

## Terms & Conditions of Trade:

1. **Definitions**
  - 1.1 "Financial Planner / Financial Adviser / Investment Adviser / Investment Manager / Portfolio Manager" shall mean Ascendia Wealth Pty Ltd. its successors and assigns or any person acting on behalf of and with the authority of Ascendia Wealth Pty Ltd.
  - 1.2 "Accountant" shall mean Ascendia Accountants (Brisbane) Pty. Ltd., and Ascendia Accountants (Maroochydore) Pty. Ltd., and Ascendia Accountants (Noosa) Pty. Ltd., and their successors and assigns or any person acting on behalf of and with the authority of Ascendia Accountants (Brisbane) Pty. Ltd., and / or Ascendia Accountants (Maroochydore) Pty. Ltd. and / or Ascendia Accountants (Noosa) Pty. Ltd.
  - 1.3 "Lawyer" shall mean Ascendia Lawyers Pty. Ltd. and their successors and assigns or any person acting on behalf of and with the authority of Ascendia Lawyers Pty. Ltd.
  - 1.4 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Financial Planner/Accountant to the Client.
  - 1.5 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
  - 1.6 "Services" shall mean all Services supplied by the Financial Planner/ Financial Adviser / Investment Adviser / Investment Manager / Portfolio Manager and / or Accountant and / or Lawyer to the Client and includes any advice or recommendations.
  - 1.7 "Price" shall mean the price payable for the Services as agreed between the Financial Planner/ Financial Adviser / Investment Adviser / Investment Manager / Portfolio Manager and / or Accountant and / or Lawyer and the Client in accordance with clause 3 of this contract.
2. **Acceptance**
  - 2.1 Any instructions received by the Financial Planner et al. / Accountant / Lawyer, from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Financial Planner et al. / Accountant / Lawyer shall constitute acceptance of terms and conditions contained herein and as follows:
    - (a) At [www.ascendiainvestment.com.au](http://www.ascendiainvestment.com.au) (for Financial Planner)
    - (b) At [www.ascendiaaccountants.com.au](http://www.ascendiaaccountants.com.au) (for Accountant)
    - (c) At [www.ascendialawyers.com.au](http://www.ascendialawyers.com.au) (for Lawyer)
  - 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
  - 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Financial Planner/Accountant/Lawyer.
  - 2.4 The Client shall give the Financial Planner/Accountant/Lawyer not less than thirty (30) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Financial Planner/Accountant/Lawyer as a result of the Client's failure to comply with this clause.
  - 2.5 These terms and conditions of trade are meant to be read in conjunction with the Financial Planner et al. / Accountant's / Lawyers documents being as follows:
    - (a) "Financial Services Guide" of the Financial Planner.
    - (b) "Letter of Engagement" of the Financial Planner et al. /Accountant / Lawyer (where applicable).
    - (c) "Service Agreement" of the Financial Planner et al. /Accountant / Lawyer (where applicable).
3. **Price and Payment**
  - 3.1 At the Financial Planner et al./Accountant's/ Lawyer's sole discretion the Price shall be either
    - (a) As indicated on invoices provided by the Financial Planner/Accountant/Lawyer to the Client in respect of Services supplied; or
    - (b) The Financial Planner/Accountant's/Lawyer's quoted Price as detailed in either the Financial Planner/Accountant's/Lawyer's service agreement document or the Financial Planner/Accountant's letter of engagement (subject to clause 3.2) which shall be binding upon the Financial Planner/Accountant/Lawyer provided that the Client shall accept the Financial Planner/Accountant's/Lawyer's quotation in writing within thirty (30) days.
  - 3.2 The Financial Planner/Accountant reserves the right to change the Price in the event of a variation to the scope of works detailed in the Financial Planner/Accountant's/Lawyer's original quotation.
  - 3.3 At the Financial Planner/Accountant's./Lawyer's sole discretion a deposit may be required.
  - 3.4 At the Financial Planner/Accountant's/Lawyer's sole discretion:
    - (a) Payment shall be due on delivery of the Services; or
