

Direct Debit Request Service Agreement

Company Name: Shop, Distributive & Allied Employees' Association (Qld Branch) and the Shop, Distributive & Allied Employees' Association (Qld Branch) Union of Employees
Postal: PO Box 490, Spring Hill, Qld. 4004
Office: 385 St Paul Terrace, Fortitude Valley, Qld. 4006
Contact Details: Ph: 07 3833 9500 Email: secretary@sdaq.asn.au

This is your Direct Debit Service Agreement with the Shop, Distributive & Allied Employees' Association (Qld Branch) - ABN 53 585 943 107 and the Shop, Distributive & Allied Employees' Association (Qld Branch) Union of Employees - ABN 99 903 328 518, User ID 064396. It explains 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.

Please keep this agreement 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 authorisation.

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*.

banking 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 the Shop, Distributive & Allied Employees' Association (Qld Branch) and the Shop, Distributive & Allied Employees' Association (Qld Branch) Union of Employees *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing us with a valid instruction, *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*.

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 *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If you are unsure about which day your account has or will be debited you should ask *your financial institution*.

2. Amendments 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. Amendments by you

3.1 You may change*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least 14 days notification by writing to:

PO Box 490, Spring Hill, Qld. 4004 or email to: secretary@sdaq.asn.au.

or

by telephoning us on 07 3833 9500 during business hours;

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising the Shop, Distributive & Allied Employees' Association (Qld Branch) and the Shop, Distributive & Allied Employees' Association (Qld Branch) Union of Employees of your new account details.

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;
- you may also incur fees or charges imposed or incurred by us; and
- 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.

5. Disputes

5.1 If you believe there has been an error in debiting *your account*, you should notify us directly on: (07) 3833 9500 during office hours - 8.00am to 5.30pm.

and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

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 in writing.

6. Accounts

You should check:

- with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available through BECS on all accounts offered by financial institutions.
- your account* details which you have provided to *us* are correct by checking them against a recent *account* statement; and
- 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).

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, you should write to: PO Box 490, Spring Hill, Qld. 4004 or email to: secretary@sdaq.asn.au.

8.2 We may send notices either electronically to your email address or by ordinary post to the address *you* have given us.

8.3 Any notice will be deemed to have been received on the third *banking day* after emailing or posting.