



**DIRECT DEBIT REQUEST SERVICE AGREEMENT
CATERPILLAR FINANCIAL AUSTRALIA LIMITED (CFAL)
(Please retain for your records)**



This service agreement is provided to all new Direct Debit customers and those existing customers that request it, in respect of your Direct Debit Request arrangements with us. The following details explain your rights, the actions related to requests or alterations to your Direct Debit Request Arrangements.

CFAL RESPONSIBILITIES

The initial terms of the Direct Debit Request drawing arrangement are found on the Direct Debit Request. Amounts and frequency may be fixed or variable. If the terms of the initial arrangement are to change, 14 days' notice will be provided to you in writing.

We will undertake to periodically debit your nominated account for the amount agreed for payments due to ourselves under the specific Funding Agreement to which the Direct Debit Request relates.

CUSTOMERS RESPONSIBILITIES

It is your responsibility to ensure that the account you nominate is able to accept Direct Debit. If in doubt, you should contact your financial institution.

You must ensure that on the due date of your Direct Debit drawing, clear funds are available for debiting from the nominated account.

You indemnify CFAL and agree to keep CFAL indemnified upon CFAL's first demand on you against all claims, demands, actions, suits and proceedings whatsoever that may be made on or taken against CFAL or any of CFAL's employees arising out of or connected with:

- a) the debiting to the account detailed in the Direct Debit Request and the payment to CFAL of any sum or sums of money the debiting of which was not at the time authorised by any other party claiming rights over that account or the debiting of which was caused by your negligence, misrepresentation or misfeasance in terms of the Direct Debit Request or to which you were not then legally entitled; or
- b) the failure to make any debit in accordance with the terms of any Direct Debit Request which was caused by your negligence, misrepresentation or misfeasance in terms of a Direct Debit Request; or
- c) the failure by you to comply with any provision of this agreement; and also against all costs and expenses which CFAL may properly incur in consequence of any such claim, demand, action, suit or proceeding.

DRAWING ARRANGEMENTS

The first drawing under this Direct Debit Request will occur **within 5 days of the date of acceptance (by CFAL) of the agreement to which it relates**. Subsequent Direct Debit drawings will occur in accordance with the terms and conditions of the relevant Agreement between you and CFAL. A copy of the agreement will be provided to you.

Due Date of Drawing not a Business day

If the schedule due date of the Direct Debit Request drawing is not a business day, funds will be debited on the business day preceding the due date.

Dishonoured Drawing

If the drawing is dishonoured by your financial institution, we will contact you to determine when the funds will be available for the next Direct Debit drawing. Dishonour fee will be applied to your account, as determined by us from time to time, (including any fee charged to us by your financial institution).

CUSTOMER CONFIDENTIALITY

All customer information will remain confidential. However, we will pass on to your financial institution information that is necessary for the establishment of the Direct Debit Request.

CHANGES TO THE ARRANGEMENT

Should you wish to do any of the following you will need to contact our Customer Service Department at least 5 business days prior to the due date of the next Direct Debit. Our Customer Service Department will advise the procedure to instigate any of the following actions. We will require written notification to reach us at 1 Caterpillar Drive, Tullamarine, Victoria, 3043 at least 5 business days prior to the due date of the next Direct Debit.

You want to	You will need to
Defer a Drawing (Temporarily delay a debit from the normal drawing date. The original arrangement to resume for future debits.)	<p>Complete the request to defer and fax to us 5 business days prior to the date that the next debit is due to occur.</p> <p>We will delay the payment until the nominated date and all future debits will occur as originally agreed.</p>
Stopping an Individual Debit (Cancel one payment in lieu of an arrangement, a once off arrangement.)	<p>Complete the request to Stop One Payment and fax to us 5 business days prior to the date that the next debit is due to occur and nominate how that payment will be paid.</p> <p>We will cancel the payment nominated in exchange for an agreeable alternate arrangement for that payment which is Stopped. Normal Debits will recommence for future payments.</p>
Suspending the DIRECT DEBIT REQUEST (Making an alternative arrangement for 2 or more consecutive debit payments)	<p>Complete the Request to Suspend and nominate the number of payments, and effective dates. Fax this request to us 5 business days prior to the payment date that is first to be affected. Please nominate the replacement arrangements.</p> <p>We will temporarily suspend the debits in exchange for the replacement arrangements. Normal Direct Debit Request payments will recommence once this period has lapsed.</p>
Cancelling the DIRECT DEBIT REQUEST (All future payments under this arrangement cease)	<p>If the account is being finalised – there will be no need to do anything as the receipt of agreed final amounts would automatically result in the Direct Debit Request ceasing.</p> <p>If the account is not being finalised – complete the request to cancel the debit 5 business days prior to the next debit date, and advise the replacement method of payment.</p> <p>We will cancel your Direct Debit Request and all future payments under that authority.</p>
Disputing a Debit (that has already occurred or will occur)	<p>Contact our Customer Service Department on 1800 010 808.</p> <p>We will respond within 7 business days to any disputes you have contacted our Customer Service Department about.</p>