    - (b) Payment shall be due before delivery of the Services; or
    - (c) Payment for approved Clients shall be made by instalments in accordance with the Financial Planner/Accountant's/Lawyer's payment schedule; or
    - (d) Payment for approved Client's shall be due on seven (7) days following the end of the month in which a statement is posted to the Client's address or address for notices.
  - 3.5 Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) or (14) days following the date of the invoice at the Financial Planners/ Accountant's/Lawyer's sole discretion.
  - 3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two (2%) of the Price), or by direct credit, or by deduction from - at the Financial Planner/Accountant's/Lawyer's sole discretion - from the Client's ATO tax refund cheque proceeds after crediting to the Financial Planner/Accountant's/Lawyer's Trust Account, or by any other method as agreed to between the Client and the Financial Planner/Accountant.
  - 3.7 The Client acknowledges that payment may also be made to the Financial Planner/Accountant/Lawyer in the form of brokerage or commissions.
  - 3.8 GST, outlays (at cost) and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
4. **Delivery Of Services**
  - 4.1 At the Financial Planner/Accountant's/Lawyer's sole discretion delivery of the Services shall take place when:
    - (a) The Client takes possession of the Services at the Financial Planner/Accountant's/Lawyer's address; or
    - (b) The Client takes possession of the Services at the Client's nominated address (in the event that the Services are delivered by the Financial Planner/Accountant/Lawyer or the Financial Planner/Accountant's/Lawyer's nominated carrier).
  - 4.2 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement
  - 4.3 The Financial Planner/Accountant/Lawyer may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
  - 4.4 The failure of the Financial Planner/Accountant/Lawyer to deliver shall not entitle either party to treat this contract as repudiated.
  - 4.5 The Financial Planner/Accountant/Lawyer shall not be liable for any loss or damage whatever due to failure by the Financial Planner/Accountant/Lawyer to deliver the Services (or any of them) promptly or at all.
5. **Risk**
  - 5.1 If the Financial Planner et al. /Accountant/Lawyer retains ownership of the Services nonetheless, all risk for the Services passes to the Client on delivery.
  - 5.2 The Financial Planner et al./Accountant/Lawyer shall take every reasonable step to ensure the accuracy of information provided to the Client, but shall accept no liability or claims for any loss or damage arising out of the Client's use of that information where the Client chooses to self implement any information or advice - instead of using the expertise of the Financial Planner/Accountant/Lawyer to implement such advice on their behalf - including:
    - (a) Any Financial Planning or Investment Services or Advice, including but not limited to investment administration, investment management, investment / divestment or changes to assets;
    - (b) Any Tax Agents or Accounting services, including but not limited to any accounting, accounting amendments, tax preparation or tax return amendment, tax liability estimation;
    - (c) Any Legal Services including but not limited to creating or amending any legal documents, establishing or amending any entity arrangements, such as trusts, companies, partnerships etc.
  - 5.3 The Client acknowledges that it is their responsibility to ensure that documentation provided to the Client by the Financial Planner et al./Accountant/Lawyer is completed, signed and returned to the Financial Planner et al. /Accountant/Lawyer within thirty (30) days of receipt (where required). The Financial Planner/Accountant/Lawyer will accept no liability for deals, rates or opportunities or limitation periods missed due to the Client's failure to comply with this clause.
6. **Title**
  - 6.1 The Financial Planner et al./Accountant/Lawyer and the Client agree that ownership of the Services shall not pass until:
    - (a) The Client has paid the Financial Planner et al. /Accountant/Lawyer all amounts owing for the particular Services; and
