Direct Debit Request Service Agreement

Heritage Bank,
a trading name of Heritage and People's Choice Ltd
ABN 11 087 651 125
Australian Financial Services Licence 244310
and Australian Credit Licence 244310
13 14 22 | heritage.com.au

This is your Direct Debit Request Service Agreement with Heritage Bank, USERID 045801, ABN 11 087 651 125 (**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 this Direct Debit Request Service 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, and our Guide to Heritage Deposit Products, Guide to Heritage Credit Card Products, Lending Terms and Conditions, and Fees and Limits Guide documents.

DDR Heritage Bank Loans

You can arrange to pay your loan repayment by DDR.

We will process a direct debit to the account nominated on the DDR for the value of your loan repayment (plus any applicable Government charges, GST and bank processing fees) on the date that it is due in accordance with the terms and conditions of your loan.

If a Fortnightly (1/2 of Monthly repay) or Weekly (1/4 of Monthly repay) frequency option is selected, repayments will start on the date nominated.

Unless you have nominated a fixed repayment amount on the DDR, if your loan repayment amount changes, we will automatically change the amount of your DDR in accordance with your new repayment amount.

If you have nominated a fixed amount on the DDR and your loan repayment changes so the fixed amount is insufficient, you are responsible for changing your DDR in accordance with your new repayment amount.

You will be notified of any changes in your loan repayment amount in accordance with the terms and conditions of your loan.

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*.
- *Business Day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- *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, verbal, or online request between us and you to debit funds from your account.
- *us* and *we* means *Heritage Bank, (the debit user) you have authorised by requesting a Direct Debit Request.*
- *you* means the customer who signed 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.

1. Debiting Your Account

1.1 By signing the *Direct Debit Request, you* have authorised *us* to arrange for funds to be debited from *your account*. *The Direct Debit Request* and this *agreement* set out 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 business day, we may direct your financial institution to debit your account on the following business day.

2. Changes 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 sent to the preferred email or address you have given us in the Direct Debit Request. When we make changes, we will act fairly and honestly towards you.

3. Changes by You

3.1 You can:

(a) cancel or suspend the Direct Debit Request; or
(b) change, stop, or defer an individual debit payment,

at any time. We will action within one Business Day of receiving the request if you ask us to do so.

To do so, contact us at 13 14 22; or email us on info@heritage.com.au during business hours. You can also contact your own financial institution, which must act promptly on your instructions.

3.2 If you notify your financial institution that you wish to stop or cancel a debit payment you must give your financial institution sufficient time to process such request. If you wish your stop or cancel request to be processed efficiently, the notice should be given to us in the first instance.

4. Your Obligations

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* on a debit day 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 be charged a fee to reimburse *us* for fees or charges *we* have incurred for the failed transaction; 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.

4.4 If Heritage Bank is liable to pay goods and services tax ("GST") on a supply made by Heritage Bank in connection with this *agreement*, then *you* agree to pay Heritage Bank on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If you believe that there has been an error in debiting *your account, you* should notify *us* directly by telephone on 13 14 22 or by an email on info@heritage.com.au.

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 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 *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.

5.4 If *you* disagree with the result of our investigation and wish to refer the matter to an external dispute resolution service, *we* will advise you at that time details of the external dispute resolution body *we* use and we will cooperate with this body.

5.5 Any queries *you* may have about an error made in debiting *your account* should be directed to us in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* should contact *your financial institution* where the account to be debited is held to complete and lodge a DDR Customer Claim form.

6. Accounts

6.1 Please be aware that direct debiting may not be available on all accounts. *You* should check:
(a) with *your financial institution* whether direct debiting is available from *your account*.
(b) *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement from *your financial institution*; 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. *You* may access any personal information we hold about *you* at any time by contacting us.

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* or if required by *our* sponsor in the direct debit system (including disclosing information in connection with any query, dispute or claim).

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement, you* should write to Heritage Bank PO Box 190 Toowoomba QLD 4350.

8.2 *We* will notify *you* by sending a notice to the preferred address or email you have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received on the second *business day* after sending if sent by email, or the seventh *business day* after if sent by post.