

Terms and Conditions of Service

ADC Trust (Meteoric Communications Pty Ltd) agrees to provide the Customer, and the Customer agrees to acquire, at the Site, the Service identified in the attached Schedules. All service will be provided strictly in accordance with these Terms and Conditions. Unless expressed or stated otherwise within the agreement the following words have this meaning:

1. Definitions

1.1 In the Agreement the following expressions shall have the following meanings: -

- (1) **"Company"** means ADC Trust or its Agents.
- (2) **"Agreement"** means this agreement and includes the schedules and the terms.
- (3) **"Service Agreement Date"** means the date of commencement of the agreement by all parties.
- (4) **"Callout Person/Keyholder"** means the persons listed that are contactable by the telephone numbers advised in writing by the Client.
- (5) **"Client"** means the person or firm or company named in the Agreement schedule.
- (6) **"Commencement Date"** means the date of the commencement of the services provided within the Agreement.
- (7) **"Company"** means ADC Trust (ABN 60 766 487 154) based upon the company selected on the Service Agreement.
- (8) **"Company's Postal Address"** means PO Box 291 Corinda Q 4075
- (9) **"Contract Term"** means the term of the contract specified in clause 2 of this Agreement.
- (10) **"Customer Data Entry Form"** means the monitoring information form supplied with this Agreement.
- (11) **"Customer's Instruction"** means the written instructions from the Customer to the Company detailing Response Procedures and Customers voice codes or passwords.
- (12) **"Dual Path"** means a system that is designed to sense the integrity of the Public Switched Telephone Network (PSTN) line and in the event of a failure communicates to the central monitoring station via a secondary path (e.g.: GSM network or IP Internet Protocol).
- (13) **"Emergency Services"** means the fire brigade, police, and ambulance emergency response services.
- (14) **"Equipment"** means the equipment supplied solely for the provision of the Agreement.
- (15) **"Event"** means a type of signal generated from an electronic security system transmitted to the monitoring station.
- (16) **"Fee"** means the monthly, quarterly or annual fee specified in the Agreement for the provision of the services.
- (17) **"GST"** means any value added or consumption tax or similar tax or duty on goods and/or services and includes GST's defined under the tax systems (Goods and Services Tax) Act 1999;
- (18) **"Installation Date"** means the date of completion of the installation of the equipment supplied by this Agreement.
- (18) **"Installation Fees"** means the fees charged by ADC Trust to supply and/or install the equipment.
- (20) **"Interest Rate"** means the current Pula Financial Services unsecured lending rate plus 3%.
- (21) **"Monitoring Service"** means around-the-clock monitoring of the Alarm System for alarm signals and protocol, if selected by Customer, opening and closing signals.
- (22) **"Monitoring Station"** means the monitoring facility of ADC Alarms P/L or its designated monitoring service provider.
- (23) **"Premises"** means the premises listed in the Agreement where the Equipment is located and/or monitored.
- (24) **"Response"** means the reaction taken to an event according to the Clients instructions.
- (26) **"Telephone Provider"** means the telecommunication company that provides the necessary network to enable the event to be transmitted from an electronic security system to ADC Alarms monitoring station.
- (27) **"Internet Provider"** means the telecommunication company that provides the necessary network to enable the event to be transmitted from an electronic security system to ADC Alarms monitoring station.
- (28) **"Mobile Network Provider"** means the telecommunication company that provides the necessary 3G/4G mobile network services to enable the event to be transmitted from an electronic security system to ADC Alarms monitoring station.
- (29) **"Terms"** means the terms and conditions of this Agreement.
- (30) **"Termination Date"** means the date of termination of the Agreement.
- (31) **"Trade Practices Act"** includes the Trade Practices Act 1974, the Fair Trading Act 1999 and any similar legislation.
- (32) Types of Monitoring protocols.
 - (i) **"Consumer Link" or "CL"** means the use of the companies Electronic Security Monitoring System by the consumer or customer for the purpose of self-monitoring of their security alarm system.
 - (ii) **"Control Room" or "CR"** means the company provides all control room based alarm monitoring services of the customers Electronic Security Alarm System.

