

# DIRECT DEBIT REQUEST FORM



Request and Authority to debit the account named below to pay Ironbark Asset Management (Fund Services) Limited.

Ironbark Asset Management (Fund Services) Limited

ABN 63 116 232 154  
AFSL 298626

Please complete and send to:

Ironbark Asset Management (Fund Services) Limited  
C/O Link Market Services

PO Box 3721

Rhodes NSW 2138

P: 1800 034 402

F: 02 9287 0368

E: ironbark@linkmarketservices.com.au

## Request and Authority to Debit

Surname or Company name

Given name/s or ACN/ARBN

Request and authorise **Ironbark Asset Management (Fund Services) Limited (Direct Debit ID 405344)** to arrange, through its own financial institution, a debit to your nominated account any amount **Ironbark Asset Management (Fund Services) Limited**, has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Investor No (if known)

## Details of Direct Debit – Application Amount

Single Direct Debit of your nominated account in favour of "Ironbark Asset Management (Fund Services) Limited".

\$

## Details of Direct Debit – Regular Investment Plan

Ironbark is able to offer the ability to establish a Regular Investment Plan if you are invested in the following funds:

- Ironbark LHP Diversified Investments Fund
- Ironbark LHP Global Long/Short Fund (Retail Class)
- Ironbark LHP Global Long/Short Fund (Wholesale Class)

Please select applicable Fund/s above.

Direct Debit of your nominated account the Regular Investment Plan amount in favour of "Ironbark Asset Management (Fund Services) Limited" on the 25<sup>th</sup> of the month.

\$

Monthly

Quarterly

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Insert the name and financial institution.

Financial Institution Name

Branch

Name of Account

BSB

Account Number

## Acknowledgement

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 Ironbark Asset Management (Fund Services) Limited as set out in this request and in your Direct Debit Request Service Agreement. (If signing for a company, sign and print full name and capacity for signing eg. Director)

Client signature

Date

Address

Client signature

Date

Address

The signature(s) must match the signing authority held by Ironbark Asset Management (Fund Services) Limited for your Investment Account.

## Direct Debit Request (DDR) Service Agreement

The following is your Direct Debit Service Agreement with Ironbark Asset Management (Fund Services) Limited. 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) 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 DDR 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 DDR between us and you.

**us or we** means Ironbark Asset Management (Fund Services) Limited (the Debit User) you have authorised by signing a DDR.

**you** means the customer who signed the DDR.

**your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

## Regular Investment Plan

To participate in the Regular Investment Plan you must have invested in the appropriate nominated fund.

You can select a Regular Investment Plan for one or more Funds. The amount to be debited (per month or per quarter) from your nominated financial institution account must be at least the minimum regular investment amount (for each fund you have selected). Minimum: \$250 per month or \$750 per quarter. We will notify you when your Regular Investment Plan has been set-up (including the commencement date of the first debit from your financial institution account).

If you make a full switch (ie from one Fund to another Fund), we will transfer and apply your Regular Investment Plan to the new Fund, where applicable (ie the one you switch to) unless you notify us not to do so in writing within the set timeframes.

## Debiting your account

By signing the DDR, you have authorised us to arrange for funds to be debited from your account. You should refer to the DDR and this Agreement for the terms of the arrangement between us and you. We will only arrange for funds to be debited from your account as authorised in the DDR, or we will only arrange for the funds to be debited from your account if we have sent to the address nominated by you in the DDR, a billing advice which specifies the amount payable by you to us and when it is due.

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. The debit day for an initial investment into the fund/s are as follows:

- Ironbark LHP Diversified Investments Fund: Last day of the month or the following banking day
- Ironbark LHP Global Long/Short Fund: 25<sup>th</sup> of the month or the following banking day

We reserve the right to cancel your Direct Debt arrangement if two or more consecutive debits are returned unpaid by your nominated financial institution. Standard government fees, duties and bank charges (including dishonour fees and conversion costs) may apply to investments. These are paid by you.

## Amendments by us

We may vary any details of this Agreement or a DDR at any time by giving you at least 14 days written notice.

## Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 14 days notification by writing to **Ironbark Asset Management (Fund Services) Limited, Level 13, 1 Margaret St, Sydney NSW 2000**, or by telephoning us on **1800 034 402** during business hours, or arranging it through your own financial institution.

## Your obligations

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.

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.

You should check your account statement to verify that the amounts debited from your account are correct.

If Ironbark Asset Management (Fund Services) Limited is liable to pay goods and services tax (**GST**) on a supply made in connection with this Agreement then you agree to pay Ironbark Asset Management (Fund Services) Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## Dispute

If you believe that there has been an error in debiting your account, you should notify us directly on 1800 034 402 and confirm that the 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 directly.

If we conclude as a result of our investigation 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. If we conclude as a result of our investigation 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
- c) with your financial institution before completing the DDR if you have any queries about how to complete the DDR.

## Confidentiality

We will keep any information (including your account details) in your DDR confidential. We will make reasonable efforts to keep 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.

We will only disclose information that we have about you:

- a) to the extent specifically required by law; or
- b) for the purpose 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 **Ironbark Asset Management (Fund Services) Limited, Level 13, 1 Margaret St, Sydney NSW 2000**.

We will notify you by mailing a notice to the address you have given us in the DDR. Any notice will be deemed to have been received on the third banking day after posting.

## Indemnity

You indemnify Ironbark against all losses, costs, damages and liability that we suffer as a result of you breaching this Agreement or you providing us with invalid, ineffective or non-binding Regular Investment Plan (direct debit) request addressed to us or if for any other reason the instructions contained in a Regular Investment Plan (direct debit) request by you are not or cannot be performed. This indemnity includes, without limitation, legal costs and expenses on a full indemnity basis.

This indemnity is a continuing obligation, separate and independent from your other obligations that survive the termination of this Agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement. This indemnity does not apply as a result of our fraud, negligence or breach of trust.