



DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This is your Direct Debit Request Service Agreement with Skyline Car Finance, User ID 372582 ABN 70 130 046 794. It sets out your obligations when you provide a Direct Debit Request (DDR) to us and our obligations to you in relation to your DDR.

Please keep this agreement for future reference. It forms part of the terms and conditions of your DDR and should be read in conjunction with your DDR.

Definitions

agreement means this Direct Debit Request Service Agreement.

banking day means a day other than a Saturday or a Sunday or a public holiday 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 to the nominated account.

DDR means the Direct Debit Request you give to us which is governed by this agreement.

nominated account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

us or we means Skyline Car Finance, (the Debit User).

you means the person or company who gives the DDR and who is named at the top of the DDR.

your financial institution means the financial institution nominated by you on the DDR at which the nominated account is held.

Debiting your account

By signing a DDR or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited to the nominated account for payment to us.

We will only arrange for funds to be debited to the nominated account as authorised in the DDR.

If the debit day falls on a day that is not a banking day, we may arrange for funds to be debited to the nominated account on the previous banking day. If you are unsure about which day the account has been, or will be, debited you should ask your financial institution.

Amendments by us

We may vary any details of this agreement or a DDR at any time by giving you at least **14 days** written notice.

Amendments by you

You may change*, stop or defer a debit, or terminate this agreement by providing us with at least 5 business days notification by:

- writing to Locked Bag 2004, Brandon Park, Victoria 3150; or
- by telephoning us on 1800 035 035 during business hours; or
- making arrangements 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.

Your obligations

It is your responsibility to ensure that there are sufficient clear funds available in the nominated account to allow a debit payment to be made.

If there are insufficient clear funds in the nominated 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 payment to us 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.

You should check statements for the nominated account to verify that the amounts debited are correct.



Disputes

If you believe that there has been an error in debiting the nominated account, you should notify us directly on 1800 035 035 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can raise your concern to your financial institution.

If we conclude as a result of our investigations that the nominated account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust the nominated account (including interest and charges) accordingly. We will also notify you in writing of the amount of any such adjustment.

If we conclude as a result of our investigations that the nominated 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

Nominated Account

You should check:

- (a) with your financial institution whether direct debiting is available on the nominated account as direct debiting is not available on all accounts offered by financial institutions;
- (b) that the nominated account details provided in the DDR are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the DDR if you have any queries about how to complete it.

Confidentiality

We will keep any information (including your account details) in your DDR 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.

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).

Notices

If you wish to notify us in writing about anything relating to this agreement, you should write to Locked Bag 2004, Brandon Park, Victoria 3150.

We will notify you by sending a notice in the ordinary post to the address you have given us in the DDR.

Any notice will be deemed to have been received on the third banking day after posting.

