



# CMA/CMT Linked Account Form

**To link your CMA/CMT to your Margin Loan Facility, please complete this form.**

Please use black ink and BLOCK letters.

**Facility Name**

**Facility Number**

**Contact Number**

**Complete either Section 1 or Section 2 below.**

## Section 1: Existing Adelaide CMA or Adelaide CMT

Complete this section if you have an existing Adelaide Cash Management Account (Adelaide CMA) or Adelaide Cash Management Trust (Adelaide CMT).

Account Type

Adelaide CMA

Adelaide CMT

BSB Number

Account Number

Account Name

Name of Australian Financial Institution

Address of Financial Institution

## Target Facility Balance

If you specify an amount the Lender will sweep funds between the linked account in this section and your Loan Account.

Target Facility Balance

\$  ,  ,  .

## Section 2: New Adelaide CMA or Adelaide CMT

Complete this section if you want to open a new Adelaide Cash Management Account (Adelaide CMA) or Adelaide Cash Management Trust (Adelaide CMT). If you tick one of these boxes, the Lender will send you a copy of the Adelaide CMT Product Disclosure Statement or Adelaide CMA product guide. The Adelaide CMT or Adelaide CMA will be a Deposit Account and becomes part of the Secured Property under the Mortgage.

The Lender is authorised to open an Adelaide Cash Management Trust in the name of the Borrower(s)

The Lender is authorised to open an Adelaide Cash Management Account in the name of the Borrower(s)



# Direct Debit Service Agreement

## 1. Interpretation

- 1.1 Words defined in Part 1 have the same meaning when used in this Direct Debit Service Agreement and this Direct Debit Service Agreement is to be interpreted according to the rules of interpretation in Part 1.
- 1.2 In addition to the words defined in Part 1 “you” and “your” means the person(s) who signed the DDR.
- 1.3 If you sign a DDR these are the terms of the Direct Debit Service Agreement between the Lender and you.

## 2. Debit arrangements

- 2.1 By making a DDR you authorise the Lender to arrange for funds to be transferred from your nominated account in accordance with this Direct Debit Service Agreement, and you also authorise the financial institution where your account is held (Financial Institution) to debit your nominated account accordingly.
- 2.2 The DDR must be in writing signed by you unless otherwise agreed by the Lender. The Lender may not agree to act on a telephone, facsimile, email or other instruction for any reason, including if the Lender believes or suspects that the instruction is fraudulent, mistaken or unauthorised.
- 2.3 You agree that if the Lender accepts an instruction by telephone, facsimile, email or other means the Lender approves from time to time, the risk of an unauthorised transaction or a fraud lies with you and you will not make any claim on the Lender, and will indemnify the Lender against any claim on the Lender made by anyone else, as a result of or in connection with the Lender acting on such an instruction.
- 2.4 Direct debits will not commence until the Lender has processed your direct debit application.
- 2.5 All direct debits made on your behalf in accordance with a DDR are deemed payments by you.
- 2.6 If the date you have nominated for payment falls on a day that is not a Business Day, the Lender may direct the Financial Institution to debit your account on the following Business Day. If you are unsure about which day your account has been or will be debited please check with the Financial Institution.
- 2.7 Nothing in this Direct Debit Service Agreement affects or overrides the terms of the Agreement. If the result of a debit payment being returned is that you do not make a payment due under the Agreement on time then an Event of Default will occur for the purpose of that Agreement and default interest may accrue on the unpaid amount.
- 2.8 If there are insufficient cleared funds available in your nominated account to meet any debit payment:
  - (a) you or your nominated account may be charged a fee and/or interest by the Financial Institution;
  - (b) the Lender may charge a fee to reimburse itself for costs or charges it has incurred as a result of the failed transaction;
  - (c) if there has been a Margin Call or you are in default in your payments, you must arrange for the payment to be made by another method or arrange for sufficient cleared funds to be in your nominated account within 3 days or such other period as the Lender specifies so that the Lender can make a further drawing on your nominated account; and
  - (d) the Lender may attempt a redraw on your nominated account.

## 3. Your rights

- 3.1 You may terminate the direct debit arrangement with the Lender by giving the Lender a written Notice. The termination will be effective when the Lender has completed processing your request.
- 3.2 You may request that the Lender stops or defer a payment by notifying the Lender in writing. The Lender will notify you if your request to stop or defer a payment has been successful.
- 3.3 You may alter the DDR amount and the date on which payment is to be made by completing a new DDR.
- 3.4 Where you consider the debit is incorrect in either the due date or amount or both, you should raise the matter the Lender.
- 3.5 All Notices to the Lender must be in writing.
4. The Lender's rights
  - 4.1 The Lender may terminate the direct debit arrangement as to future deductions at any time by notice in writing to you.
  - 4.2 The Lender may in its discretion vary any condition and introduce a charge in relation to the DDR. The Lender will notify you of variations to this Direct Debit Service Agreement in writing, no later than 14 days prior to the day on which the variation takes effect.

## 5. Your responsibilities

- 5.1 It is your responsibility:
  - (a) before completing the DDR to:
    - i check with the Financial Institution that direct debiting is available on your nominated account. You will need to do this because direct debiting is not available on all accounts offered by financial institutions; and
    - ii check the account details you have provided to the Lender are correct by checking them against a recent statement of your nominated account;
  - (b) to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due settlement date of your transactions executed by the Lender;
  - (c) to check the statements issued on your nominated account to verify that the amounts debited from the account are correct;
  - (d) to ensure that the authorisation to debit the nominated account is in the same name as the account signing the instruction held by the Financial Institution;
  - (e) to advise the Lender if the account you have nominated to debit is transferred or closed; and
  - (f) to ensure that suitable arrangements are made if the DDR is cancelled:
    - i by you
    - ii by the Financial Institution; or
    - iii for any other reason.

## **6. Dispute**

- 6.1 If you believe that there has been an error in debiting your nominated account you should contact the Lender and confirm the details by writing to the Lender, as soon as possible so that the Lender can try to resolve your query quickly.
- 6.2 If the Lender's investigations show that your account has been incorrectly debited the Lender will arrange for the Financial Institution to adjust your account (including interest and charges) accordingly. The Lender will also notify you in writing of the amount by which your account has been adjusted.
- 6.3 If the Lender's investigations show that your account has not been incorrectly debited the Lender will respond to your query by providing you with reasons and copies of any evidence for this finding.
- 6.4 Any queries you may have about an error made in debiting your account should be directed to the Lender in the first instance so that the Lender can attempt to resolve the matter between the Lender and you. If the Lender cannot resolve the matter you can then refer it to the Financial Institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## **7. Confidentiality and Privacy**

- 7.1 When the Lender collects, uses and discloses the personal information in your DDR (such as your account details), the Lender complies with the privacy and related law and the Lender's privacy policy.
- 7.2 The Lender will disclose information about you for the purposes of this Direct Debit Service Agreement which may include providing information to the financial institution or others involved in the direct debit system (for example the Lender may need to do so in connection with a claim that there has been an incorrect or wrongful debit).
- 7.3 If you fail to provide any information requested in the DDR then the Lender will not be able to arrange debit payments.

## **8. Priority**

- 8.1 The Financial Institution may in its absolute discretion conclusively determine the priority of payment by it of any moneys, pursuant to this or any other authority or withdrawal request which you give to the Financial Institution in relation to your nominated account.