# **Direct Debit Request**



Brighten Home Loans Pty Ltd ACN 620 839 983 Loan Servicing by Brighten Financial Pty Limited ABN 26 628 356 669 Australian Credit Licence 512386 PO BOX H338 Australia Square NSW 1215 P: 13 14 88

Email: clientservices@brighten.com.au

| CUSTOMER'S DETAILS  |                                   |                                |
|---|-----------------------------------|--------------------------------|
| Borrower's Name:  |                                   | Email:                         |
| Borrower's Name:  |                                   | Email:                         |
| Company Name: (if applicable)   |                                   | ABN:                           |
| Request and authorise Real Asset Management Pty Ltd ATF RAM Australia Credit Fund (User ID 650631) or Brighten Financial Pty Limited (User ID 631158), (the Debit User) to arrange a debit to your nominated account for any amount Brighten Home Loans Pty Ltd has deemed payable by you. 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. |                                   |                                |
| YOUR HOME LOAN DETAILS (Please credit repayments to the following loan(s))  |                                   |                                |
| <b>Loan#</b> (if known) – If unknown,<br>enter loan amount/other identifier   | Minimum<br>Repayments             | OR Nominated Amount* Frequency |
|   | Please tick if required OR        | \$ Monthly                     |
|   | Please tick if required <b>OR</b> | \$ Monthly                     |
| *The higher of the nominated amount or an amount sufficient to cover the minimum repayment due under the loan agreement will be debited.  |                                   |                                |
| PLEASE PROVIDE DETAILS OF YOUR FINANCIAL INSTITUTION ACCOUNT  |                                   |                                |
| Financial Institution Name:   |                                   |                                |
| Account Name Holder/s:  |                                   |                                |
| BSB: -  | Account Number:                   |                                |
| PLEASE SPECIFY HOW YOU WOULD LIKE YOUR PAYMENTS TO BE DEBITED   |                                   |                                |
| My financial institution account (as provided above); <b>or</b>   |                                   |                                |
| Offset Facility (Tick this box if you have applied for a Home Loan with Offset option. <b>Note:</b> Fees and charges may apply.   |                                   |                                |
| Please refer to your Loan Agreement.)   |                                   |                                |
| 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 the Debit User set out in this Request and in your Direct Debit Request Service Agreement.  |                                   |                                |
| Account Holder's Signature Account Holder's Signature   |                                   |                                |
|   |                                   |                                |
|   |                                   |                                |
| Date: DD MM YY  | Date:                             | DD MM YY                       |
| Name:   | Name:                             |                                |
| Capacity: (companies only)  | Capacit<br>(compani               |                                |

# **Direct Debit Service Agreement**



Brighten Home Loans Pty Ltd ACN 620 839 983 Loan Servicing by Brighten Financial Pty Limited ABN 26 628 356 669 Australian Credit Licence 512386 PO BOX H338 Australia Square NSW 1215 P: 13 14 88 Email: clientservices@brighten.com.au

The following is your Direct Debit Service Agreement with Real Asset Management Pty Ltd ATF RAM Australia Credit Fund, ABN 52 880 052 920 or Brighten Financial Pty Limited ABN 26 628 356 669. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form

The DDR must be signed in accordance with the signing authority for your nominated account (i.e. if you nominate a joint account you must ensure you are authorised to operate that account separately and as contemplated by the DDR).

#### **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 Real Asset Management Pty Ltd ATF RAM Australia Credit Fund or Brighten Financial Pty Ltd, (the Debit User) you have authorised by signing a direct debit request.
- **you** means the customer who signed 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

By signing a *Direct Debit Request*, 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*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

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.

If a debit to your account fails, we may attempt to debit your account again within 14 days.

# 2. Amendments by us

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.

You authorise us to complete the loan account identifying number on this authority after the loan has settled.

# 3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days' notification by writing to: PO BOX H338 Australia Square NSW 1215 or by telephoning us on 13 14 88 during business hours or arranging it through your own financial institution. If a debit payment is stopped or deferred, or if this agreement is terminated, you must make alternate payment arrangements to ensure your loan obligations are met.

#### 4. Your obligations

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*.

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

- 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
- 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.

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

#### 5. Dispute

If you believe that there has been an error in debiting *your account, you* should notify us directly on 13 14 88 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 with your financial institution directly.

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.

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

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
- 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

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.

We will only disclose information that we have about you:

- a) to the extent specifically required by law; or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

# 8. Notice

If you wish to notify us in writing about anything relating to this agreement, you should write to PO BOX H338 Australia Square NSW 1215.

We will notify you by sending a notice by email to the email address you have given us in the Direct Debit Request (or to your mailing address if you have not provided an email address).

Any notice will be deemed to have been received on the third banking day after posting or emailing.