

MARSTON & COOK PTY LTD
ACN 007 173 382

Direct Debit Request

Request and Authority to debit the account named below to pay

Marston & Cook Pty Ltd

Request and Authority to debit

Surname or company name _____

Given names or ACN/ARBN _____ (“you”)

request and authorise *Marston & Cook P/L User Id 152741* to arrange for any amount to the nominated account of *Marston & Cook P/L* may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below]. Each payment will incur a charge of \$2.35

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

Financial institution name _____

Address _____

Insert Client details of account to be debited

Client account name _____

BSB number |_|_|_|_| - |_|_|_|_|

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

Acknowledgment

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Marston & Cook Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

The first debit may be made on ___ / ___ / ___ and at monthly intervals after that date.

Insert your signature and new rental address

Signature _____

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

New Rental Address _____

Date ___ / ___ / ___

FOR OFFICE USE ONLY

Entered In Trust

D.D Charge

D/D Label

Entered In NAB

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*.

business day means a day other than a Saturday or a Sunday or a public holiday listed 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.

direct debit request means the Direct Debit Request between *us* and *you*

us or *we* means *Marston & Cook Pty Ltd* you have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

- | | |
|---------------------------------|---|
| 1. Debiting your account | <p>1.1 By signing a <i>direct debit request</i>, <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>business day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>business 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. Changes 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. Changes by you | <p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 9376 2211/9381 9393</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least <i>One Calendar Month</i> before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> <i>One Calendar Month</i> notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> |
| 4. Your obligations | <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 account</i> 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 account</i> 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 account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> |

4.4 If National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this *agreement*, then *you* agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4.5 This agreement does not vary any of your obligations under any lease, rental or other agreement to which your direct debit request relates, including (but without limitation) your obligation to make all payments due under any such agreement by the due date.

4.6 We accept no liability whatsoever for any claims, loss or damage suffered by you as a result (whether directly or indirectly) of any debit payment, error or failure, except to the extent that such error or failure is caused by our negligent act or omission.

5 Dispute

5.1 If you believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 9376 2211/9381 9393] and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.

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. *We* will also notify you in writing of the amount by which *your account* has been adjusted.

5.3 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.

5.4 Any queries *you* may have about an error made in debiting *your account* 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 financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

6. Accounts

You should check:

(a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.

(b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; 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 request* 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).

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to Marston & Cook Pty Ltd @ 274 Racecourse Rd Flemington 3031.

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 two *business days* after it is posted.