    - (b) The Client has met all other obligations due by the Client to the Financial Planner et al. /Accountant/Lawyer in respect of all contracts between the Financial Planner et al. /Accountant/Lawyer and the Client
  - 6.2 Receipt by the Financial Planner et al./Accountant/Lawyer of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Financial Planner et al. /Accountant's/Lawyer's ownership or rights in respect of the Services shall continue.
  - 6.3 It is further agreed that:
    - (a) Until such time as ownership of the Services shall pass from the Financial Planner et al./Accountant/Lawyer to the Client the Financial Planner et al. /Accountant/Lawyer may give notice in writing to the Client to return the Services or any of them to the Financial Planner et al./Accountant/Lawyer. Upon such notice the rights of the Client to obtain ownership or any other interest in the Services shall cease.
    - (b) If the Client fails to return the Services to the Financial Planner/Accountant/Lawyer then the Financial Planner/Accountant/Lawyer or the Financial Planner/Accountant's/ Lawyer's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Services are situated and take possession of the Services.
7. **Errors and Omissions**
  - 7.1 The Client shall inspect the Services on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Financial Planner/Accountant/Lawyer of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford the Financial Planner/Accountant/Lawyer an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage. For defective Services, which the Financial Planner/Accountant/Lawyer has agreed in writing that the Client is entitled to reject, the Financial Planner/Accountant's/Lawyer's liability is limited to either (at the Financial Planner/Accountant's/Lawyer's discretion) replacing the Services or rectifying the Services, except where the Client has acquired Services as a consumer within the meaning of the Trade Practices Act 1974 (Cwth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Services, or rectification of the Services, or replacement of the Services.
8. **The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")**
  - 8.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
9. **Intellectual Property**
  - 9.1 Where the Financial Planner/Accountant/Lawyer has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Financial Planner/Accountant/Lawyer, and shall only be used upon Licence by the Client at the Financial Planner/Accountant's/Lawyer's discretion.
  - 9.2 The Client warrants that all designs or instructions to the Financial Planner/Accountant/Lawyer will not cause the Financial Planner/Accountant/Lawyer to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Financial Planner/Accountant/Lawyer against any action taken by a third party against the Financial Planner/Accountant/Lawyer in respect of any such infringement.
10. **Default & Consequences of Default**
  - 10.1 Where not otherwise specified by law or in any service agreement or engagement with the Client, Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
  - 10.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Financial Planner/Accountant/Lawyer from and against all costs and disbursements incurred by the Financial Planner/Accountant/Lawyer in pursuing the debt including legal costs on a solicitor and own client basis and the Financial Planner/Accountant's/Lawyer's collection agency costs.
  - 10.3 Without prejudice to any other remedies the Financial Planner/Accountant/Lawyer may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Financial Planner/Accountant/Lawyer may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Financial Planner/Accountant/Lawyer will not be liable to the Client for any loss or damage the Client suffers because the Financial Planner/Accountant/Lawyer has exercised its rights under this clause.
  - 10.4 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%), of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be able to be levied for administration fees at the discretion of the Financial Planner./ Accountant/Lawyer which sum shall become immediately due and payable.

