

Silver Realty Pty Limited Trading As



**Real Estate
Blacktown**

Shop 3 No 1 Cnr Blacktown Rd & Aldgate St,
Prospect NSW 2148
Phone: 02 9631 8222 Fax: 02 9636 6919

Direct Debit Request



**Request and Authority to debit the account named below to pay
Silver Realty Pty Limited Trading As Elders Real Estate Blacktown**

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| Request and Authority to debit | Tenant Full Name: _____ Request and authorise Silver Realty Pty Limited Trading As Elders Real Estate Blacktown and User Id 24451445 to arrange, through its own financial institution, a debit to your nominated account any amount Silver Realty Pty Limited Trading As Elders Real Estate Blacktown has deemed payable by <i>you</i> . This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement. |
| Name & address of financial institution at which account is held | Financial Institution Name _____ Address _____ _____ |
| Details of account to be debited | Name/s on Credit Card: _____ Credit Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Expiry: _____ / _____ Weekly/Fortnightly/Monthly I am aware of the convenience fee of 1.3% (incl GST) for Credit Card payments of the transaction value in accordance with this Tenant Registration. I understand that this arrangement will remain in place until such time as it is cancelled by me in writing at least 30 days notification. Date Direct Debit Start: _____ / _____ / _____ Tenant Reference No: «TentCode» |
| Acknowledgment | By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Silver Realty Pty Limited as set out in this Request and in your Direct Debit Request Service Agreement. |
| Insert your signature and address | Signature(s) _____ (If signing for a company, sign and print full name and capacity for signing e.g. director) Address: _____ Date _____ / _____ / _____ |

**Silver Realty Pty Limited
Trading As**



Real Estate

Elders Real Estate Blacktown

Shop 3, 1 Aldgate Street,

Prospect NSW 2148

p 02 9631 8222 f 02 9636 6919

e rentals@eldersblacktown.com.au

w eldersblacktown.com.au

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **SILVER REALTY PTY LIMITED , User Id Q18860 ACN 55059989589**. It explains 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.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

The terms of this Direct Debit Agreement are for the purpose of Rental Payment, Water Usage and any Invoices debiting from your account **As per completed form**

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*.

banking 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*.

us or **we** means SILVER REALTY PTY LIMITED Trading as Elders Real Estate Blacktown (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

1.1 By signing a *Direct Debit Request* 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* 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*. **or**

We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

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* on the following *banking 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 fourteen **(14) days** written notice.

3. Amendments by you

You may change the direct debit payment cycle by providing *us* with at least **14 days notice days notification MUST BE by writing to:**

Elders Real Estate Blacktown:

Email; rentals@eldersblacktown.com.au

arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us [**insert name of Debit User**] of your new account details.

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| <p>4. Your obligations</p> | <p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your</i> account to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> will be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> will also incur fees or charges imposed or incurred by <i>us</i>; and (dishonoured payment fee)</p> <p>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your</i> account by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your</i> account statement to verify that the amounts debited from <i>your</i> account are correct</p> |
| <p>5 Dispute</p> | <p>5.1 If you believe that there has been an error in debiting <i>your</i> account, <i>you</i> should notify us directly on rentals@eldersblacktown.com.au and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that <i>your</i> account has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your</i> account has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p> |
| <p>6. Accounts</p> | <p><i>You</i> should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your</i> account as direct debiting is not available on all accounts offered by financial institutions.</p> <p>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.</p> |
| <p>7. Confidentiality</p> | <p>7.1 We will keep any information (including <i>your</i> account details) in <i>your</i> <i>Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p> |
| <p>8. Notice</p> | <p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to</p> <p>SILVER REALTY PTY LIMITED Shop 3/1 Aldgate Street, Prospect NSW 2148 Phone: 02 9631 8222 Fax: 02 9636 6919 Email: rentals@eldersblacktown.com.au</p> <p>8.2 We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p> |