

Commercial SA

Commercial SA
 GPO Box 2138, Adelaide SA 5001
 Ph: (08 8231 8299 Fax: (08) 8231 9377

Direct Debit Request

Request and Authority to debit the account named below to pay
Commercial S.A. Property Group Pty Ltd

Request and Authority
to debit

Your Surname or company name _____

Your Given names or ABN/ARBN _____ "you"

request and authorise **Commercial S.A. Property Group Pty Ltd** to arrange, through its own financial institution, a debit to your nominated account any amount **Commercial S.A. Property Group 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.

Insert the name and
address of financial
institution at which
account is held

Financial institution name _____

Address _____

Insert details of
account to be debited

Name/s on account _____

BSB number (Must be 6 Digits) |_|_|_|_| - |_|_|_|_|

Account number |_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Acknowledgment

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 **Commercial S.A. Property Group Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

Insert your signature
and address

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ___ / ___ / ___

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ___ / ___ / ___

Direct Debit Request Service Agreement

Commercial SA
 Level 1, 185 Victoria Square, Adelaide SA 5000
 GPO Box 2138, Adelaide SA 5001
 Ph: (08 8231 8299 Fax: (08) 8231 9377

The following is your Direct Debit Service Agreement with **Commercial S.A. Property Group Pty Ltd ABN: 32 094 348 795**. 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.

Definitions	<p>account means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means Commercial S.A. Property Group Pty Ltd, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
2. Amendments by us	<p>2.1 <i>We</i> may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (14 days) written notice.</p>
3. Amendments by you	<p>3.1 <i>You</i> may change, stop or defer a debit payment, or terminate this agreement by providing <i>us</i> with at least fourteen (14 days) notification by writing to:</p> <p>Commercial S.A. Property Group Pty Ltd GPO Box 2138, Adelaide SA 5001</p> <p><i>or</i></p> <p>by telephoning <i>us</i> on (08) 8231 8299 during business hours;</p> <p><i>or</i></p> <p>arranging it through your own financial institution.</p>

<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</i> account 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</i> account 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</i> account statement to verify that the amounts debited from <i>your</i> account are correct</p> <p>4.4 If Commercial S.A. Property Group is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay <i>[insert name of Debit User]</i> 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</i> account, <i>you</i> should notify us directly on (08) 8231 8299 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 direct.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account 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</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your</i> account 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 in writing.</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</i> account 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>.
<p>7. Confidentiality</p>	<p>7.1 <i>We</i> will keep any information (including <i>your</i> account details) in <i>your</i> <i>Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to Commercial S.A. Property Group Pty Ltd GPO Box 2138, Adelaide SA 5001</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking</i> day after posting.</p>