

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*.
- 1.4 If *you* are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

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.
Email: enquiries@little.com.au or by mail to GPO Box 4773 Melbourne 3001
- 3.3 "Stops or cancellations may be directed to the Debit User of the Ledger FI"

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.