate; or
- an *account* *you* do not own.

## 7 Confidentiality and Privacy

7.1 When *we* collect, use and disclose *your personal information* including any in *your direct debit request* (such as *your account* details), *we* comply with the *privacy and related law* and *our privacy policy*.

7.2 *We* will disclose information about *you* for the purposes of this service *agreement* which may include providing information to *your financial institution* or others involved in the *direct debit system* (for example *we* may need to do so in connection with a claim that there has been an incorrect or wrongful debit).

7.3 If *you* fail to provide any information requested in the *direct debit request* then *we* will not be able to arrange *debit payments*. *You* can access most *personal information* that *we* and *our* related companies hold about *you* by contacting *our* privacy officer on 1300 308 008. Sometimes that access will not be possible, in which case *you* will be told why.

## 8 More information and Notices

8.1 If *you* wish to make an enquiry or express a concern about the way *we* collect, use and disclose *your personal information* contact *us* on 1300 308 008 or speak to *us* personally at one of *our* branches.

8.2 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should contact *us* on 1300 308 008 to confirm *our* correct mailing address.

8.3 *We* will notify *you* about any matter relating to this *agreement* or *your* privacy by sending a notice in the ordinary post to the last address *you* notified to *us*. Any notice *we* send will be deemed to have been received by *you* 2 *business days* after it is posted.