

## **Confidential**

# Direct debit request service agreement

### 1.Definitions

- **1.1** Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- **1.2** Agreement means this Direct Debit Request Service Agreement between you and us.
- **1.3** Banking Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **1.4** Debit Day means the day that payment by you to us is due.
- **1.5** Debit payment means a particular transaction where a debit is made.
- **1.6** Direct Debit request means the Direct Debit Request between us and you.
- **1.7** "Us" or "we" means NobleOak Services Limited (the Debit User) you have authorised by signing a direct debit request.
- **1.8** "You" means the customer who signed the direct debit request.
- **1.9** Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

### 2. Debiting your account

- **2.1** 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.
- **2.2** We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- **2.3** 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.

## 3. Changes by us

- **3.1** We may vary any details of this agreement or a direct debit request at any time by giving you at least thirty (30) days' written notice.
- **3.2** We may assign our rights under the direct debit request to anybody who takes over the ownership or running of your policy.

## 4. Changes by you

- **4.1** Subject to 4.2 and 4.3, you may change the arrangements under a direct debit request by contacting us on the Client Services Enquiry Line on 1300 551 044.
- **4.2** If you wish to stop or defer a debit payment, you must notify us in writing at least seven (7) days before the next debit day. This notice should be given to us in

the first instance. You may also contact your financial institution. If you wish to cancel the direct debit request because we have varied the terms of the direct debit request or this Direct Debit Request Service Agreement, we will allow you to do so without penalty.

4.3 You may also cancel your authority for us to debit your account at any time by giving us seven (7) days' notice in writing before the next debit day. This notice should be given to us in the first instance. You may also contact your financial institution. If you wish to stop any individual debit because we have varied the terms of the direct debit request or this Direct Debit Request Service Agreement, we will allow you to do so without penalty.

## 5.Your obligations

- **5.1** 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.
- **5.2** 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.
  - You may also incur fees or charges imposed or incurred by us.
  - You must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in your account by an agreed time so that we can process the debit payment.
- **5.3** You should check your account statement to verify that the amounts debited from your account are correct.
- **5.4** If NobleOak Services Limited is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay NobleOak Services Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 6. Dispute

- 6.1 If you would like to make a complaint, please contact the NobleOak Client Care team:
  - Phone: 1300 396 455
  - Email: clientcare@nobleoak.com.au
  - Online: www.nobleoak.com.au/complaints
- **6.2** They will contact you within 1 business day of receiving your complaint and aim to resolve it within 5 business days, and no later than 30 days. Alternatively you can contact your financial institution for assistance.
- **6.3** If we are unable to resolve your complaint within the 30-day period, we will inform you of the reason for the delay and provide an expected timeframe for resolution.



**6.4** If you are dissatisfied with the handling or outcome of your complaint, you can escalate it to the Australian Financial Complaints Authority (AFCA) — a free and independent body.

AFCA Contact Details:

Website: www.afca.org.auEmail: info@afca.org.au

Phone: 1800 931 678 (free call)

### 7. Accounts

**7.1** You should check 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.
- Your account details which you have provided to us are correct by checking them against a recent account statement.
- Before completing the direct debit request if you have any queries about how to complete the direct debit request.

## 8. Confidentiality

**8.1** We will keep any information (including your account details) in your direct debit request confidential.

**8.2** 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.

### 9. Notice

9.1 If you wish to notify us about anything relating to this agreement, you can contact us via:

• Phone: 1300 551 044

• **Email:** enquiry@nobleoak.com.au

 Mail: NobleOak Services Limited, GPO Box 4793, SYDNEY NSW 2001.



# **Confidential**

## **Direct Debit Request**

Request and authority to debit the account named below to pay NobleOak Services Limited.

1. Request and authority to debit			
SMSF Name:			
ABN:			
Member Number:			
"You" request and authorise NobleOak Services Limited [User ID Number 246884] to arrange through its own financial institution, for any amount NobleOak Services Limited may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement (and further instructions provided below).			
2. Insert the name and address of financial institution at which account is held			
Financial Institution Name:			
Address:			
Suburb: State: Postcode:			
3. Insert details of account to be debited			
Name Of Account:			
Phone:			
Given Name/s:			
BSB number: Account Number:			
4. Acknowledgement			
By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and NobleOak Services Limited as set out in this request and in your Direct Debit Request Service Agreement.			
5. Payment details			
Frequency of Payment: Monthly Annually			
6. Insert signature			
Member/Director/Trustee 1			
Name:			
Signature:			
Date: / /			
Address:			
Suburb: State: Postcode:			
Member/Director/Trustee 2 (If Applicable)			
Name:			
Signature:			
Date: / /			
Address:			



Suburb:	State:	Postcode:	
Member/Director/Trustee 3 (If Applicable)			
Name:			
Signature:			
Date: / /			
Address:			
Suburb:	State:	Postcode:	
Member/Director/Trustee 4 (If Applicable)			
Name:			
Signature:			
Date: / /			
Address:			
Suburb:	State:	Postcode:	