



realestate.com.au[®]

Direct Debit Request

Bank Account OR Credit Card

Request and Authority to debit the account named below to pay realestate.com.au (Realestate.com.au Pty Ltd) ACN: 080 195 535

Company Particulars

Trading Name _____

Company Name _____

CUSTOMER ID

ACN/ABN _____ (“you”)

|_|_|_|_|_|_|_|

request and authorise Realestate.com.au Pty Ltd trading as realestate.com.au to arrange for any amount Realestate.com.au Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Service Agreement [and any further instructions provided below].

Insert details of account

CREDIT CARD

Name on Card _____

Type of Card: MasterCard Visa

|_|_|_|_|_|_|_|-|_|_|_|_|_|_|_|-|_|_|_|_|_|_|_|-|_|_|_|_|_|_|_|

OR

Expiry Date |_|_|_| / |_|_|_|

BANK ACCOUNT

Name of Bank Account _____

Bank _____ **Branch** _____

BSB |_|_|_|_|_| - |_|_|_|_|_|

Account Number |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Debit frequency

Payments will be processed between the 16th and 19th day of each month.

Acknowledgment

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions (available on request) governing the debit arrangements between you and **Realestate.com.au Pty Ltd trading as realestate.com.au** as set out in this Request and in your Direct Debit Request Service Agreement.

Insert your address and signature

Address _____

Ph Number _____

Signature _____

(If signing for a company, sign and print Full Name and Capacity for Signing eg. Director)

Print Name _____ **Date** ____ / ____ / ____

PLEASE FAX BACK TO 1300 729 687



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Direct Debit Request Service Agreement

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

“Us” or “we” means **Realestate.com.au Pty Ltd (ABN 21 080 195 535)** the company 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

1.1 By signing a *direct debit request*, you have authorised us to arrange for the total outstanding balance 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*.

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 following *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

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. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a *direct debit request* by contacting **The Accounts Department** on **1300 134 174** or **(613) 9897 1121** if outside of Australia.

3.2 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.

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

<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</i> account 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> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>debit payment</i> 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 <i>we</i> can process the <i>debit payment</i>. <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 National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this <i>agreement</i>, then <i>you</i> agree to pay the National 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 you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly by calling The Accounts Department on (03) 9897 1121 and confirm that notice 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 <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> 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 <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> 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>
<p>6. Accounts</p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (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; and (c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>.

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 **The Accounts Manager, realestate.com.au, Level 3, 678 Victoria St, Richmond, Vic, 3127 or PO Box 3332, Victoria Gardens, Victoria, 3121.**

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 two *business days* after it is posted.