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| <p>Definitions</p> | <p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means the VCCRI, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p> |
| <p>1. Debiting your account</p> | <p>1.1 By providing <i>us</i> with a valid instruction over the phone or in writing (<i>Direct Debit Request</i>), <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>.</p> |
| <p>2. Amendments</p> | <p>2.1 We may vary any details of this <i>agreement</i> or your <i>Direct Debit Request</i> at any time by giving <i>you</i> at least twenty eight (28) days written notice.</p> |
| <p>3. Your rights</p> | <p>You may change, stop or defer a debit payment, or cancel this agreement at any time by providing <i>us</i> with at least 14 days notification by writing.</p> |
| <p>4. Your commitment (the customer)</p> | <p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; and b) <i>you</i> should arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the <i>debit payment</i>. <p>4.3 <i>You</i> should check:</p> <ul style="list-style-type: none"> a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i>; and b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement. |
| <p>5. Resolution</p> | <p>5.1 It is your responsibility to advise <i>us</i> if you believe there has been an error in debiting <i>your account</i>. <i>You</i> should notify <i>us</i> directly on 02) 9295 8787 and confirm that notice in writing with <i>us</i> as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p> |
| <p>6. Our commitment to you</p> | <p>6.1 We will keep any information (including <i>your account</i> details) in your <i>Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>6.2 We will only disclose information that we have about <i>you</i>:</p> <ul style="list-style-type: none"> a) to the extent specifically required by law; or b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim). |
| <p>7. Notice</p> | <p>7.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to the address outlined at the top of this agreement.</p> <p>7.2 We may send notices either electronically to your email address, mobile or by ordinary post to the address <i>you</i> have given <i>us</i>.</p> <p>7.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post, if sent by email or mobile, on the day that it is sent.</p> |