

## DIRECT DEBIT CLIENT SERVICE AGREEMENT

### DEFINITIONS

**Account** means the bank account held at your Financial Institution or credit card account from which we are authorised by You to arrange for funds to be debited.

**Agreement** means this Direct Debit Client Service Agreement.

**Business Day** means a day not being a Saturday, Sunday or public holiday throughout Australia.

**Direct Debit Request (“DDR”)** means the DDR authority between You and MBL to which this Agreement applies.

**Financial Institution** means the financial institution where You hold the Account that You have authorised MBL to arrange for funds to be debited.

**MBL** means Macquarie Bank Limited ABN 46 008 583 542  
User ID 204665

**You, your** means the person who has signed the Direct Debit Request with MBL.

### 1. AUTHORITY

1.1 This Agreement and the DDR governs the arrangement between You and MBL in respect of managing debits from your Account.

### 2. DRAWINGS

2.1 MBL will only arrange for funds to be debited from your Account as authorised by the DDR and this Agreement.

2.2 If the due date for payment falls on a non Business Day, MBL will draw the due amount on the previous Business Day.

### 3. YOUR OBLIGATIONS

3.1 You must ensure that sufficient clear funds are available in your Account to meet a drawing of payment on its due date.

3.2 If a debit drawing is rejected for any reason, such as insufficient clear funds in your Account;

- You may incur a dishonour fee of \$30; and
- We reserve the right to attempt to continue to collect all amounts outstanding in accordance with your agreement.

3.3 You should ensure that your Account is available to draw on under the Direct Debit System.

3.4 You should check a recent statement to ensure the Account details are correct.

3.5 You should check with your Financial Institution if you are uncertain when MBL will process a direct debit.

### 4. DISPUTE

4.1 If you believe there has been an error in debiting your Account, you should contact your Financial Institution or MBL, using the contact details in clause 7.1, so your query can be resolved quickly. Quote your loan reference number when raising this query.

4.2 If as a result of your query, it is determined that your Account has been incorrectly debited, MBL will adjust your Account accordingly (with interest and charges where applicable) within 14 days of raising the query.

4.3 If it is determined that your Account has been correctly debited, MBL will provide evidence of our authority to Debit your account.

### 5. AMENDMENTS

5.1 You may terminate your DDR arrangement by giving MBL or your Financial Institution notice in writing at least seven (7) days prior to the next debit due date.

5.2 You may stop or defer a debit drawing by giving MBL or your Financial Institution notice in writing at least seven (7) days prior to the next debit due date.

5.3 You may contact MBL at least seven (7) days prior to the next debit due date and request a change to the drawing amount and/or frequency of drawing.

5.4 MBL may amend this Agreement from time to time without notice.

### 6. CONFIDENTIALITY

6.1 MBL will keep and maintain all information regarding your Account and DDR arrangement private and confidential, except where:

- disclosure is required by law; or
- you consent to the disclosure; or
- an amount is disputed and the debit user will be required to disclose the customer's information to their Financial Institute in order to investigate the dispute.

### 7. CONTACTING MBL

7.1 If you have any queries in relation to your DDR arrangement or wish to provide notice under this Agreement, You may contact MBL at:

- a) Add: Macquarie Pacific Funding, GPO Box 5435CC, Melbourne VIC 3001
- b) Ph: 1300 555 068
- c) Fax: 1300 555 158