

DIRECT DEBIT REQUEST SERVICE AGREEMENT

ABN 25 002 495 098

<p>Definitions</p>	<p><i>account</i> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>business day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><i>us</i> and <i>we</i> means <i>SWA Financial Planning</i> you have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the client who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that you have authorised <i>us</i> to arrange to debit.</p>
<p>1. Debiting your account</p>	<p>1.1 By signing the <i>direct debit request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>. <i>We</i> will not issue individual confirmation of payments made.</p> <p>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 previous or following business day. If you are unsure about which day your account has been or will be debited, please check with your financial institution.</p>
<p>2. Changes by <i>us</i></p>	<p>2.1 <i>We</i> may vary the terms of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving <i>you</i> at least thirty (30) calendar days written notice.</p>

<p>3. Changes by <i>you</i></p>	<p>3.1 Subject to clauses 3.2 and 3.3, <i>you</i> may defer a debit payment or change the arrangements under a <i>direct debit request</i> by giving <i>us</i> thirty (30) calendar days notice in writing, signed by <i>you</i>, of the deferral or change.</p> <p>3.2 If <i>you</i> wish to stop a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least thirty (30) days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your direct debit request</i> at any time by giving <i>us</i> thirty (30) days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
<p>4. Your Obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> on a debit day to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>.</p> <p>(a) <i>you</i> may be charged a fee and/or interest by your financial institution;</p> <p>(b) <i>you</i> may be charged a fee to reimburse <i>us</i> for fees or charges we have incurred for the failed transaction; and</p> <p>(c) <i>you</i> must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the debit payment.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p> <p>4.4 If SWA Financial Planning ABN 25 002 495 098 is liable to pay goods and services tax ("GST") on a supply made by SWA Financial Planning in connection with this <i>agreement</i>, then <i>you</i> agree to pay SWA Financial Planning on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5. Dispute</p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly by telephone on (02) 4227 2122 or by facsimile on (02) 4228 1637. <i>You</i> should also confirm the details in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p>

	<p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to us in the first instance so that we can attempt to resolve the matter between <i>us</i> and <i>you</i>. If we cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i>, which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
6. Accounts	<p>6.1 Please be aware that direct debiting may not be available on all accounts. You should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i>.</p> <p>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement from your financial institution; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if you have any queries about how to complete the <i>direct debit request</i>.</p>
7. Confidentiality	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information. <i>You</i> may access any personal information we hold about <i>you</i> at any time by contacting us.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(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).</p>
8. Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to the Accounts Manager, SWA Financial Planning, PO Box 815, Wollongong NSW 2520</p> <p>8.2 We will give <i>you</i> notice by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>