

# Direct Debit/Credit Service Agreement

Please find below details of the client Direct Debit Service Agreement with Us.

This document explains your obligations when requesting a direct debit arrangement with us.

In addition the document details Burrell's obligations to you the client as your direct debit provider. Please keep this agreement for future reference. The direct debit service agreement forms part of the terms and conditions of the use of a direct debit request on your account and should be read in conjunction with your Banking (Settlement Account) authorisation form.

## Definitions

**Agreement** means this Direct Debit Request Service Agreement between the client and Us.

**Banking day** means a day other than a Saturday or a Sunday or a formally noted 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 the client.

**Us, we, our, or Burrell** means Burrell & Co Holdings Pty Ltd ABN 58 121 508 978; AFSL No. 352203 and Burrell Stockbroking Pty Ltd ABN 82 088 958 481; AFSL No 247431, jointly and severally.

**You or your** means the client who has signed, or authorised by other means, the direct debit request.

**Your account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**Your financial institution** means the financial institution nominated by you on the Direct Debit Request form at which the account is maintained.

## 1. Debiting your account

- 1.1. By signing a direct debit request form or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request form and this

agreement for the terms of the arrangement between Burrell and you the client.

- 1.2. We will only arrange for funds to be debited from your account as authorised in the direct debit request. The amount and frequency of drawings will vary to coincide with your dealings with Burrell
- 1.3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account the day prior to your banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 1.4. Direct debits will be processed the business day prior to the settlement date.

## 2. Amendments by Burrell

- 2.1. 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.
- 2.2. We reserve the right to cancel the drawing arrangements if two (2) or more debit requests are returned unpaid by you financial institution and to arrange with you an alternate payment method.
- 2.3. We reserve the right to cancel the drawing arrangement and this agreement if your Shares account is no longer sponsored by Burrell.

## 3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least five (5) days notification in writing to:

Burrell Stockbroking Pty Ltd  
Attention: Accounts  
GPO Box 1398  
Brisbane Qld 4001

or by email you Burrell Advisor  
or by telephoning your Burrell adviser or Accounts on 07 3006 7200 during business hours

#### 4. Your obligations

- 4.1. 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.
- 4.2. If there are insufficient cleared 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 incur fees or charges imposed or incurred by Burrell, and
  - c) you must arrange for the 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.
- 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 Accounts directly on (07) 3006 7200 and confirm by notice in writing as soon as possible so that we can resolve your query as quickly as possible. Alternatively, you can contact your financial institution directly.
- 5.2. If, as a result of our investigations, we conclude that your account has been incorrectly debited we will work with you and your financial institution to rectify the error.
- 5.3. If, as a result of our investigations, we conclude that your account has not been incorrectly debited we will respond to your query by providing you with clarification.

#### 6. Accounts

You should check:

- a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by the financial institutions
- b) that the account details you have provided us are correct
- c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request, and
- d) the bank details provided are in the same

name as your Burrell account.

#### 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:  
Burrell Stockbroking Pty Ltd  
Attention: Accounts  
GPO Box 1398  
Brisbane Qld 4001
- 8.2. We will notify you by sending a notice in the ordinary post to the address you have provided us in your Burrell Stockbroking Account Application.
- 8.3. Any notice will be deemed to have been received on the third banking day after posting.