

# Direct Debit Request Service Agreement

**1 November 2015**

# Direct Debit Request Service Agreement

If you sign the Direct Debit and Credit Request, you have separate agreements with JBWere and with WealthHub Securities on the terms of Direct Debit and Credit Request and this Direct Debit Service Agreement. However notices to WealthHub Securities may be provided to JBWere as set out in this Direct Debit Service Agreement, and JBWere receives them on behalf of WealthHub Securities.

## 1. Definitions and interpretation

The following words have the following meanings:

**'Account'** means the account held at your financial institution from which we are authorised to arrange for funds to be debited under the Direct Debit Request.

**'Agreement'** means the agreement formed by our acceptance of the Direct Debit Request.

**'Banking Day'** means any 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 attached to or accompanying this document.

**'JBWere'** means JBWere Limited ABN 68 137 978 360.

**'Our', 'us' or 'we'** means any debit user 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 you have authorised us to arrange to debit.

**'WealthHub Securities'** means WealthHub Securities Limited ABN 83 089 718 249, the entity that is procured by JBWere to provide trading and settlement services to you in respect of Financial Products traded on an Approved Exchange, excluding international securities.

## 2. Debiting your Account

2.1 By signing a Direct Debit Request, you have authorised us to arrange the funds to be debited from your Account. You should refer to the Direct Debit Request and this document for the terms of the arrangement between us and you.

2.2 We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request.

2.3 If the Debit Day falls on a day that is not a Banking Day, we may direct your financial institution to debit your Account on the following Banking Day. If you are unsure about which day your Account has or will be debited, you should ask your financial institution.

## 3. Changes by us

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.

## 4. Changes by you

4.1 Subject to 4.2 and 4.3, you may change the arrangements under a Direct Debit Request by contacting us in writing addressed to the JBWere Account Management (Direct Debit), GPO Box 4595, Melbourne VIC 3001 in accordance with 9.1.

4.2 You may stop or cancel a Debit Payment either by notifying us in writing at least fifteen (15) days before the next Debit Day, or by contacting your financial institution.

4.3 You may also cancel your authority for us to debit your Account at any time either by notifying us in writing at least fifteen (15) days before the next Debit Day, or by contacting your financial institution.

## 5. Your obligations

5.1 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.

5.2 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) we may also charge you fees or charges to cover any costs incurred by us;
- (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Account by an agreed time so that we can process the Debit Payment; and
- (d) you should check your Account statement to verify that the amounts debited from your Account are correct.

5.3 If we are liable to pay Goods and Services Tax ('GST') on a supply made in connection with this Agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 6. Dispute

6.1 If you believe that there has been an error in debiting your Account, you should notify us in writing addressed to JBWere Account Management (Direct Debit), GPO Box 4595, Melbourne VIC 3001 as soon as possible so that we can resolve your query. Alternatively, you can take this up directly with your financial institution.

6.2 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.

6.3 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.

## 7. Accounts

7.1 You should check:

- (a) with your financial institution whether direct debiting is available on your Account as direct debiting is not available on all financial institution accounts;
- (b) the Account details which you have provided to us are correct by checking them against a recent account statement from your financial institution; 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.

## 8. Privacy

Personal information that you provide on this form will be collected, used, disclosed and handled by JBWere Limited, WealthHub Securities Limited and other members of the NAB Group in the ways set out in:

- o the NAB Group Privacy Notification available at [nab.com.au/privacynotification](http://nab.com.au/privacynotification); and
- o the JBWere Privacy Notification and Privacy Policy available at [jbwere.com/general/privacy](http://jbwere.com/general/privacy)

You should read the NAB Group Privacy Notification and the JBWere Privacy Notification and Privacy Policy.

## 9. Notice

9.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to JBWere Account Management (Direct Debit), GPO Box 4595, Melbourne VIC 3001.

9.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

9.3 Any notice will be deemed to have been received on the third Banking Day after posting.

# Direct Debit Request

## General instructions on completing your Direct Debit Request

- Please read the Direct Debit Request Service Agreement and complete the relevant sections.
- Please print using a black or blue pen.
- If an item is not applicable, please leave the boxes unmarked.
- If you make an error, please have all parties initial the change. Please do not use correction fluid.
- Please contact your JBWere Advisor or call 1800 812 267 if you require any assistance completing this form.
- Please return your completed form to JBWere, GPO Box 4370, Melbourne VIC 3001.