- (iii) **"Mobile Network" or "3G/4G"** means the company provides All control room based alarm monitoring services of the customers Customers Electronic Security Alarm System via the Telstra and Optus mobile networks.
- (iv) **"IP" or "Internet Protocol"** means the company provides all control room based alarm monitoring services of the customers Electronic Security Alarm System via the internet. IP monitoring can be in "Control Room" or "Consumer Link" forms of monitoring services.
- (34) **"Site"** means the address at which the Equipment is located.
- (35) **"Service Class"** is a classification into one of the three categories; Residential, Business or Premium, defined by the Principal Period of Maintenance.
- (36) **"Principal Period of Service"** means the defined times during which the Company shall supply Service to the Site.
- (37) **"Initial Response Time"** (by phone) means that if a call is made by customer and a message has been left the Company will respond within the time set in Schedule A.

2.0 Term of the Agreement

- 2.1 This Agreement binds the parties for the duration of the agreement term as specified in Schedule A.
- 2.2 At the expiration of the Agreement Term, this Agreement will continue subject to the terms and conditions contained herein for further successive terms of 12 month intervals until terminated by either party notifying the other in writing 90 days in advance of a proposed termination date.

3.0 Services

- 3.1 The Company shall in accordance with this Agreement, provide maintenance service during the Principal Period of Contract which will maintain the Equipment according to its specification at time of installation.
- 3.2 When the Customer informs the Company that the Equipment is faulty, the Company service personnel shall attend the Site within the specified Response Time to undertake diagnosis, repair or replacement to clear a defined fault except where diagnosis and correction is able to be performed by remote access.
- 3.3 Where the fault is cleared by the replacement of a faulty item, the replacing item may be either new or if not new, the replacing item will assume existing warranty rights of the replaced item.
- 3.4 Items removed as a result of Services become the property of the Company. Where replacement items have been derived from the Customer's own stock, the Company will provide like items as soon as is reasonably practicable.
- 3.5 In the event that the fault is not cleared during the Principal Period, the Customer may request the Company to work outside of the Principal Period. The Company may undertake this work subject to the availability of suitable technical staff and an authorised work order being provide prior commencement of work.

4.0 Services Excluded

- 4.1 The Customer acknowledges and agrees that the obligation to provide Services does not apply to:
 - (i) Equipment or Services excluded or not described in the Agreement Schedules;
 - (ii) Equipment which has been operated in a manner which is not in accordance with the supplied documentation.
 - (iii) Equipment which has suffered physical damage through Customer misuse;
 - (iv) Equipment which has been damaged by electromagnetic or electrostatic interference, or power disturbances;
 - (v) Equipment which has been damaged by being operated with unapproved consumable supplies or accessories;
 - (vi) Installation, removal or relocation of equipment;
 - (vii) Any battery back-up associated with the Equipment;
 - (viii) The refurbishment of the Equipment or provision of operating supplies or accessories.

5.0 Service Charges

- 5.1 In return for the provision of Services under this Agreement the Customer shall pay the Service Charges total as specified in Schedule A.
- 5.1 The Customer acknowledges and agrees the Service Charges are based on the capacity of the System and that no reduction in the use or the availability of the Equipment shall decrease the Service Charges payable.
- 5.3 The Service Charges may be revised by the Company from time to time and notice of variations will be sent to the Customer 30 days prior to effect and will not apply until the next due date for payment of Service Charges.
- 5.4 If the Company determines that the work required in providing Services results from activities other than normal usage of the system as defined in its specification or other than normal fair wear and tear or the Customer requests work outside of the scope of this Agreement, then the Company may make charges for this work over and above the Service Charges and obtain the Customer's acceptance of these charges prior to the work being undertaken.
- 5.5 All Service call (Preventative, Scheduled or Breakdown) Charges payable to the Company by the Customer in accordance with this Agreement shall be paid on the day of the service and account customers pay on or before date of invoice ("the due date") usually at the end of the month. If the

Customer defaults in payment by the due date, the Company shall have the right to do any or all of the following:

- (i) suspend its obligations to provide Services;
- (ii) terminate the Agreement;
- (iii) charge interest calculated from the due date for to the actual date of payment of any amounts owing at the Commonwealth Bank of Australia's Published Base Rate plus two percent per annum.

