

DIRECT DEBIT REQUEST SERVICE AGREEMENT



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* in 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.

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, Level 1, 463 Church Street, Melbourne, VIC 3121
- 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* if 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 It 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*;
- 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. Details of Payment to Trader

- 6.1 Face-to Face fundraising is one of the most cost-effective and successful ways for CARE Australia to recruit regular supporters. Member Momentum will receive a one off amount in undertaking this fundraising activity on behalf of CARE Australia and this will be paid within four months of receiving your first pledge.
Over the average period of the pledge, which has been calculated as five years, this amount will not exceed 19% of the total average pledge amount from all donors. The remainder of the funds will be obtained by CARE Australia who will pay additional expenses over the average period of the pledge, which will not exceed 3% of the total average pledge amount from all donors.

7. Accounts

- 7.1 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.

8. Confidentiality

- 8.1 *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.
- 8.2 *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)

9. Notice

- 9.1 If *YOU* wish to notify *US* in writing about anything relating to this agreement, *YOU* should write to CARE Australia, Level 1, 463 Church Street, Melbourne, VIC 3121
- 9.2 *WE* will notify *YOU* by sending a notice in the ordinary post to the address *YOU* have given *US* in the *DIRECT DEBIT REQUEST*.
- 9.3 Any notice will be deemed to have been received two *BUSINESS DAYS* after it is posted.