

Direct Debit Request Service Agreement



ASSET MANAGEMENT

The following is your Direct Debit Request Service Agreement with MLC Investments Limited ABN 30 002 641 661 AFSL 230705.

The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (within the Initial Application Form, Additional Investment Form or Change of Details Form) and should be read in conjunction with the relevant Product Disclosure Statement.

Definitions

- **Account** means the account 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 a Sunday or a bank or public holiday in 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 within the Initial Application Form or Additional Investment Form or Change of Details Form.
- **Us or we** means MLC Investments Limited and its agent(s) (the Debit User) you have authorised by signing a direct debit request.
- **You** means the customer who signed the Direct Debit Request.
- **Your financial institution** means the financial institution nominated by you on the Direct Debit Request at which the account is maintained.

1. Debiting your account

1.1 By signing a Direct Debit Request, you have authorised us to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) 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.

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 following Business Day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Amendments 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 thirty **(30) days'** written notice sent to the preferred email or address you have given us in the

Direct Debit Request.

3. Amendments by you (if applicable)

3.1 You may change, stop or defer an individual debit payment, or cancel or suspend the Direct Debit Request at any time by providing us with at least fourteen **(14) days'** notification by:

- (a) writing to:
Registry Services
MLC Investments Limited
GPO Box 804
Melbourne VIC 3001 Australia

- (b) telephoning Client Services on **1300 738 355** (8:30am to 5:30pm AEST)

- (c) arranging it through your own financial institution.

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 may also be charged reasonable costs imposed or incurred by us on account of there being insufficient funds; and
- (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.

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 Client Services on **1300 738 355**. Alternatively you can take it up with your financial institution direct.

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 within a reasonable period 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.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to

Direct Debit Request Service Agreement



your query by providing you with reasons and any evidence for this finding in writing.

6. Accounts

6.1 You should check:

- (a) with your financial institution whether direct debiting through BECS 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 disclosing information 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:

Registry Services
MLC Investments Limited
GPO Box 804
Melbourne VIC 3001 Australia

8.2 We will notify you by sending a notice to the address or email you have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received on the seventh business day after posting.