5.6 The obligations of the Customer pursuant to this Clause 5 shall remain in full force and effect after the termination of this Agreement and shall not be deemed to have been waived, merged or extinguished upon such termination.

6.0 Responsibility of the Customer

6.1 To permit the Company to fulfill its obligations pursuant to this Agreement, the Customer shall:

- i) nominate an appropriate person to be the Customer's contact with the Company regarding Services.
- ii) ensure that Company service personnel have free and safe access to the Equipment at all times during the Principal Period.
- iii) provide without expense to the Company adequate space, light, electric power sockets and access to a telephone;
- iv) make available on request the services of any person who operates the Equipment at the Site;
- v) notify the Company immediately if the Customer ceases to be in possession of the Equipment at the Site;
- vi) If alarm control equipment is monitored via "IP Monitoring" then it is the customer's responsibility to ensure the main internet service equipment has an Uninterrupted Power Supply and is maintained regularly to ensure contiguous secure monitoring.

6.2 The Customer shall not carry out, or cause to be carried out by other persons, modifications or adjustments to the equipment without 30 days prior written notice. If the work carried out by an untrained or unqualified technician is the cause of any subsequent faults or failures then all or other services provided by the company may be suspended or canceled until rectified by a company nominated technician, the customer will be responsible for all costs associated with such repairs to restore the system back to satisfactory condition.

7.0 Force Majeure

The Customer acknowledges that the Company shall not be liable in any way whatsoever for delays or failure in performance resulting from acts beyond the reasonable control of the Company which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labour disputes, material shortages, riots, acts of war, governmental regulation imposed after the fact, flood, fire, earthquake, power supply disturbances, blackouts or other such natural disasters. The obligations of the Company so far as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Agreement.

8.0 Limitation of Liability

Subject only to its liability under warranties or conditions implied by the Trade Practices Act, the Company shall have no liability for loss of profit or of contract howsoever arising nor for any injury, consequential damage or loss save as expressly provided in this Agreement.

9.0 Waiver and Severance

Any indulgence granted by the Company to the Customer and any failure by the Company to insist upon strict performance of these terms and conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Customer. The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

10.0 Construction of Contract and Governing Law

These terms and conditions constitute the entire agreement between the Company and the Customer for the provision of Maintenance Services and supersede and take precedence over all prior agreements, understandings and negotiations relating to Maintenance Services. The conditions may not be changed or modified in any way except by an instrument in writing signed by the Customer and the Company. The validity, interpretation and application of any quotations or contracts embodying these terms and conditions shall be governed by and construed in accordance with the law of the State of QLD.

11.0 The terms contained within this agreement cover the provision of services and the supply and or installation of equipment from the Company to the Client. The terms contain the whole of the agreement and any conditions, warranties or understandings not expressly set out in the agreement will fail to bind the parties. The law of the State or Territory where the premises is located governs this Agreement.

12.0 The Agreement on a non-service agreement customer shall be operative for the period specified in the Billing Frequency of the Service Agreement, or for a period of twelve (12) months if not specified. The agreement shall remain operative for successive ninety (90) day periods subject to the termination of the agreement by either party giving thirty (30) days written notice to the other party at its normal place of business.

13.0 Subject to any relevant cooling-off period, the agreement will be considered binding upon the client on signing the Service Agreement. The company reserves the right to review and vary the terms by notice in writing to the client.

14.0 The company provides a facility between the hours of 09:00 am and 5:00 pm on each weekday (excluding public holidays) for service and installation. The company does not warrant any date or time given as notice for delivery or installation whether written or verbal.

15.0 The Client covenants with the Company that they will: -

- (1) Pay on or before the Installation Date the installation and monitoring fees in full without any deductions or counterclaim, unless agreed to in writing by the Company.
- (2) Pay any reasonable extra charges incurred for the installation upon invoice after the Installation Date.
- (3) Pay the Company's monthly or quarterly Fee in advance, including all taxes and charges payable on the first day of each month or quarter or as specified in the Service Agreement.
- (4) Pay all costs incurred in debt collection including all legal expenses or debt collection agency costs incurred by the Company to enforce any of the terms from the date they are incurred.
- (5) If any fees payable to the Company are not paid by the due date, the Company in addition and without prejudice to its other rights and remedies may demand payment for the amount owing and charge interest at the Interest Rate from the due date until the date of actual payment.
- (6) Ensure all credit cards and bank details are kept up to date.