## Your details

### 1. Please provide your details

Account name

ACN or ABN (if applicable)

Investor number

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## Direct Debit Request

### 2. Client financial institution account details to be debited

By signing this Direct Debit Request, I/we (the person(s) named in section 1 of this Direct Debit Request Service Agreement) authorise and request:

- JBWere Limited (User ID 415930) to arrange through its own institution to Direct Debit, through the Bulk Electronic Clearing System in accordance with the Direct Debit Request Service Agreement (DDSA) contained in this document, any amount owed to JBWere, and for JBWere Limited to Direct Credit this account with any amount it owes to me/us.
- WealthHub Securities Limited (User ID 453439) to arrange through its own institution to Direct Debit, through the Bulk Electronic Clearing System in accordance with the Direct Debit Request Service Agreement (DDSA) contained in this document, any amount owed to WealthHub Securities, and for WealthHub Securities Limited to Direct Credit this account with any amount it owes to me/us.

Name of financial institution

BSB (branch number)

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Name of account

Account number

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Address of financial institution

Suburb

State

--	--	--

Postcode

--	--	--	--	--

Country

### 3. Acknowledgement and signature of financial institution account details

#### Acknowledgement of financial institution account holders

By signing this request, I/we acknowledge the following statements:

- I have read, understood and agreed to the terms and conditions governing the debit arrangements between me and JBWere and WealthHub Securities as set out in this request and in the Direct Debit Request Service Agreement contained in this document;
- To establish the direct debit facility, JBWere and WealthHub Securities need to collect personal information about me in this request and to disclose my nominated account details to the financial institution used to arrange the direct debit;
- If I do not provide the above information, JBWere and WealthHub Securities may not be able to establish a direct debit facility;
- JBWere and WealthHub Securities are not responsible for any loss, cost or expense suffered by me as a result of this request including where I have provided the incorrect or incomplete account details or JBWere and WealthHub Securities are unable to arrange the relevant credit.

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### Signature(s) of financial institution account holders

In the case of a joint financial institution account, this form must be signed by all owners of the financial institution account.

If the other financial institution account owner is not an existing JBWere client, please enclose a photocopy of that account owner's driver's licence or passport with this Direct Debit Request. Note: At least one financial institution account holder must be named on the JBWere investment account.

In the case of companies, this form must be executed by two directors or a director and a secretary unless it is a company with a sole director and sole secretary. Please indicate in which capacity you are signing by selecting the appropriate box below.

#### 1st Individual

Capacity (if applicable)

<input type="checkbox"/> Director	<input type="checkbox"/> Sole Director and Sole Secretary	<input type="checkbox"/> Trustee
<input type="checkbox"/> Duly authorised representative (attach authority)	<input type="checkbox"/> Other (please specify)	<input type="text"/>

Signed, sealed and delivered by: Full name

Signature

	Date signed (DD/MM/YYYY)
	<input type="text"/>

#### 2nd Individual

Capacity (if applicable)

<input type="checkbox"/> Director	<input type="checkbox"/> Company Secretary	<input type="checkbox"/> Trustee
<input type="checkbox"/> Duly authorised representative (attach authority)	<input type="checkbox"/> Other (please specify)	<input type="text"/>

Signed, sealed and delivered by: Full name

Signature

	Date signed (DD/MM/YYYY)
	<input type="text"/>

#### 3rd Individual

Capacity (if applicable)

<input type="checkbox"/> Director	<input type="checkbox"/> Company Secretary	<input type="checkbox"/> Trustee
<input type="checkbox"/> Duly authorised representative (attach authority)	<input type="checkbox"/> Other (please specify)	<input type="text"/>

Signed, sealed and delivered by: Full name

Signature

	Date signed (DD/MM/YYYY)
	<input type="text"/>

\* If you are signing under a Power of Attorney, please supply a certified copy of the Power of Attorney with specimen signature(s) of Attorney(s).

### Direct Credit Request

By signing above, I request and authorise JBWere and WealthHub Securities, until further written notice by me, to arrange for the payment of any amount payable by JBWere and WealthHub Securities to me to be credited to the account identified in Section 2.