

# member direct debit service agreement and member direct debit request form after-tax contributions

HESTA

You can use the request form attached to set up a direct debit to make regular after-tax contributions from your bank account into your HESTA super account.

## First, make sure you've given us your TFN. We won't be able to accept your after-tax contributions unless we have it.

The easiest way to make after-tax contributions to your super is to set up a direct debit from your bank account into HESTA.

Please read this *Member direct debit service agreement* before completing the *Member direct debit request* on page 3. Keep a copy of this document for your records.

## Member direct debit service agreement

This service agreement explains how your direct debit arrangement with the Trustee will work.

Be sure to read it so you understand your obligations and what you can expect from this arrangement.

### Definitions

**your 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*.

**business day** means a day other than a Saturday, Sunday or public holiday listed throughout Australia.

**debit day** means the day that payment by you to HESTA is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the direct debit request between *you* and *us*.

**us, we** or **our** means H.E.S.T. Australia Ltd, the Trustee of HESTA.

**you** or **your** means the customer who signed the *Member direct debit request*.

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

## 1. Debiting your account

- 1.1 By signing a *Member direct debit request*, you have authorised *us* to arrange for funds to be debited from *your account*. You should refer to the *Member direct debit request* and this *service agreement* for the terms of the arrangement between *you* and *us*.
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *Member direct debit request*. Please note: funds will be debited from your account around the 21st of the month of your nominated frequency.
- 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 been/or will be debited, you should ask *your financial institution*.

## 2. Changes by us

- 2.1 We may vary any details of this *service agreement* or a *Member direct debit request* at any time by giving *you* at least fourteen (14) days written notice.

## 3. Changes by you

- 3.1 Subject to 3.2. and 3.3, *you* may change the arrangements made under a *Member direct debit request* by contacting us on 1800 813 327.
  - 3.2 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 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.
  - 3.4 To change your financial institution details, *you* must complete a new *Member direct debit request* and return it to *us*.
- ## 4. Your obligations
- 4.1 It is *your* responsibility to ensure there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Member 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* or our *financial institution*
    - 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 we can process the *debit payment*
    - d) we may cease further debits.
  - 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 there has been an error in debiting *your account*, *you* should notify *us* directly on 1800 813 327 and confirm in writing with *us* as soon as possible so we can resolve *your* query quickly.
- 5.2 If we conclude that *your account* has been incorrectly debited, we will respond 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 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 we can attempt to resolve the matter between *you* and *us*. 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 lodge a claim on *your* behalf.

## 6. Accounts

- 6.1 You should check:
- 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
  - that the account details *you* have provided to *us* are correct, by checking them against a recent account statement
  - with *us* if *you* have any queries about how to complete the *Member direct debit request*.

## 7. Confidentiality

- 7.1 The information *you* provide in this *direct debit request* is collected by and held for *us* by our administrator Australian Administration Services Pty Limited ABN 62 003 429 114. The information *you* provide on this form, and any subsequent information *you* provide to *us* or *our* service providers in relation to this form, is collected in accordance with the HESTA Privacy Collection Statement available at [hesta.com.au/privacy](https://hesta.com.au/privacy) or by calling 1800 813 327.
- 7.2 *We* will keep any information *you* supply (including *your account* details) on *your Member direct debit request* confidential. *We* will make reasonable efforts to keep any such information *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*:
- to the extent specifically required by law
  - for the purposes of this *agreement* (including disclosing any information in connection with any query or claim).

## 8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, write to *us* at: Locked Bag 5136, Parramatta, NSW 2124.
- 8.2 *We* will notify *you* by sending a notice in the post to the address *you* have given *us* in the *Member direct debit request*.
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted.

## Why we ask for your TFN

By law super funds can only accept personal after-tax contributions if your tax file number (TFN) has been quoted.

*We* are authorised to collect your TFN under the *Superannuation Industry (Supervision) Act 1993* (SIS). This notice is to confirm the conditions under which your TFN will be used if you have already provided, or are in the process of providing, your TFN to *us*.

Supplying your TFN is voluntary, and it is not an offence if you choose not to provide it. However, if you do not provide it, *we* cannot process your direct debit request. *We* are required by law to take the necessary steps to properly safeguard your TFN, and our intention is to use it only for lawful superannuation purposes\*.

A record of your TFN will be made for ongoing taxation and superannuation purposes. *We* may disclose your TFN to another superannuation provider if your benefits are transferred, unless you instruct *us* in writing not to disclose it to any other fund.

\*Please note: new legislation may result in changes to these purposes.

## Why should I provide my TFN?

Giving *us* your TFN will have the following advantages (which may not otherwise apply):

- you can avoid paying the top marginal tax rate on before-tax contributions made to your super account/s.
- after-tax super contributions can be made into your HESTA account. If eligible, you may be entitled to a government co-contribution on any personal after-tax contributions you make.
- no additional tax will be deducted when you start withdrawing your super benefits (other than the tax usually deducted from super).
- it will make tracing different super accounts in your name easier, allowing you to combine all your super accounts into one (if you wish) and receive all super benefits due to you when you retire.



## 6 Direct debit instruction


Amount to be deducted (\$):

\$    ,    .

Amount to be deducted (in words):

Frequency (mark one):

- monthly  quarterly  
 six-monthly  annually

 Debits occur around the 21st of the month of your nominated frequency. We must receive your signed and dated form 10 working days prior to the first time the direct debit is to begin. Forms received later will not be processed until the following month.

## 7 Acknowledgement

By signing this direct debit request you acknowledge having read and understood the terms and conditions governing the debit arrangement between you and the Trustee as set out in this request and in the Member direct debit service agreement.

When making after-tax contributions to superannuation, you should consider the contribution cap that applies to the amount of these contributions that can be made in any one year. There are significant tax implications if this cap is exceeded. For more information on contribution caps visit [ato.gov.au/super](http://ato.gov.au/super)

Applicant's signature:

Date:

Second signatory:

If you have a joint bank account, please ensure the other account holder signs here.

Date:

## contact us

[hesta@hesta.com.au](mailto:hesta@hesta.com.au) | 1800 813 327 | Locked Bag 5136, Parramatta NSW 2124 | [hesta.com.au](http://hesta.com.au)