

# Direct Debit Request Service Agreement



Lumley Finance Limited A.B.N. 20 002 543 606

## 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 Direct Debit Request between us and you (and includes any Form PD-C approved for use in the transitional period).

"**transitional period**" means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

"**us**" "**we**" means Lumley Finance Ltd you have authorised by signing 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

(a) By signing a direct debit request, you have authorised Lumley Finance Limited 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 Lumley Finance Limited and you.

(b) Lumley Finance Limited will only arrange for funds to be debited from your account as authorised in the direct debit request.

(c) If the debit day falls on a day that is not a business day, Lumley Finance Limited may direct your financial institution to debit your account on the prior business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. Changes by us

(a) Lumley Finance Limited may vary any details of this agreement or a direct debit request at any time.

## 3. Changes by you

(a) Subject to 3(b) and 3(c), you may change the arrangements under a direct debit request by contacting us at

(b) If you wish to stop or defer a debit payment, you must notify us in writing at least (14) days before the next debit day. This notice should be given to us in the first instance.

(c) You may also cancel your authority for Lumley Finance Limited to debit your account at any time by giving Lumley Finance Limited (14) days notice in writing before the next debit day. This notice should be given to Lumley Finance Limited in the first instance.

## 4. Your Obligations

(a) 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.

(b) If there are insufficient clear funds in your account to meet a debit payment:

(i) you may be charged a fee and/or interest by your financial institution;

(ii) you may also incur fees or charges imposed or incurred by Lumley Finance Limited; and

(iii) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account within (7) days so that we can process the debit payment.

(c) You should check your account statement to verify that the amounts debited from your account are correct.

(d) If Westpac Banking Corporation A.B.N. 33 007 457 141 ("Westpac") is liable to pay goods and services tax ("GST") on a supply made by the Westpac in connection with this agreement, then you agree to pay the Westpac on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Dispute

(a) If you believe that there has been an error in debiting your account, you should notify Lumley Finance Limited directly at and confirm that notice in writing with Lumley Finance Limited as soon as possible so that Lumley Finance Limited can resolve your query more quickly.

(b) If Lumley Finance Limited conclude as a result of our investigations that your account has been incorrectly debited Lumley Finance Limited will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly.

(c) If Lumley Finance Limited conclude as a result of our investigations that your account has not been incorrectly debited, Lumley Finance Limited will respond to your query by providing you with reasons and any evidence for this finding.

(d) Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that Lumley Finance Limited can attempt to resolve the matter between us and you. If Lumley Finance Limited cannot resolve the matter you still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 6. Accounts

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 Lumley Finance Limited 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

(a) Lumley Finance Limited will keep any information (including your account details) in your direct debit request confidential. Lumley Finance Limited 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.

(b) Lumley Finance Limited will only disclose information we have about you:

(i) to the extent specifically required by law; or

(ii) for the purpose of this agreement (including disclosing information in connection with any query or claim).

## 8. Notice

(a) If you wish to notify us in writing about anything relating to this agreement, you should write to Lumley Finance Ltd

(b) Lumley Finance Limited will notify you by sending a notice in the ordinary post to the address you have given to Lumley Finance Limited in the direct debit request.

(c) Any notice will be deemed to have been received two business days after it is posted.