

Direct Debit Request Service Agreement



It starts with equal

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 REQUEST means the direct debit request between us and you. US or WE means CARE Australia, the debit user you have authorised by signing the 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.

1. Debiting your account

- 1.1 By signing a direct debit request, 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 business day, we may direct your financial institution to debit your account on the following business day.
- 1.4 Please note that while we debit your account on the 1st or 15th of each month as nominated by you, please check with your financial institution to confirm the day this takes effect.
- 1.5 Please note that while we debit your account on the 1st or 15th of each month as nominated by you, unsuccessful debits will be attempted again on subsequent business days.

2. Changes 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.

3. Changes by you

- 3.1 Subject to 3.2 And 3.3 You may change the arrangements under a direct debit request by submitting your request in writing to CARE Australia, GPO Box 2014, Canberra, ACT, 2601.
- 3.2 If you wish to stop, defer a debit payment or reduce the amount of payment, you must notify us so that we receive the request at least 3 days before the next debit day. If mailing your request, it is understood that we will receive the request within 3 business days of the mailing date.
- 3.3 You may also cancel your authority for us to debit your account at any time. You must notify us so that we receive the request at least 3 days before the next debit day. If mailing your request, it is understood that we will receive your request within 3 business days of the mailing date.
- 3.4 In relation to 3.2 And 3.3 We will send you a confirmation letter advising that we have received and processed your request. Should you not receive this confirmation letter within 14 days, please contact us again to ensure we have received your request.

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 cleared 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 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. If CARE Australia is liable to pay goods and services tax ("GST") on supply made in connection with this agreement, then you agree to pay care Australia on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.



5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1800 020 046 and confirm that notice in writing 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 make arrangements to reimburse you. We will also notify you in writing of the amount by which we have reimbursed you.
- 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 lodge a claim on your behalf.

6. Accounts

- 6.1 You should check:
 - a) with your financial institution whether direct debiting is available from your account as direct debiting may not be available on all accounts offered by your financial institution;
 - 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.

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;
 - or
 - b) for the purpose of this agreement (including disclosing 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, you should write to CARE Australia, GPO Box 2014, Canberra ACT 2601
- 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 two business days after it is posted.

9. Protecting Your Privacy

- 9.1 CARE Australia respects an individual's right to privacy and that individual's right to control how information held on their behalf is used.
- 9.2 Personal information collected by CARE Australia from you, as a donor, will be used to:
 - a) Process donations and issue receipts
 - b) Keep you up to date with our work by disseminating information via email, mail, SMS or telephone.This may include the CARE Australia newsletter, appeals or other information.
- 9.3 Please contact us (see Section 8 of this form) should you wish to alter or delete any of these methods of contact.