16.0 The Client covenants with the Company not to alter or relocate or attempt or permit the alteration or relocation of the system otherwise than by the Company in which event the Client will pay the Company the commercial rate from time to time charged for such work, failure to do so will void all warranties and liabilities. The Client agrees to notify the Company in writing of any proposed structural or alteration to the premises where the equipment is installed.

17.0 The Client covenants that within fourteen (14) days of the date of installation gives written notice of such installation to the insurer of the Clients premises, and request from such insurer written acknowledgement and confirmation of the insurer's acceptance of the adequacy of the system as installed as required by such insurer and further that should such circumstances alter either by change of insurer or change of installed system similar acknowledgement will be sought and received in respect of such altered circumstance.

18.0 It is acknowledged by the Company and the Client that the Trade Practices Act and other laws imply certain conditions or warranties in certain contracts and also gives parties to those contracts certain other rights against suppliers of goods and services. To the extent that such conditions, warranties or other rights are implied or given by force of law in respect of the agreement and it is not lawful to exclude or otherwise limit their operation, then such conditions, warranties and other rights shall (but only to the extent required by law) apply to the Agreement and all other conditions, warranties or rights which might be implied are expressly excluded.

19.0 The Company will not be liable to the Client, or to any other person, in respect of any loss or damage arising directly or indirectly (including, without limitation, damages for loss of business, business interruption, loss of business information or other indirect or consequential loss) from the performance or non-performance of the equipment, or its use or misuse, provision of the Services, or any breach by the Company of any of its obligations under this Agreement.

20.0 The Client and Company mutually covenants that: -

- (i) (a) The system has been selected by the Client from a range of equipment offered to the Client, having regard to the Clients stated requirements to the Company as to cost, the Clients assessment of the degree of risk of unlawful entry and theft and the nature and contents of the premises. The Company does not warrant that the system is fit for or suitable for any particular purpose or is of any particular quality or will at all times remain in proper working order.
- (b) This agreement contains all the terms conditions and warranties upon which the system is supplied and installed and all other conditions warranties and representations on part of the Company whether express or implied are to the extent permissible by law hereby expressly negated and excluded.
- (c) Ownership of the Equipment will not transfer to the Client until payment has been made in full under the terms of the Sale of Goods Act and until such payment in full is made the Client will act in the capacity of a Bailee without reward of the system and in such capacity undertakes to insure the system noting with the relevant insurer the interest of the Company.
- (ii) Subject to clause 15 (i) (c) hereof the ownership of the system shall at all times remain vested in the Client and in the event of any breach of this Agreement by the Client, the Company may enter the premises and disconnect or remove the system and any related equipment and the Company shall not (other than is provided by law) be liable for any damage whatsoever occasioned thereby and the Client shall indemnify the company in respect thereof. The Company shall give seven (7) days' notice in writing prior to any such disconnection or removal.
- (iii) Notwithstanding the provision of clause 139, the Company's liability for Any breach of a condition or warranty implied by the Trade Practices Act Shall be limited to any one or more of the following at the company's sole discretion:
 - (a) In the case of Equipment;
 - (i) The replacement of the Equipment;

- (ii) The cost of obtaining equivalent Equipment
- (iii) The cost of having the Equipment repaired;

