



EAGLE PETROLEUM (WA) PTY LTD
ACN 140 957 231 ABN 97 890 451 556
136 West Kalgoorlie, West Kalgoorlie, WA, 6430
POSTAL ADDRESS: P.O. Box 10358, KALGOORLIE, WA, 6430
PHONE: (08) 9022 7711 FAX: (08) 9022 7306
EMAIL: admin@eaglepetroleum.com.au

Direct Debit Request

Request and Authority to debit the account named to pay: Eagle Petroleum (WA) Pty Ltd,

Insert your Name in full:

I/We (Surname or Company Business Name)

Given Name or ARBN / ABN

"you"

Requests and authorize Eagle Petroleum (WA) Pty Ltd **Debit User Id 412415** to arrange, through its own financial institution, a debit to your nominated account any amount Eagle Petroleum (WA) Pty Ltd, has deemed payable to you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your new account held at the financial institution you have nominated below and will be subject to the terms and conditions of the

Account which is to be debited:

Name of Financial Institution where Account is held:

Address of Financial Institution where Account is held:

Postcode:

Name of Account which is to be debited:

BSB Number

Account Number

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 Eagle Petroleum (WA) Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

Customer signature(s) (if joint account all signatures will be required):

Signature

If signing for a company, sign and print full name and capacity for signing eg. Director

Address

Date: / /

Signature

If signing for a company, sign and print full name and capacity for signing eg. Director

Address

Date: / /

Please return via email or facsimile to:
Fax: (08) 9022 7306 or admin@eaglepetroleum.com.au

DIRECT DEBIT REQUEST SERVICE AGREEMENT



EAGLE PETROLEUM (WA) PTY LTD

ACN 140 957 231 ABN 97 890 451 556
Shop 2 / 248 Hannan Street, Kalgoorlie, WA, 6430
POSTAL ADDRESS: P.O. Box 10358, KALGOORLIE, WA, 6430
PHONE: (08) 9022 7711 FAX: (08) 9022 7306
EMAIL: admin@eaglepetroleum.com.au

The following is your Direct Debit Service Agreement with **Eagle Petroleum (WA) Pty Ltd** **ABN 97 890 451 556**. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 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 **Eagle Petroleum (WA) Pty Ltd**, (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

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*.
- 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*.

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.

Amendments by you:

- 3.1 *You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least fourteen **(14 days)** notification by writing to:
P.O. Box 10358, Kalgoorlie, WA, 6433

or
by telephoning *us* on **(08) 9022 7711** during business hours;

or
arranging it through your own financial institution.

DIRECT DEBIT REQUEST SERVICE AGREEMENT Continued.



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 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* may also incur fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct
- 4.4 If **Eagle Petroleum (WA) Pty Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay **Eagle Petroleum (WA) Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Disputes:

- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **(08) 9022 7711** 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 with *your* financial institution direct.
- 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 (including interest and charges) 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 in writing.

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

with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

Confidentiality:

- 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 *We* will only disclose information that *we* have about *you*:
 - (a) to the extent specifically required by law; orfor the purposes of this *agreement* (including disclosing information in connection with any query or claim).

Notice:

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to

Eagle Petroleum (WA) Pty Ltd, P.O. Box 10358, Kalgoorlie, WA, 6433

- 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 on the third *banking* day after posting.