

Direct Debit Request Terms and Conditions

Form 10



DIRECT DEBIT REQUEST SERVICE AGREEMENT

DEFINITIONS

Account means the investment held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business Day means a day other than a Saturday or Sunday or a public holiday in the Sydney metropolitan area.

Debit Day means the day that a debit payment is due to be made.

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

Direct Debit Request means the Direct Debit Request between you and us.

Us or We means Uniting Financial Services a registered trademark of The Uniting Church (NSW) Trust Association Limited you have authorised by signing a Direct Debit Request.

You means the investor/borrower 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.

DEBITING YOUR ACCOUNT

By signing a Direct Debit Request you have authorised us to arrange for funds to be debited from your account in accordance with these terms and conditions. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request. 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 following Business Day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

CHANGES BY US

We may vary these terms and conditions at any time by giving you at least fourteen (14) days' written notice. We may terminate this facility at any time without notice and we may at our discretion stop a debit payment at any time and will notify you in writing should this occur. Where a debit is unsuccessful on three occasions, we may cancel your Direct Debit Request and you agree to the payment of any fees incurred by us as a result.

CHANGES BY YOU

You may cancel, change or defer your request for us to debit your account at any time by giving us 14 days notice in writing before the next Debit Day.

YOUR OBLIGATIONS

It is your responsibility to ensure that there are sufficient cleared funds available in your account to allow a Debit Payment to be made in accordance with the Direct Debit Request. If there are insufficient funds in your account to meet a debit payment you may be charged a fee and/or interest by your financial institution. You may also incur fees or charges imposed or incurred by us and you must arrange for the Debit Payment to be made by another method or arrange for sufficient cleared funds to be in your account by an agreed time so that we can process the debit payment. You should check your account statement to verify that the amounts debited from your account are correct.

If we are liable to pay goods and services tax (GST) on a supply made by us 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.

DISPUTES

If you believe that there has been an error in debiting your account, you should notify us directly on 1300 133 673 and confirm that notice in writing with us as soon as possible so that we can resolve your query. If we conclude, as a result of our investigations, that your account has been incorrectly debited we will request 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. If we conclude as a result of our investigations that your account has not been incorrectly debited we will provide you with reasons and any evidence for this finding. 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 you and us. 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.

ACCOUNTS

Direct debit may not be available on all types of accounts, so you should check: with your financial institution before completing this authority; your account details which you have provided to us are correct by checking them against a recent account statement; and with your financial institution before completing the Direct Debit Request to obtain its terms and conditions in relation to a direct debit arrangement or if you have any queries about how to complete the Direct Debit Request.

PRIVACY

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.

We will only disclose information that we have about you to the extent specifically required by law, or for the purposes of this Agreement (including disclosing information in connection with any query or claim).

NOTICE

If you wish to notify us in writing about anything relating to these terms and conditions you should write to Uniting Financial Services, PO Box A2178, Sydney South NSW 1235. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

NO LIABILITY

In acting on your Direct Debit Request we are not acting as agent for you or any other party, and we are not liable for any loss or damage to you. To the extent permitted by law, we are not liable for any loss or damage you suffer as a result of using this facility or any delay, omission or failure in respect of any debit including but not limited to technical/system failure or third party failure.

You will indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and by whomsoever caused, made against us in respect of any matters arising from your use of the direct debit facility.



Financial services are provided by The Uniting Church (NSW) Trust Association Limited ACN 000 022 480, ABN 89 725 654 978, AFSL 292186 and by The Uniting Church in Australia Property Trust (NSW) ABN 77 005 284 605 pursuant to a s.911A Corporations Act 2001 (Cth.) authorisation and APRA Banking Exemption No. 1 of 2006 ("Uniting Financial Services"), for The Uniting Church in Australia, Synod of NSW and the ACT pursuant to ASIC Regulatory Guide 87 exemptions. Uniting Financial Services(r) is a registered trademark of The Uniting Church (NSW) Trust Association Limited and is used with permission by The Uniting Church in Australia Property Trust (NSW). Neither The Uniting Church in Australia, Synod of NSW and the ACT nor Uniting Financial Services is prudentially supervised by APRA. An investment with or contributions will not benefit from the depositor protection provisions of the Banking Act 1959. All financial services and products are designed for investors who wish to promote religious and charitable purposes and for whom profit considerations are not of primary importance in their decision to invest.