- 10.5. Without prejudice to the Financial Planner/Accountant's/Lawyer's other remedies at law the Financial Planner/Accountant/Lawyer shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Financial Planner/Accountant/Lawyer shall, whether or not due for payment, become immediately payable in the event that:
- (a) Any money payable to the Financial Planner/Accountant/Lawyer becomes overdue, or in the Financial Planner/Accountant's/Lawyer's opinion the Client will be unable to meet its payments as they fall due; or
- (b) The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

#### 11. Security And Charge

- 11.1. Despite anything to the contrary contained herein or any other rights which the Financial Planner/Accountant/Lawyer may have howsoever
- (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty, personal or business records, Company / Trust / SMSF registers, ATO refund cheques made payable to the Client, or any other asset including those capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty, personal or business records or Company / Trust / SMSF registers, ATO refund cheques, or any other asset to the Financial Planner/Accountant/Lawyer or the Financial Planner/Accountant's/Lawyer's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Financial Planner/Accountant/Lawyer (or the Financial Planner/Accountant's/Lawyer's nominee) shall be entitled to lodge where appropriate a caveat, or take a lien or take possession of any such property mentioned in this section. Such a caveat, charge, lien or possession shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Financial Planner/Accountant/Lawyer elect to proceed in any manner in accordance with this clause and/or its subclauses, the Client and/or Guarantor shall indemnify the Financial Planner/Accountant/Lawyer from and against all the Financial Planner/Accountant's/Lawyer's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) The Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Financial Planner/Accountant/Lawyer or the Financial Planner/Accountant's/Lawyer's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 11.1.
- 11.2. To protect our security interest in the goods until payment, we may choose to register the agreement between us under the Personal Properties Securities Act 2009. You agree to do all things necessary to facilitate such registration.

#### 12. Cancellation

- 12.1. The Financial Planner/Accountant/Lawyer may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are delivered by giving written notice to the Client. On giving such notice the Financial Planner/Accountant/Lawyer shall repay to the Client any sums paid in respect of the Price. The Financial Planner/Accountant/Lawyer shall not be liable for any loss or damage whatever arising from such cancellation.
- 12.2. In the event that the Client cancels delivery of Services the Client shall be liable for any loss incurred by the Financial Planner/Accountant/Lawyer (including, but not limited to, any loss of profits) up to the time of cancellation.

#### 13. Privacy Act 1988 and National Privacy Principles

- 13.1. The Client and/or the Guarantor/s agree for the Financial Planner/Accountant/Lawyer to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Financial Planner/Accountant/Lawyer.
- 13.2. The Client and/or the Guarantor/s agree that the Financial Planner/Accountant/Lawyer may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) To assess an application by the Client; and/or
- (b) To notify other credit providers of a default by the Client; and/or
- (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) To assess the credit worthiness of Client and/or Guarantor/s.
- 13.3. The Client consents to the Financial Planner/Accountant/Lawyer being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 13.4. The Client agrees that personal credit information provided may be used and retained by the Financial Planner for the following purposes and for other purposes as shall be agreed between the Client and Financial Planner/Accountant/Lawyer or required by law from time to time:
- (a) Provision of Services; and/or
- (b) Marketing of Services by the Financial Planner/Accountant/Lawyer, its agents or distributors in relation to the Services; and/or
- (c) Analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services; and/or
- (d) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) Enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 13.5. The Financial Planner/Accountant/Lawyer may give information about the Client to a credit reporting agency for the following purposes:
- (a) To obtain a consumer credit report about the Client and/or
- (b) Allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 13.6. The Client agrees that the Privacy Policy (as available here –

[www.ascendiainvestment.com.au/contactus/privacy-policy/](http://www.ascendiainvestment.com.au/contactus/privacy-policy/)) shall form part of these terms and conditions.

#### 14. General

- 14.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable then that provision shall be severed from these terms and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.2. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 14.3. The Financial Planner/Accountant/Lawyer shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Financial Planner/Accountant/Lawyer of these terms and conditions.
- 14.4. In the event of any breach of this contract by the Financial Planner/Accountant/Lawyer the remedies of the Client shall be limited to damages, which under no circumstances shall exceed the Price of the Services.
- 14.5. The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Financial Planner/Accountant/Lawyer.
- 14.6. The Financial Planner/Accountant/Lawyer may license or sub-contract all or any part of its rights and obligations without the Client's consent
- 14.7. The Financial Planner/Accountant/Lawyer reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Financial Planner/Accountant/Lawyer notifies the Client of such change. Notification is deemed as being provided to the client when updated terms and conditions are posted on the website of the Financial Planner / Accountant / Lawyer being:
- (a) [www.ascendiainvestment.com.au](http://www.ascendiainvestment.com.au)
- (b) [www.ascendiaaccountants.com.au](http://www.ascendiaaccountants.com.au)
- (c) [www.ascendialawyers.com.au](http://www.ascendialawyers.com.au)
- 14.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 14.9. The failure by the Financial Planner/Accountant/Lawyer to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Financial Planner/Accountant's/Lawyer's right to subsequently enforce that provision.

