

Direct Debit Request (DDR) Service Agreement

The following is your Direct Debit Service Agreement with Save the Children Australia. 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) and should be read in conjunction with your DDR form.

Definitions

ACCOUNT means the account held at your financial institution from which we are authorized 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.

SAVE THE CHILDREN AUSTRALIA means the fundraising program and collection account owned and operated by Save the Children Australia.

TRANSITIONAL PERIOD means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding 12 calendar months from that date.

US OR WE means Save the Children Australia, the Debit User you have authorized by signing a direct debit request.

YOU means the Donor who signed the direct debit request.

YOUR FINANCIAL INSTITUTION is the financial institution where you hold the account that you have authorized us to arrange to debit

1. Debiting your account

1.1 By signing a direct debit request, you have authorized us to arrange for funds to be debited from your account. Funds will be debited from your account as soon as your details are received by us in the first instance. You should refer to the direct debit request and this agreement for the terms of the ongoing arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorized in the direct debit request; OR We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.

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 or will be debited you should ask your financial institution.

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 you may change the arrangements under a direct debit request by contacting Contact Centre on 1800 76 00 11.

3.2 If you wish to stop or defer a debit payment you must notify us at least 14 days before the next debit day in one of the following ways:

- Via phone (see clause 3.1 above)
- Via letter
- Via fax
- Via email

If calling us please ensure you are able to provide the necessary information to personally identify yourself as the donor. If you send us a notice in writing please ensure you provide enough detail to allow us to process your request (ie: your donor ID).

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:

- 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.

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

4.4 If Save the Children Australia is liable to pay goods and services tax ('GST') on a supply made in connection with this agreement, then you agree to pay Save the Children 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 76 00 11 and confirm that notice in writing with 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 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.

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 of 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) 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:

- To the extent specifically required by law; or
- For the purposes of this agreement (including disclosing information in connection with any query or claim).

7.3 We will adhere to the Privacy Act 1988, including the National Privacy Act Principles, when we collect, use, disclose, store, provide access to, or otherwise deal with your personal information (including details in your direct debit request). For further information, or to request a copy of our privacy policy, please write to us as stated in 8.1 below.

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to: Save the Children Australia

Locked Bag 5000
FITZROY VIC 3065
Fax: (03) 9938 2088

And quote the serial number from this form.

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 on the third banking day after posting.

9. Use of Save the Children name and logo

9.1 Save the Children Australia retains all rights to the Save the Children name and logo. Signing this agreement does NOT authorise an individual or organisation, the right to use the Save the Children name and/or logo in any form, unless approved in writing by Save the Children Australia. All request to do so should be directed to the address in 8.1 above.