



Direct Debit Request - Customer Authority

I/We individually and jointly known as the "Customer", authorise and request LITTLE Real Estate (VIC & NSW) Pty Ltd (the **Debit User**) (APCA **User ID** 063899) to arrange for funds to be debited from the nominated account/s, at the financial institution/s identified, and as prescribed below through the Bulk Electronic Clearing System (BECS).

This authorisation forms part of the Tenancy Agreement for the property below and remains in force in accordance with the terms and period described in the Tenancy Agreement. The Customer authorises and requests that LITTLE Real Estate (VIC & NSW) Pty Ltd user ID 063899 debit the Nominated Account/s in accordance with our Tenancy Agreement.

By signing this, the Customer also authorises the Debit User to verify the details of the below account(s) with the Financial Institution and the Financial Institution to release information allowing the Debit User to verify the account details.

The Customer acknowledges that not all account types may be debited under BECS and it is the Customers responsibility to ensure the Nominated Accounts are able to be debited in accordance with the Tenancy Agreement.

The Customer acknowledges it is the Customers responsibility to ensure sufficient cleared funds are available on the rental due date under your tenancy agreement and that in the event of insufficient cleared funds to enable the debit to be completed then the other Nominated Accounts will be charged the insufficient cleared funds. The Customer acknowledges that the amounts to be debited will vary as rent and other charges under the Tenancy Agreement are legally varied.

If signing for a company, sign and print full name and capacity for signing e.g. director

I/We _____ signed _____ date _____
_____ signed _____ date _____
_____ signed _____ date _____

Address of rented property: _____

Payment Details: The total amount due will be debited from my/our account on the rent due date specified in the Residential Tenancy Agreement. The maximum percentage (%) to be deducted at any one time is **100%** of the TOTAL DUE.

Current rent is \$_____ monthly

Commence first direct debit on ____/____/____ (date)

NOMINATED ACCOUNT/S TO BE DEBITED Note: *Percentage must total 100%*

1 - Bank

Account Holder Name	Percentage of Rent:	%
BSB Number <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> Account Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

2 - Bank

Account Holder Name	Percentage of Rent:	%
BSB Number <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> Account Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

3- Bank

Account Holder Name	Percentage of Rent:	%
BSB Number <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> Account Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

4 - Bank

Account Holder Name	Percentage of Rent:	%
BSB Number <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> Account Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

Direct Debit Request Service Agreement

Definitions

- *Account/s* means the account/s held at *your financial institution/s* from which we are authorised to arrange for funds to be debited (Nominated Accounts).
- *Agreement* means this Direct Debit Request Service Agreement between *you* and *us* (this agreement).
- *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 **LITTLE Real Estate (VIC & NSW) Pty Ltd** who 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

- 1.1 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*.
- 1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *direct debit request* and as due under your Tenancy Agreement.
- 1.3 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 preceding or following *business day*.

2. Changes by us

- 2.1 *We* may vary any details of this agreement or a *direct debit request* at any time by giving *you* at least fourteen (14) days' written notice.

3. Changes

- 3.1 *You* may change the amounts per account and account details under a *direct debit request* by contacting *us* (see details below) and providing a new signed *direct debit request* at least 14 days prior to the next *debit payment* date.
- 3.2 If *you* wish to request a deferment or stop of a *debit payment*, or cancel a *Direct Debit* *you* should write to LITTLE Real Estate (VIC & NSW) Pty Ltd (see details below) at least 14 days prior to when your next debit payment is due. *You* acknowledge a request for deferment, if declined, will result in a breach of your lease from the date originally due and action will be taken if the payment is not made by the due date.
Fax: 03 8809 5660 or by mail to G P O Box 4773 Melbourne 3001

4. Your obligations

- 4.1 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*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
 - (a) *You* may be charged a fee and/or interest by *your financial institution*;
 - (b) *You* must arrange for the *debit payment* to be made by another method, or arrange for sufficient clear funds to be in *your account* immediately so that *we* can re-process the *debit payment*, or the amount of insufficient funds will become a *debit payment* on the other *accounts* under the direct debit request.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

5. Dispute

- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly by phone on 03 8809 5555 or email 'property@little.com.au' and provide this 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* accordingly.
- 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 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 LITTLE Real Estate (VIC & NSW) Pty Ltd GPO Box 4773, Melbourne 3001 as original signatures are required.
- 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 on the third banking day after emailing or posting.
- 8.3