

## Direct Debit Request

Request and Authority to debit the account named below to pay  
**Focus Property Management (Aust) Pty Ltd**

<b>Request and Authority to debit</b>	Surname or company name _____ Given names or ABN/ARBN _____ ("you")  request and authorise <b>Focus Property Management (Aust) Pty Ltd</b> [Debit User Identification Number <b>391353</b> to arrange, through its own financial institution, for any amount <b>Focus Property Management (Aust) Pty Ltd</b> 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 any further instructions provided below].
<b>Name &amp; address of financial institution</b>	Financial institution name _____ Address _____ _____
<b>Account to be debited</b>	Name of account _____  BSB number            __ __ __  -  __ __ __   Account number        __ __ __ __ __ __ __ __ __
<b>Acknowledgment</b>	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and <b>Focus Property Management (Aust) Pty Ltd</b> as set out in this Request and in your Direct Debit Request Service Agreement.
<b>Payment Details</b>	The percentage (%) of the total amount due will be debited from your account on the rent due date. The due date is as specified in the Residential Tenancy Agreement.  The maximum percentage (%) to be deducted at any one time is _____% <b>of Total Due.</b>  The _____ rent is \$ _____
<b>Signature &amp; tenancy address</b>	Signature _____ (If signing for a company, sign & print full name & capacity for signing eg. director) Tenancy Address _____ _____  Date                   ___ / ___ / ___

**Please ensure the reverse page containing Service Agreement is signed**

Please read the attached Direct Debit Request Service Agreement, complete the Authority and return it to:

**Focus Property Management (Aust) Pty Ltd**  
 PO Box 482  
 DARLINGHURST NSW 1300

## Direct Debit Request Service Agreement

<p><b>Definitions</b></p> <p><b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between you and us.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by you to us is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between us and you</p> <p><b>us or we</b> means <b>Focus Property Management (Aust) Pty Ltd</b>, (the Debit User) you have authorised by signing a <i>direct debit request</i>.</p> <p><b>you</b> means the customer who signed the <i>direct debit request</i>.</p> <p><b>your financial institution</b> is the financial institution where you hold the <i>account</i> that you have authorised us to arrange to debit.</p> <p><b>1. Debiting your account</b></p> <p>1.1 By signing a <i>direct debit request</i>, you have authorised us to arrange for funds to be debited from <i>your account</i>. You should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between us and you.</p> <p>1.2 We 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>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If you are unsure about which day <i>your account</i> has or will be debited you should ask your <i>financial institution</i>.</p> <p><b>2. Changes by us</b></p> <p>2.1 We may vary any details of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving you at least <b>14 days'</b> written notice.</p> <p><b>3. Changes by you</b></p> <p>3.1 Subject to 3.2 and 3.3, you may change the arrangements under a <i>direct debit request</i> by contacting us on 1300 377 477</p> <p>3.2 If you wish to stop or defer a <i>debit payment</i> you must notify us in writing at least <b>14</b> days before the next <i>debit day</i>. This notice should be given to us in the first instance.</p> <p>3.3 You may also cancel your authority for us to debit your account at any time by giving us <b>14</b> days notice in writing before the next <i>debit day</i>. This notice should be given to us in the first instance.</p> <p><b>4. Your obligations</b></p> <p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your 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 your account to meet a <i>debit payment</i>:</p> <p>(a) you may be charged a fee and/or interest by your <i>financial institution</i>;</p> <p>(b) you may also incur fees or charges imposed or incurred by us; and</p> <p>(c) you must arrange for the <i>debit payment</i> 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 <i>debit payment</i>.</p>	<p>4.3 You should check your <i>account</i> statement to verify that the amounts debited from your <i>account</i> are correct</p> <p>4.4 If <b>Focus Property Management (Aust) Pty Ltd</b> is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then you agree to pay <b>Focus Property Management (Aust) Pty Ltd</b> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p> <p><b>5. Dispute</b></p> <p>5.1 If you believe that there has been an error in debiting your <i>account</i>, you should notify us directly on 02 9229 0000 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>5.2 If we conclude as a result of our investigations that your <i>account</i> has been incorrectly debited we will respond to your query by arranging for your <i>financial institution</i> to adjust your <i>account</i> (including interest and charges) accordingly. We will also notify you in writing of the amount by which your <i>account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that your <i>account</i> has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.</p> <p>5.4 Any queries you may have about an error made in debiting your <i>account</i> should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your <i>financial institution</i> which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.</p> <p><b>6. Accounts</b></p> <p>You should check:</p> <p>(a) with your <i>financial institution</i> whether direct debiting is available from your <i>account</i> as direct debiting is not available on all accounts offered by financial institutions.</p> <p>(b) your account details which you have provided to us are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with your <i>financial institution</i> before completing the <i>direct debit request</i> if you have any queries about how to complete the <i>direct debit request</i>.</p> <p><b>7. Confidentiality</b></p> <p>7.1 We will keep any information (including your <i>account</i> details) in your <i>direct debit request</i> 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.</p> <p>7.2 We will only disclose information that we have about you:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p> <p><b>8. Notice</b></p> <p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to <b>Focus Property Management (Aust) Pty Ltd PO Box 482 DARLINGHURST NSW 1300</b>.</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us 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 day</i> after posting.</p>
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<b>Signature</b>		<b>Date</b> ____ / ____ / ____
<b>Tenancy Address</b>		