



This is your Direct Debit Service Agreement with Indigenous Business Australia ABN 25 192 932 833 (user IDs 126525, 314606, 316446, 618399 and 618411). 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 direct debit request 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.

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 direct debit request between us and you.

Us or we means Indigenous Business Australia (the debit user) you have authorised by requesting a direct debit request.

You means the customer who has signed or authorised by other means the direct debit request.

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 signing 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.
or
We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.
- 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.

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 fourteen (14) days written notice.

3. AMENDMENTS BY YOU

- 3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least seven (7) days notification by:
writing to us
or
telephoning us on 1800 107 107 during business hours (except changing the account number to be debited)
or
arranging it through your own financial institution, which is required to act promptly on your instructions (Note: your financial institution may only stop a repayment or advise Indigenous Business Australia to cancel the direct debit payment).

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.

4. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1800 107 107 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 we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging 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.

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 us.
- 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.

Request and authority to debit the account named below to pay Indigenous Business Australia (IBA).

REQUEST AND AUTHORITY TO DEBIT

Your surname or company name

Your given names or ABN/ARBN

“you” request and authorise Indigenous Business Australia (user Id 126525, 314606, 316446, 618399 and 618411) to arrange, through its own financial institution, a debit to your nominated account in payment of my IBA loan account number:

The amounts of the debit may vary if your loan repayment varies.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name

Address

Insert details of account to be debited

Name/s on account

BSB number (must be 6 digits)

Account number

Insert type and frequency of payments

Tick appropriate box:

Primary Direct Debit

Secondary Direct Debit*

*The Secondary Direct Debit facility is for an additional direct debit payment to be made to your loan account. The additional direct debit must be made from an account other than that specified for your Primary Direct Debit and must be for a nominated amount. A maximum of three additional direct debits can be specified by completing separate Direct Debit Request forms.

Tick one box to indicate frequency of payments:

Weekly (standard monthly payment amount divided by 4)

Fortnightly (standard monthly payment amount divided by 2)

Bi-monthly (standard monthly payment amount divided by 2). ONLY available for business loans.

Specify days - first OR second

Monthly (standard monthly payment amount)

OR

Nominated amount – specify \$

Weekly

Fortnightly

Bi-monthly: first

OR second

Monthly

Commencement date for direct debit payments: / /

ACKNOWLEDGEMENT

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Indigenous Business Australia as set out in this request and in your Direct Debit Request Service Agreement.

Signature

(If signing for a company, sign and print full name and capacity for signing eg. director)

Full name and capacity

Address

Day Month Year

/ /

I agree

The customer agrees that completing the Direct Debit Request form and ticking 'I agree' is sufficient to meet any legislative, regulatory or other requirements for a signature. By ticking 'I agree' the customer agrees to be bound by the terms of this Direct Debit Service Agreement.

Second account signatory

(If required. For example, two to sign on account)

Full name and capacity

Address

Day Month Year

/ /

I agree

The customer agrees that completing the Direct Debit Request form and ticking 'I agree' is sufficient to meet any legislative, regulatory or other requirements for a signature. By ticking 'I agree' the customer agrees to be bound by the terms of this Direct Debit Service Agreement.

IBA USE ONLY:

IBA Direct Debit Loan Repayment Accounts – Westpac - Woden - BSB: 032 – 713

Account No. 161169 (IBA Direct Debit Loan Repayment Account) – User Id 126525

Account No. 256344 (IBA HLC Direct Debiting Account) – User Id 314606

Account No. 264301 (IBA HOIL Direct Debiting Account) – User Id 316446

Account No. 516222 (IBA HRC Direct Debiting Account) – User Id 618411

Account No. 516249 (IBE Direct Debiting Account) – User Id 618399