

# DIRECT DEBIT SERVICE AGREEMENT

## 1. DEBITING YOUR ACCOUNT

- 1.1 By registering your regular donation online you have authorised us (Kids Under Cover) to arrange for funds to be debited from your account and agree to be bound by the terms and conditions of this agreement.
- 1.2 We will debit your account for the amount authorised every 4 weeks from the commencement date.
- 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 nearest business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. CHANGES BY US

We may vary any details of this agreement or any Direct Debit Request at any time by giving you at least 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 contacting us on (03) 9429 7444 or by email [kuc@kuc.org.au](mailto:kuc@kuc.org.au)
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 14 days before the next debit day.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us 14 days notice in writing before the next debit day.

## 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 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.
  - d) we will make up to a maximum of 7 attempts to process the donation.
- 4.3 You should check your account statement to verify the amounts debited from your account are correct.

## 5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account you should notify us directly on (03) 9429 7444 or email [kuc@kuc.org.au](mailto:kuc@kuc.org.au) and confirm that notice in writing with us as soon as

possible so that we can resolve your query. If we conclude as a result of our investigations that your account has been incorrectly debited by Kids Under Cover we will respond to your query by arranging for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

- 5.2 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.
- 5.3 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 lodge a claim on your behalf.

## 6. 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) that 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 every reasonable effort 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 purposes of this agreement including disclosing information in connection with any query of claim.

## 8. LIMITATION OF LIABILITY

Subject to and to the extent permitted by applicable law, under no circumstances shall we be liable to you for any loss or damage that you may suffer arising from the debit arrangements set out in the agreement, even if we have been advised of the possibility of such loss or damage.