

# Direct Debit Request

G J Fitzpatricks & Co Pty Ltd T/A Fitzpatricks Real Estate  
138 Baylis Street, Wagga Wagga  
Telephone: (02) 6921 1555 ACN: 000 345 380

Request and Authority to debit the account named below to pay Fitzpatricks Real Estate Trust Account	
Request an authority to debit	<p>Surname or company name: _____</p> <p>Given names or ACN / ARBN: _____</p> <p>(You) Request and authorise Fitzpatricks to arrange for an amount** 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 Service Agreement (any any further instructions provided below)</p>
Insert the name and address of financial institution at which account is held	<p>Financial Institution name: _____</p> <p>Address: _____</p>
Insert details of account to be debited	<p>Name of account: _____</p> <p>BSB number: _____ Account number: _____</p>
Acknowledgement	<p>By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Fitzpatricks as set out in this Request and in your Direct Debit Request Service Agreement.</p>
Payment Details**	<p>The maximum amount to be debited at any one time is equivalent to one fortnights rent.</p> <p>Amount in words: _____</p> <p>The first debit will be made on _____ and fortnightly thereafter. The commencement date needs to be a Friday.</p> <p>If a billing advice is issued for other expenses (eg dishonour fee, arrears) debits may be made seven days after the issue of a billing advice.</p>
Insert your signature and address (eg director)	<p>Signature: _____ (if signing for a company, sign and print full name and capacity for signing)</p> <p>Address: _____</p> <p>Date: _____</p>
Tenant Reference Number (office use only)	_____

Definitions	<ul style="list-style-type: none"> <li>• US or WE means Fitzpatricks you have authorised by signing a direct debit request.</li> <li>• YOU means the customer who signed the direct debit request.</li> <li>• ACCOUNT means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</li> <li>• AGREEMENT means this Direct Debit Request Service Agreement between you and us.</li> <li>• BUSINESS DAY means a day other than a Saturday, Sunday or public holiday listed throughout NSW.</li> <li>• DEBIT DAY means the day that payment by you to us is due.</li> <li>• DEBIT PAYMENT means a particular transaction where a debit is made.</li> <li>• DIRECT DEBIT REQUEST means the Direct Debit Request between us and you.</li> <li>• YOUR FINANCIAL INSTITUTION is the financial institution where you hold the account that you have authorised us to arrange to debit.</li> </ul>
Debiting your account	<ul style="list-style-type: none"> <li>• By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.</li> <li>• We will only arrange for funds to be debited from your account as authorised in the direct debit request, or future billing advice.</li> <li>• If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.</li> </ul>
Changes by us	<ul style="list-style-type: none"> <li>• We may vary any details of this agreement or a direct debit request at anytime giving you at least seven (7) days written notice.</li> </ul>
How to request a change	<ul style="list-style-type: none"> <li>• If due to circumstances, you request to defer a debit payment you must notify us in writing at least (3) days before the next debit day. This notice should be given to us in the first instance.</li> <li>• You may also cancel your authority for us to debit your account at any time by giving us (7) days notice in writing before the next debit day. This notice should be given to us in the first instance.</li> </ul>
Acknowledgement	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Fitzpatricks as set out in this Request and in your Direct Debit Request Service Agreement.
Your obligations	<ul style="list-style-type: none"> <li>• It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.</li> <li>• If there are insufficient clear funds in your account to meet a debit payment: <ul style="list-style-type: none"> <li>(a) you may be charged a fee and/or interest by your financial institution.</li> <li>(b) you will incur fees or charges imposed or incurred by us; and</li> <li>(c) you must arrange an alternative date to make the debit payment and ensure sufficient clear funds are available in your account by the agreed time.</li> </ul> </li> <li>• You should check your account statement to verify that the amounts debited from your account are correct.</li> </ul>
Fees	<ul style="list-style-type: none"> <li>• A dishonour fee of \$15.00 will be charged by us to you. A billing advice will be sent to you advising the fee will be deducted from your account.</li> </ul>
Dispute	<ul style="list-style-type: none"> <li>• If you believe that there has been an error in debiting your account, you should notify us directly on 02 6921 1555 and confirm with us as soon as possible so that we can resolve the issue.</li> <li>• If we conclude as a result of our investigations that your account has been incorrectly debited we will refund the difference to you by cheque and deposit it in your account. We will also notify you in writing of the amount by which your account has been credited.</li> <li>• 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.</li> <li>• 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 should refer to your financial institution.</li> </ul>
Accounts	<ul style="list-style-type: none"> <li>• You should check: <ul style="list-style-type: none"> <li>(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.</li> <li>(b) your account details which you have provided us are correct by checking them against a recent account statement.</li> </ul> </li> </ul>
Confidentiality	<ul style="list-style-type: none"> <li>• 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, modifications, reproduction or disclosure of that information.</li> <li>• We will only disclose information that we have about you: <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).</li> </ul> </li> </ul>
Notice	<ul style="list-style-type: none"> <li>• If you wish to notify us in writing about anything relating to this agreement you should write to: <i>Fitzpatricks, 138 Baylis Street, Wagga Wagga NSW 2650.</i></li> <li>• All notices forwarded to your will be sent by ordinary post at your nominated address.</li> <li>• Any notice will be deemed to have been received five (5) business days after it is posted.</li> </ul>