

Direct Debit Request Service Agreement

August 2023

These terms and conditions apply only if you have indicated that you wish for your initial or additional investment amounts to be paid via Direct debit. Please ensure you have provided the details of your financial institution and completed the Direct Debit Request in the relevant sections of the Application Form.

The following is your Direct Debit Request Service Agreement with Perennial Investment Management Limited (ABN 13 108 747 637, AFSL 275101). This 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 and should be read in conjunction with the relevant sections of the Application 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.*

Business 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 means an automatic transaction that transfers monies from your account to another].

Direct debit request means the Direct Debit Request between *us* and *you*.

Us or *we* means Perennial Investment Management Limited (ABN 13 108 747 637, AFSL 275101), the Debit User *you* have authorised by signing a *Direct Debit Request*.

You means the customer who signed the *Direct Debit Request.*

Your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

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;

We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 If the *Debit day* falls on a day that is not a *Business day, we* may direct *your financial institution* to debit *your account* on the following *Business day.*

If *you* are unsure about which day *your account* has or will be debited, *you* should ask *your financial institution*.

Changes by us

or

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.

Changes by you

3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *Direct Debit Request* by contacting *us* on:

Perennial Client Services

Phone: 1300 730 032 Email: **perennial@unitregistry.com.au**

Daintree Client Services Phone: 1300 011 088 Email: daintree@unitregistry.com.au

- 3.2 If *you* wish to stop or defer a *Debit payment you* must notify us in writing at least fourteen (14) days before the next *Debit day*. This notice should be given to *us* in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen (14) days' notice in writing before the next *Debit* day. This notice should be given to us in the first instance. You may also request a stop or cancellation through your financial institution.

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 Perennial Investment Management Limited is liable to pay goods and services tax (**GST**) on a supply made in connection with this *Agreement*, then *you* agree to pay Perennial Investment

Management Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on

Perennial Client Services

Phone: 1300 730 032 Email: **perennial@unitregistry.com.au**

Daintree Client Services Phone: 1300 011 088 Email: daintree@unitregistry.com.au

and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

- 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.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter, you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may then lodge a claim on your behalf.

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
- (c) with your *financial institution* before completing the Direct Debit Request if you have any queries about how to complete a *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 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; or

(b) for the purposes of this *Agreement* (including disclosing information in connection with any query or claim).

Notice

- 8.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to Perennial Investment Management Limited Level 27, 88 Phillip Street Sydney NSW 2000.
- 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 (3) Business day after posting.

Enquiries

If you have any enquiries about the Direct Debit Request Service Agreement, please contact the Unit Registry at:

Phone: 1300 730 032 Email: **perennial@unitregistry.com.au**

Phone: 1300 011 088 Email: daintree@unitregistry.com.au

A copy of the Direct Debit Request Service Agreement is also available for inspection on the Fund website: **www.perennial.net.au** and **www.daintreecapital.com.au**.

Responsible Entity

Perennial Investment Management Limited ABN 13 108 747 637 | AFSL 275101

Disclaimer

The terms and conditions outlined in this Direct Debit Service Request have been prepared for general information purposes only and whilst every care has been taken in relation to its accuracy, no warranty is given or implied. Further, you should consider obtaining professional guidance from your stockbroker, solicitor, accountant or other professional adviser if you have any questions about any of the matters contained within these terms and conditions. Perennial Investment Management Limited (ABN 13 108 747 637, AFSL 275101) does not guarantee or warrant the future performance of the Funds, the return on an investment in the Funds, the repayment of capital or the repayment of Distributions.