



Direct Debit Request

Customers' Authority

I/We
[Name of Customer(s) accepting the DDR]

Authorise Commercial Equity Group Pty Limited
Australian Credit Licence Registration Number 391118

...300828...
APCA User ID No.

To arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS).

This authorisation is to remain in force in accordance with the terms described in the **Direct Debit Request Service Agreement.**

.....
Signed/...../..... Signed/...../.....

Details of the Account to be Debited

Name of the Financial Institution

Branch Name

Account Name

B/S/B ___-___ Account no. _____

Payment Details

Please tick the appropriate box:

I/We request that you debit my/our account in accordance with our Agreement;

Or

I/We request that you debit my/our account on the following basis:

Maximum amount to be debited

Frequency of debit

First payment date

CEG Use only:

Commbiz input:

Direct Debit Request Service Agreement

Australian Credit Licence Registration Number 391118

This Agreement is to be read in conjunction with the Direct Debit Request and the Loan Agreement between Commercial Equity Group Pty Limited (“Commercial Equity”) and

..... (“the customer”).

1. Unless otherwise specified in the Direct Debit Request, the amount, frequency and first payment date will be in accordance with the Loan Agreement.
 2. Any variation to the arrangements in (1) above by Commercial Equity must be conveyed to the customer, in writing, no less than 14 days before the variation is effected.
 3. Where the customer seeks a deferment of, or alteration to, the debit arrangements, such request must be made *in writing* to the offices of Commercial Equity. Where such an action is deemed contrary to the Terms and Conditions of the Loan Agreement, alternative arrangements will need to be agreed between the parties.
 4. Where the customer seeks to cancel the Direct Debit Request, such request must be made *in writing* to the offices of Commercial Equity. Commercial Equity undertakes to act on any such requests received, on the understanding that the customer makes alternative arrangements to meet the Terms and Conditions of the Loan Agreement.
 5. Where the customer disputes a Debit item, in the first instance contact should be made *by phone* to the offices of Commercial Equity. Commercial Equity undertakes to investigate said dispute within 7 days and provide a written response to the customer with 10 working days.
 6. The Customer should be aware that:
 - Direct debiting through BECS is not available on all accounts; and
 - Account details should be checked against a recent statement from their Financial Institution.
If you are in any doubt, you should check with your Financial Institution before completing the Direct Debit Request.
 7. It is the customer’s responsibility to ensure there are sufficient clear funds in the nominated debiting account when the payments are to be drawn.
 8. **If the due date for payment falls on a non-working day or public holiday, the payment will be processed on the next working day.**
 9. For returned unpaid transactions, the follow procedures will apply:
 - Commercial Equity will attempt to draw on the account specified in the Direct Debit Request, once only and within 7 calendar days of the original drawing.
 - If second drawing is unsuccessful, Commercial Equity will contact the customer, in the first instance *by telephone*, to seek repayment of amount outstanding.
- Fees and charges:
- On each occasion that a debit is returned unpaid: \$5.00 or the amount that is charged by Commercial Equity’s Bank, whichever is the greater.
10. All customer records and account details will be kept private and confidential and will only be disclosed at the *written request* of the customer, or Commercial Equity’s Financial Institution in connection with a claim made in respect of an alleged incorrect or wrongful debit.