

# Direct Debit / Credit Authorisation Form

Client Account Name:

Client Account Number:

For Direct Debits all bank account holders must sign this section.

**Default/Nominated Bank Account** The Applicant authorised the Direct Debit User to directly debit or credit the Nominated Bank Account.

**Income Direction:**  I/We hereby Authorise PhillipCapital to direct credit all cash dividends, Income, distributions or interest payable on my/our International holdings to the below Nominated Bank Account.  
*(Please tick the Box to authorise)*

**Financial Institutions Name:**

**Account Name:**

**BSB:**  **Account Number:**

## CLIENTS TO COMPLETE

Individual/Director (1) Full Name	Signature	Date
<input type="text"/>	<input type="text"/>	/ /

Individual/Director (2) Full Name	Signature	Date
<input type="text"/>	<input type="text"/>	/ /

Individual/Director (3) Full Name	Signature	Date
<input type="text"/>	<input type="text"/>	/ /

If the client is a company, please indicate which office held:

Sole Director/Sole Secretary       Two or More directors (two or more directors must Sign)

### DECLARATION:

- i. If you elected to authorise a Direct Debit User to direct debit your Nominated Bank Account and by signing this Direct Debit/Credit Authority Form, you agree to be bound by the Direct Debit terms and Conditions and the Direct Debit Request Service Agreement.
- ii. By signing this Direct Debit/Credit Authority Form, you hereby authorise:
  - PhillipCapital to verify the detail of the Nominated Bank Account information supplied above with your Financial Institution; and
  - The Financial Institution to release the information allowing PhillipCapital to verify the Nominated Bank Account information supplied above.
- iii. I/we confirm:
  - the banking details provided above to PhillipCapital are true and correct, and
  - I/We will immediately notify PhillipCapital if there are any changes to our banking details.
- iv. I/We acknowledge that should I/We fail to (a) provide correct banking details or (b) immediately notify PhillipCapital of any changes to the banking details, PhillipCapital may not be able to provide you with the service that you require and PhillipCapital accepts no responsibility or liability for any resulting loss, liability, cost or expenses.

# Direct Debit Request Service Agreement

## Definitions

In this Direct Debit Service Agreement:

**Account** in this section of the Terms and Conditions (Direct Debit Service Agreement) means the account identified as the direct debit account in the Direct Debit Request Form, but only if that account is held with a Financial Institution.

**Banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or where there is a public holiday simultaneously in Victoria and New South Wales.

**Client** or **you** means the person whose details appear on PhillipCapital's Intermediary Client Account Form, or the Direct Debit Request Form.

**Debit Day** means the day that payment is due from you to us.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit** means the direct debit request between you and us by completing and signing Direct Debit Request Form, or the PhillipCapital Intermediated Client Account form.

**DDR** means the Direct Debit Request form you have completed to authorise the appropriate debit user.

**Direct Debit User** means PhillipCapital or FinClear.

**Financial Institution** means a financial institution with whom we have a direct debit facility arrangement. Please contact your adviser to check whether we have a direct debit facility arrangement with Your Financial Institution.

**FSP** means Financial Service Provider or Intermediary authorised by you.

**PCL** or **PhillipCapital** means Phillip Capital Limited ABN 14 002 918 247, Debit User ID 532202, and for the purpose of this agreement your executing broker.

**FinClear** means Finclear Services Pty Ltd ABN 60 136 184 962, Debit User ID 625407 or 619725 and PhillipCapital's Clearing Participant.

**us** or **we** means the Debit User you have authorised by requesting a DDR.

**Your Financial Institution** means the Financial Institution at which the Account is kept.

### 1. FinClear

Phillip Capital Limited has engaged the securities clearing services of FinClear and where applicable you may be required to have a Direct Debit Service with FinClear to facilitate your Direct Debit request.

### 2. Debiting the Client's Account

2.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited through the Bulk Electronic Clearing System and paid to us from the account nominated by you on the DDR form. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

2.2 We will only arrange for funds to be debited from the 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 the account on the following Banking day. If you are unsure about the day on which the Account has or will be debited, you should ask your Financial Institution.

### 3. Your Obligations

3.1 By completing the Direct Debit Request you authorise us to arrange for funds to be debited from the Account and you warrant and represent that you are duly authorised to request the debiting of payments from the nominated bank account.

3.2 We will only arrange for funds to be debited from the Account as authorised in the direct debit request.

3.3 If the Debit Day falls on a day that is not a Banking day, we may direct Your Financial Institution to debit the account on the following Banking day. If you are unsure about the day on which the Account has or will be debited, you should ask Your Financial Institution.

### 4. Your Obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in the Account to allow a Debit Payment to be made in accordance with the DDR.

4.2 If there are insufficient funds in the Account to meet a Debit Payment:

- (a) you may be charged a fee and/or interest by Your Financial Institution;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in the Account by an agreed time so that we can process the Debit Payment.

4.3 You should check the Account statement to verify that the amounts debited from the Account are correct.

4.4 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 additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Changes

5.1 You may request deferment of, or alteration to, suspension of these direct debit arrangements or stop any debit item by providing the appropriate signed written instructions to your FSP.

5.2 You may also cancel your authority for us to debit the Account by providing the appropriate notice to your FSP.

5.3 We may make changes or terminate these arrangements at any time by giving 14 days notice in writing to you.

## 6. Dispute

6.1 If you believe that there has been an error in debiting the Account, you should notify your FSP or FinClear directly on (02) 8999 4000 and confirm that notice in writing as soon as possible by faxing to (02) 8999 4099 or positing to GPO Box 5343, Sydney NSW 2001, or

6.2 If we conclude as a result of our investigations that the Account has been incorrectly debited we will arrange for Your Financial Institution to adjust the Account accordingly. We will also notify you via your FSP in writing of the amount by which the Account has been adjusted.

6.3 If we conclude as a result of our investigations that the Account has not been incorrectly debited we will provide you with reasons and any evidence for this finding.

6.4 Any queries about an error made in debiting the Account should be directed to your FSP in the first instance (and not to your Financial Institution) so that we can attempt to resolve the matter with you. If the matter cannot be resolved in this manner we may refer it to Your Financial Institution which will obtain details from you of the disputed transaction.

## 7. Accounts

We recommend that you:

- (a) confirm with Your Financial Institution whether direct debiting through the Bulk Electronic Clearing System (BECS) is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution; and
- (b) check that the Account details provided to us are correct by checking them against a recent Account statement.

## 8. Confidentiality

8.1 We will keep any information (including Account details) in your Direct Debit confidential. Please see our Privacy Policy at [www.phillipcapital.com.au](http://www.phillipcapital.com.au)

8.2 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 Direct Debit Agreement (including disclosing information in connection with any query or claim); or
- (c) as permitted by the Terms.

## 9. Notice

- (a) If you wish to notify us in writing about anything in this agreement you should write to your FSP.
- (b) We may send notices either electronically to your email address or the ordinary post to the address you have given us; and
- (c) If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.

## 10. Governing Law

These terms are governed by the laws in force in New South Wales or Victoria, Australia.