All enquires including stops and cancellations should be directed to Customer Service Department at 1 Caterpillar Drive, Tullamarine, Victoria, 3043 or phone 1800 010 808.

DIRECT DEBIT REQUEST ARRANGEMENT CHANGES

FROM:

[Customer's Legal Name]
CFAL Account Number:
Bank Name:
Branch Name:
B.S.B. Number:
Bank Account Number:
Amount: \$.....

TO:

Caterpillar Financial Australia Limited
Fax: 03 9338 8415
Phone: 1800 010 808
Email: cfalmarketing@CAT.com

Defer a Drawing

Please defer the drawing that falls due for \$_____ and debit the amount on the _____ day of _____ 20____

Stop one Debit

Please do not debit my account for the payment that falls due for \$_____

This payment will be made by:

- Cheque mailed directly on the _____ day of _____ 20____
- Direct Deposit to your Bank account on the _____ day of _____ 20____
- Other, Please detail _____

Suspend 2 or More Payments

Please suspend _____ consecutive payments commencing with the payment due _____ day of _____ 20____.

These payments will be made by:

- Cheque mailed directly on the _____ day of _____ 20____
- Direct Deposit to your Bank account on the _____ day of _____ 20____
- Other, Please detail _____

Cancel the arrangement altogether

As the account will be finalised. The cancellation to take effect once you have received the agreed final amount. This is expected to occur on the _____ day of _____ 20____

And we will continue to make payments directly to you be either post or Direct Deposit to your bank account. Such amounts will be paid to you on the agreed dates.

Signed by:

Name:

Dated:

**DIRECT DEBIT REQUEST
CATERPILLAR FINANCIAL AUSTRALIA LIMITED – USER I.D. 122130**

[Date]

Customer Service Department
Caterpillar Financial Australia Limited
1 Caterpillar Drive
TULLAMARINE VIC 3043

Dear Sir / Madam,

We [Customer's Legal Name] request and authorise Caterpillar Financial Australia Limited (“CFAL”), until further notice in writing to debit my / our account described below, with any amounts which fall due in relation to contract Number _____ (the “Contract”), and in connection, acknowledge receipt of and agree to be bound by the Direct Debit Request Service Agreement issued by you. The initial terms of this arrangement are set out below.

ACCOUNT DETAILS

Name and Address of Financial Institution:

Title of Account: _____

B.S.B. Number: (six digits): _____

Account Number: _____

Note: I have confirmed with my financial institution that direct debiting is available on this account.

I / We warrant to you that I / we are the authorised signatories to the above account and we are permitted to debit it for the intended purposes.

INITIAL DRAWING ARRANGEMENTS

Amount: The “Total Amount” referred to in the payment paragraph of your new finance agreement letter from CFAL in relation to the Contract.

Frequency: The frequency of drawing is as per the terms and conditions of the Contract.

Other Criteria:

First drawing to commence **within 5 days after the date of acceptance (by CFAL) of the Contract** (unless you pay the “Total Amount” referred to in the payment paragraph of your new finance agreement letter in relation to the Contract by cheque or direct deposit to CFAL’s account)

Subsequent drawings to occur in accordance with the due dates contained in the terms and conditions of the Contract.

Any changes by either party to the terms of this drawing arrangement are to be notified 14 days in advance.

Customer Signatures:

Customer Name and Address

[Customer's Legal Name]
[Customer's Property Name]
[Customer's Address 1]
[Customer's Address 2]
[Customer's Suburb] ACT [Customer's Post Code]