

# Sandhurst Managed Funds Online Application

## Direct Debit Service Agreement

This is your Direct Debit Service Agreement (Agreement) with Sandhurst in its capacity as responsible entity for the Fund/s as selected in the Investment Details section of your online application. 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 and should be read in conjunction with your Direct Debit Request in the Investment Details section of your online application and as described in the relevant PDS.

### 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 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 your payment is due.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit Request** means the direct debit request set out in the Investment Details section of your online application.

**Fund** means the respective managed fund selected in the Investment Details section of your online application.

Fund	User ID
Sandhurst Strategic Income Fund – Class A units	448359
Sandhurst Industrial Share Fund	165141

**Us or We** mean Sandhurst (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 in the Investment Details section of your online application 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.

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.

2.2 We may in our absolute discretion, suspend or cancel a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

### 3. Amendments by You

You may change, stop or defer a Debit Payment, or terminate this Agreement by providing Us with at least seven (7) Banking Days notification in writing or Arrange through Your Financial Institution, which is required to act promptly on your instructions.

### 4. 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.

### 5. Dispute

5.1 If You believe that there has been an error in debiting your Account, You should notify us directly on 1800 634 969 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.

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.

## 6. Accounts

### 6.1 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
- (c) With Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

## 7. Confidentiality

- 7.1 We will keep any information (including your Account details) in your Direct Debit Request confidential.

- 7.2 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.

- 7.3 We will only disclose information that We have about You:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

## 8. Notice

- 8.1 If You wish to notify Us about anything relating to this Agreement, You should write to

**Sandhurst Trustees Limited**  
**Funds Administration**

GPO Box 4314

Melbourne VIC 3001; or

Email: [managedfunds@sandhursttrustees.com.au](mailto:managedfunds@sandhursttrustees.com.au)

- 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.

## 9. How We may exercise Our rights

- 9.1 Any of Our rights under a term of this Agreement will be exercised by Us in accordance with Our obligations as trustee of the Fund. Subject to those obligations, We will only exercise those rights under a term which is to Our advantage in a way that is reasonably necessary to protect Our legitimate interests, unless the term does not cause a significant imbalance in the rights and obligations of You and Us, or it would not cause detriment to You if We applied the term or relied on the term.