

Direct Debit Request Service Agreement

Terms and Conditions

August 2024

Agreement

This is Your Direct Debit Request Service Agreement with BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616. 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 DDR 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 Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or bank holiday in Sydney, 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 BOQ Specialist (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 Direct Debit Request 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. Subject to clause 5 Dispute if We incorrectly debit funds from Your account or incorrectly make a debit payment, in contravention of Your authorisation, We will first attempt to recover the funds. If We are unable to recover such funds, We will reimburse Your account with such funds on the condition that:
 - a. You provide Us with such reasonable assistance that We may require to recover such funds; and
 - b. if You subsequently recover such funds, You must repay Us the amounts that We reimbursed You in accordance with this clause. Aside from this, We limit Our liability to You in the same manner as set out in the Transaction and Savings Account Terms and Conditions.
 - c. If the debit day falls on a day that is not a Banking Business Day, We may direct Your financial institution to debit Your account on the following Banking Business Day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.
 - d. You indemnify Us against any claims, loss, damage or expense that We may suffer or incur in connection with Us acting in accordance with Your direct debit request authorisation.

- e. You may request a change to the drawing frequency by contacting Us and advising of Your requirements no less than 5 business days prior to the next due date of the regular drawing. Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account. Where You consider that a drawing has been initiated incorrectly You may take the matter up directly with Us or lodge a direct debit claim through Your financial institution.

2. Amendments by Us

We may vary any details of this agreement or a direct debit request at any time. We will notify you about changes as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' notice. We can also give you a shorter notice period (or no notice) of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss.

If the variations have a material adverse impact on You, You may, within fourteen (14) days after the date of Your notice, terminate the agreement or direct request, as the case may be.

If You do not terminate the agreement or direct debit request within the 14 day period, You will be deemed to have agreed to the variation.

Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account.

3. Amendments by You

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 7 days notification by writing to:

BOQ Specialist
Client Service Centre
Level 15, 255 George Street SYDNEY,
NSW 2000; or

by telephoning Us on 1300 160 160 during business hours; or arranging it through Your own financial institution, which is required to act promptly on Your Instructions.

Note in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising Us of Your new account details. Changes do not alter Your responsibility to meet the required payment owing under Your Transaction Account.

You may vary the Designated Account to be debited pursuant to a Direct Debit Request by providing instructions in writing in any way We notify You.

BOQ Specialist will effect the variation within 14 days of receiving instructions from You.

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.

5. Dispute

- 5.1 If You believe that there has been an error in debiting Your account, You should notify Us directly on 1300 160 160 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.
- 5.3 We will also notify You in writing of the amount by which Your account has been adjusted.
- 5.4 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 through the Bulk Electronic Clearing System is not available on all accounts offered by financial institutions;
- b. Your account details which You have provided Us are correct by checking them against a recent account statement from Your financial institution; 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 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); and
 - c. if required by Your financial institution (or

Our sponsor into the Bulk Electronic Clearing System) to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

8. Notification

- 8.1 If You wish to notify Us in writing about anything relating to this agreement, You should write to:

BOQ Specialist Client Service Centre
Level 15, 255 George Street, Sydney,
NSW 2000.
Or by email at client.service@boqspecialist.com.au
Or telephone on 1300 160 160.
- 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.

Client service centre
T 1300 160 160
boqspecialist.com.au

GPO Box 2539
Sydney NSW 2001
Australia