

section 5 – direct debit request service agreement.

Get a copy of this agreement by calling the team @ ME on **13 15 63** or visit **mebank.com.au**

1.0 definitions.

In this agreement, unless the context requires otherwise:

agreement or **this agreement** means this Direct Debit Request Service Agreement between you and us including any amendments to this agreement;

business day means a weekday except a national public holiday or a public holiday in Victoria;

DDR means a Direct Debit Request completed and signed in accordance with your Account Terms and Conditions;

drawing means the amount debited from your nominated account pursuant to a DDR and this agreement;

drawing arrangement means your specific instructions set out in, or given to us in accordance with, a DDR as they relate to a drawing and your nominated account;

ME account means the ME account specified by you in the DDR to which amounts are to be credited;

nominated account means the account that is nominated by you in the DDR from which amounts are to be debited;

us, we, our, ME and **ME Bank** means Members Equity Bank Limited ABN 56 070 887 679;

you and **your** means the person or persons who signed the DDR;

your financial institution means the financial institution at which the nominated account is held; and

your Account Terms and Conditions means the terms and conditions that apply to the ME account.

2.0 debiting your nominated account.

By signing a DDR you authorise us to arrange for funds to be debited from your nominated account as follows:

- any amounts that we are instructed to draw in accordance with your Account Terms and Conditions;
- any amounts owing in relation to your ME account which we are entitled to draw under your Account Terms and Conditions; and/or
- in accordance with specific instructions set out in the DDR.

If a drawing is due to be made on a day that is not a business day, we may direct your financial institution to debit your nominated account on the following business day. If you are uncertain as to when the drawing will be processed, contact your financial institution.

If a drawing arrangement is returned unpaid by your financial institution you:

- must arrange for the drawing arrangement to be made by another method or arrange for sufficient clear funds to be in your nominated account by an agreed time so that we can process the drawing;
- may be charged a fee and/or interest by your financial institution; and
- may also be charged a fee imposed or incurred by us.

We reserve the right to cancel your drawing arrangements if three or more drawings are returned unpaid.

We will not disclose any details of your DDR unless:

- the disclosure to a financial institution is necessary to enable us to act in accordance with your drawing arrangements or to investigate a disputed transaction;
- we are required or permitted to make the disclosure by law or you consent to the disclosure;
- our financial institution requires the disclosure in connection with a claim on it relating to a claimed incorrect or wrongful debit.

3.0 changes to this agreement.

We may change any details of this agreement or of a DDR by giving you 14 days written notice.

4.0 your rights.

You may ask us to alter or defer your drawing arrangements, stop an individual drawing or cancel this agreement by giving us at least one business day's written notice by mailing it to: ME, Account Services, GPO Box 1345, Melbourne VIC 3001, or by faxing it to (03) 9708 4635. Alternatively, call the team @ ME on **13 15 63**.

You can also ask your financial institution to stop an individual drawing, cancel this agreement or change your drawing arrangement by advising us of your new nominated account details.

If you consider that a drawing has been initiated incorrectly, you should call us and confirm this by notice in writing to us ASAP.

You may also direct any claims to your financial institution.

If we conclude as a result of our investigations that your nominated account:

- has been incorrectly debited, we will arrange for your financial institution to adjust your nominated account (including interest and charges) accordingly;
- has not been incorrectly debited, we will provide you with reasons and any evidence for this finding.

5.0 your obligations.

It is your responsibility to:

- make sure that your nominated account can accept direct debits (direct debiting may not be available on all accounts). If you're not sure, check with your financial institution before completing the DDR;
- have sufficient clear funds in your nominated account by the due date to enable drawings to be made;
- ensure that the details you give us of your nominated account are correct by checking them against a recent statement. If you are uncertain, check with your financial institution before completing the DDR;
- ensure that the authority given to us to draw on your nominated account is consistent with the account authority or signing instructions held by your financial institution for that account;
- tell us if the details of your nominated account change in any way; and
- check your statement to verify that the amounts debited from your nominated account are correct.