

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 public holiday listed throughout 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* (and includes any Form PD-C approved for use in the *transitional period*).

transitional period means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

us or *we* means *Melbourne Inner City Management Pty. Ltd.* A.B.N. 39 060 312 012 (hereinafter referred to as *Melbourne Inner City Management*) you have authorised by signing a *direct debit request*.

you means the customer 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.

1. Debiting your account

- 1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited 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. Changes 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 fourteen (14) days' written notice.
- 2.2 We will provide at least 60 days written notice by registered post of a Rent Increase in accordance with the Residential Tenancies Act 1997 (RTA), and the *debit* amount will increase on the specified date and amount as indicated in the notification.

3. Changes by you

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 03-9697 8888 or contacting your Financial institution
- 3.2 If you wish to stop or defer a direct payment you must notify us in writing at least seven days (7) days before the next debit day. This notice should be given to us in the first instance. All requests for such stops or cancellations may be directed to the Direct User or the Ledger Financial institution.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* seven days (7) days notice in writing before the next *debit* day. This notice should be given to *us* in the first instance,. All requests for such stops or cancellations may be directed to the Direct User or the Ledger 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 You have been informed that your rental payments to Melbourne Inner City Management are via direct debit only. You have agreed that Melbourne Inner City Management has the authority to deduct the monthly rental due, plus any outstanding rental owing at the end of the tenancy from your nominated direct debit account.
- 4.3 It is important to note that if your rental is to be split between tenants the amount entered is based on a percentage of the monthly rent owing, and due to the system percentage rounding it may vary by up to \$0.50 cents either side of the specified amount.
- 4.4 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* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* within 3 business days so that *we* can process the *debit payment*.
- 4.5 *You* should check *your account* statement to verify that the amount debited from *your account* are correct.
- 4.6 If Melbourne Inner City Management is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Melbourne Inner City Management on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If you believe that there has been an error in debiting *your account*, you should notify *us* directly on 03-9697 8888 as soon as possible so that *we* can resolve *your* query more quickly. To dispute any direct debit item with the Debit User and the dispute resolutions process to apply between them, and advise the customer that claims may also be directed to the ledger Financial institution
- 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 for *your financial institution* to adjust *your* account 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 *your* query by providing *you* with reasons and any evidence for this finding.
- 5.4 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.

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 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. Confidentially

- 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 You consent to *us* disclosing the information in this form to persons outside the Central Equity Group solely for the purposes of assessing this request.

- 7.3** We will endeavour to maintain the confidentiality of all information provided in this form. For more information about our privacy policy, please refer to the privacy statement at www.micm.com.au
- 7.4** We will only disclose information that *we* have about *you*:
- (a) to the extent specifically required by law; or
 - (b) for the purpose 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 *Melbourne Inner City Management, Level 1, 178 City Road, Southbank VIC 3006*
- 8.2** We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3** Any notice will be deemed to have been received two business days after it is posted.