#### Client Direct Debit Service Agreement:

##### 15.1 Our Commitment To You:

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between the Financial Planner/Accountant/Lawyer and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

The first drawing under this Direct Debit arrangement will occur 30 days after the date of agreement in respect of Ascendia invoices issued before the date of this agreement. Subsequent drawings will be no earlier than 30 days after the issue of Ascendia invoices issued in respect of our service to you.

If any drawing falls due on a non-business day, it will be debited to your account on either the next business day following, or the previous business day preceding the scheduled drawing date.

We will give you at least 14 days notice in writing, to the address we have in our client database in respect of service to you, when changes to the initial terms of the arrangement are made. This notice will change to the initial terms such as the wait period after invoicing (currently 14 days) or the frequency of payment where it is on a regular basis (currently monthly where this is used), or the date on which the debit is made.

If you wish to discuss any changes to the initial terms, contact our administration centre on 07 5448 0566 and ask to speak to the administration manager.

##### 15.2 Initial Terms of the Direct Debit Arrangement: Outstanding Invoices:

We undertake to debit your nominated account and / or credit card periodically in respect of Financial Planner/Accountant/Lawyer invoices issued in respect of our service to you that were issued prior to this agreement, no earlier than 30 days after the date of this agreement.

##### 15.3 Default Drawing Arrangements 30 Days After Invoice:

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to debit your nominated account and / or credit card periodically in respect of Financial Planner/ Accountant/Lawyer invoices issued in respect of our service to you, no earlier than 30 days after the date of issue to you of Ascendia invoices - in payment of such Ascendia invoices. This arrangement is the default arrangement for all our services unless alternative periodic (monthly or other agreed time) debit arrangements are agreed in writing.

##### 15.4 Agreed Periodic Drawing Arrangements

We undertake to debit your nominated account and / or credit card periodically in respect of Financial Planner/ Accountant/Lawyer invoices issued in respect of our service to you that you have agreed are to be paid on a monthly periodic basis: no earlier than 30 days after the date of this agreement.

Invoices may be issued in respect of services, for which payment is direct debited monthly, on an 'as agreed in writing basis', and may be drawn annually, quarterly or monthly in arrears of payment for your records. In respect of Financial Planner periodic drawing arrangements invoices may – entirely at the Financial Planner's discretion - be issued on an annual basis in arrears or may not be issued at all. Clients may ask the Financial Planner for an invoice in writing and in this event the Financial Planner is obliged to provide one within 14 days.

##### 15.5 Your Rights:

Changes to the arrangement:

If you want to seek changes to the drawing arrangements, contact our administration centre on 07 5448 0566 and ask to speak to the administration manager.

These changes may include: deferring the drawing; or altering the schedule; or stopping an individual debit; or suspending the DDR; or cancelling the DDR completely.

##### Enquiries:

Direct all enquiries to us, rather than to your financial institution, and these should be made at least 14 working days prior to the next scheduled drawing date. All communication addressed to us should include your Client reference number.

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account.

##### Disputes:

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting our administration centre on 07 5448 0566 and asking to speak to the Administration Manager.

If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim: within 5 business days (for claims lodged within 12 months of the disputed drawing); or within 30 business days (for claims lodged more than 12 months after the disputed drawing). You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing. *Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.*

##### Your Commitment to Us:

It is your responsibility to ensure that your nominated account can accept direct debits (your financial institution can confirm this); and that on the drawing date there is sufficient cleared funds in the nominated account; and that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonored by your financial institution, we can reissue the direct debit until we choose to contact you for alternative payment method. We normally do this after 3 attempts. If after 3 attempts we are unable to obtain the funds from your nominated bank account you agree that we are able to attempt debit from your credit card instead. We are able to continue these attempts until we choose to contact you to make alternative arrangements for payment. Any transaction fees payable by us in respect of the above will be added to your account in accordance with this agreement at our discretion.