Or

- (b) In the case of Services;
 - (i) The supplying of the services again; or
 - (ii) The payment of the cost of having the services supplied again
- (vi) Subject to the last sub-clause and clause 13 and 14 the company shall be under no liability whatsoever for and the Client Hereby indemnifies the Company against any claims for loss or injury or damages (including consequential loss or damages) suffered or incurred as a result of a burglary in which it could be alleged that the burglary occurred as a direct result of any defect in or failure of or unsuitability of the system and/or the installation and/or the servicing thereof however arising. Should the Company be found liable for any loss or damage sustained or suffered by the Client or any other person, whether such loss or damage arises from a breach by the Company of any contractual provision or is due to or arises from any negligence or act of commission or omission on the part of the Company, its employees or agents in any respect or the failure of the Equipment to operate properly, the maximum liability of the Company under this Agreement and at common law is limited to a sum not exceeding:
 - (i). In the case of any claim arising from the Equipment, an amount equal to the purchase price of the Equipment; or
 - (ii). With regard to the services, shall be the greater of \$ 200 or 50% of one year's Fees.
- (v) To the maximum amount allowable by law, the Client agrees to indemnify, defend and hold the Company harmless from any claims and actions by any person not a party to this Agreement being claims based on any reason whatsoever, except to the extent such action occurs while an employee or agent of the Company is on the Premises and such loss, damage, expense and liability is solely and directly caused by the said employee or agent.

21.0 Subject to the provisions of the Trade Practices Act, the Alarm Equipment will be replaced or repaired by the Company during Normal working hours at no cost to the Client for a period of 2 years for Alarm Industries equipment or 1 year for Budget Alarms equipment from the Installation Date but this obligation shall exclude:

- (i) Damage to the Equipment caused by any person other than a person authorised by the Company to repair or deal with the Equipment;
- (ii) The replacement of consumables, (including batteries);
- (iii) Damage to the Equipment caused by power surges, lightning, blown fuse or any forces or nature outside of the Company's control.
- (iv) All CCTV, Electric Fence and Access Control Equipment, which shall have a warranty period of 12 months only from date of purchase unless otherwise noted in Alarm Industries correspondence.

22.0 It is the Clients responsibility to ensure that if the Company owns the Equipment that it is maintained in good order and repair. The Company or the Company's authorised agent may only carry out any repairs or servicing to the equipment.

23.0 The Client acknowledges that the Company does not warrant that the Monitoring Service will render the alarmed premises or any occupant of The alarmed premises secure. The Company will action alarm signals emanating from the Alarm System in accordance with Customers Instructions. If instructed: -

The Company will use its best endeavors' to engage an alarm response contractor to provide a timely response to alarm signals. However, makes no warranty, that alarm response will be available at any time, if at all. The Company will not be liable for any loss or damage the Client may suffer in connection with the alarm response or the absence of Alarm response. The Client agrees to promptly pay or reimburse the Company for alarm response fees, which may include an administration fee.

The Client agrees to promptly pay or reimburse the Company for any fees or charges levied by any emergency services in response to activation.

The Company will advise the Client of applicable alarm response fees upon request by the Client.

The Client agrees the Company may record all telephone conversations or other communications with the Company.

24.0 The client will immediately advise the Company in writing, of any changes to the Clients Instructions. The obligations of the Company to action signals are conditional upon the Alarm System being operational in accordance with the manufacturer's requirements, to the satisfaction of the Company.

The Client will ensure that all voice codes, passwords, codes, radio keys and other security devices are kept secure and provided only to those persons who reasonably require access to the Alarmed Premises.

The company does not represent that the equipment, the control room equipment or the telecommunication lines connecting the equipment may not be circumvented or will in all cases carry out the function for which they were designed.

25.0 The client acknowledges they are aware that unless otherwise specified the equipment relies on a normal telephone line. Should the line cease to function correctly the equipment will only work as a local alarm. The client acknowledges that they are aware that there is a higher standard of security product made available by the Company, and has had its features explained to the Client.

26.0 The Company may increase its fees at any time providing 21 days written notice. The client must notify the Company in writing within the twenty one (21) day notice period of objection to such increase, failing which the Client shall be deemed to have agreed to such increase. Where the Client objects to the increase the Company may either elect to continue this agreement without any notice to the Client on the same terms and conditions prior to the notice or terminate the agreement on fifteen (15) days written notice to the client.

27.0 The company may immediately terminate the Agreement if:

- (a) The Client breaches any terms and condition of this Agreement or any other agreement the Client may have with the Company;
- (b) The Client enters into, or threatens to enter into, or is likely to become subject to any form of insolvency, administration, whether formal or informal or threaten to cease or are likely to cease to conduct business carried on in the normal manner, or being a natural person die or being a partnership, resolve or dissolve, or being a corporation become an "externally administered body corporate" as defined in the corporations Law, or in the opinion of the Company in its absolute discretion cannot or will not pay its debts as and when they fall due;
- (c) The Client vacates the Premises, fails to pay any amount under this Agreement within 10 days after the payment is due, if there is abuse or misuse of the Equipment or in the opinion of the Company in its absolute discretion there are excessive alarms caused by the Client.

28.0 On termination of this Agreement under clause 26 the Company may pursue one or more of the following remedies (the remedies are cumulative and the exercise of one does not preclude the exercise of any other right):

- (a) By written notice to the Client, declare all payments that would have been due and payable under the Agreement (including those costs referred to in clause 5) to be immediately due and payable;
- (b) By written notice to the Client, declare the present value of the payments that would have been due and payable during the balance of the Term (including those costs referred to in clause 5) to be immediately due and payable. The present value is calculated by the Company applying to each future payment the discount rate of 5% per year; or
- (c) Proceed at law or in equity to enforce performance by the Client of the Terms or recover damages for the breach of this Agreement.

29.0 Where there has been a breach or termination of the Terms or on the expiry of the Contract Term in accordance with clause 12 and the Company owns the Equipment:

- (a) The Client permits the Company to enter the Premises to inspect the Equipment or to remove the Equipment.
- (b) The Client will indemnify the Company on demand in respect of any costs or liabilities incurred by the Company in exercising its rights under this clause 30.
- (c) The Company is not liable for any damage to the Premises arising in the course of removing the Equipment or any subsequent repairs required to return the Premises, as agreed in writing between the parties, to its original state prior to installation.
- (d) The Client is liable for the value of the Equipment if, in the reasonable opinion of the Company, it cannot be reasonably removed from the premises and remains in a workable and reusable condition at the date of termination.

30.0 The Company retains all rights pertaining to technician codes, master codes and installer codes. These codes are held by The Company and are not released to the Client. Should the codes be released to the Client, The Company will not be held liable for any system function, programming or equipment failures.

31.0 The Client agrees that after termination of the agreement they must not disclose, record or sell any confidential information of the Company.

32.0 Any Notice provided for herein may be given by addressing such notice to the relevant party at its address show herein before or at any address subsequently notified in writing to the party sending the Notice to be the address to which notices are to be sent.

33.0 If any provision or provisions contained in this agreement shall be or become invalid or unenforceable then that provision or those provisions shall be excluded to the extent of its or their invalidity or unenforceability but the remaining conditions shall be unaffected by that or those exclusions.



DIRECT DEBIT REQUEST

OUR COMMITMENT TO YOU:

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

Initial terms of the arrangement

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for Recurring Charges or Sales Installation Charges.

Drawing arrangements

- ❖ The first drawing under this Direct Debit arrangement will occur on the Billing Start Date.
- ❖ If any drawing falls due on a non-business day, it will be debited to your account on the previous business day preceding the scheduled drawing date.
- ❖ We will give you at least 14 days' notice when changes to the initial terms of the arrangement are made. This notice will state the new amount, frequency, next drawing date and any other changes to the initial terms.
- ❖ If you wish to discuss any changes to the initial terms please contact our Accounts department on Ph: 07 3114 2428, email: accounts@adcalarms.com.au or in writing: PO Box 291 Corinda QLD 4075.

YOUR RIGHTS:

Changes to the arrangement

If you want to make changes to the drawing arrangements, please contact our Accounts Department on Ph: 07 3114 2428, email: accounts@adcalarms.com.au or in writing: PO Box 291 Corinda QLD 4075.

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 5 working days prior to the next drawing date. All communication to us should include your account 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 accounts department on 07 3114-2428.
- ❖ 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 7 business days (for claims lodged within 12 months of the dispute drawing); or
 - Within 30 business days (for claims lodged more than 12 months after the dispute drawing)
- ❖ You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

YOUR COMMITMENT TO US:

It is your responsibility to ensure that:

- ❖ Your nominated account can accept debits (your financial institution can confirm this); and
- ❖ on the drawing date there are sufficient cleared funds in the nominated account; and
- ❖ you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, a letter requesting payment will be sent. Any transaction fees payable by us in respect of the above will be added to the account / bill.

IMPORTANT NOTICE TO APPLICANTS

