# **TERMS AND CONDITIONS**

## **Direct Debit Request Service Agreement**

This is your Direct Debit Service Agreement with Life Education Centre Foundation Queensland Inc

ABN 17760260880,APCA ID 475635. 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 Life Education Centre Foundation Queensland Inc, (the Debit User) 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 seven day's notification by writing to:

Life Education PO Box 247 Pacific Fair QLD 4218

or by telephoning us on 07 5572 0166 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 us Life Education Centre Foundation Queensland Inc 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:
- 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.
- 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 5572 0166 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:

- a) 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.
- 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:
- a) to the extent specifically required by law; or
- b) 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:

Life Education

PO Box 247

Pacific Fair QLD 4218

- 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 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.

# **Details of Payment to Trader**

Donating via a monthly gift is the most effective way to help Life Education. Life Education has engaged PCA Group Pty Ltd as its 'trader', ABN 81 607 011 683, PO Box 617, Surfers Paradise QLD, 4217. This appeal is being conducted by PCA Group in support of Life Education Queensland for the purpose of educating children to make safe choices to avoid harm and live a healthy life. PCA Group shall receive a one-off set amount in undertaking the activities. This fee is not deducted from the amount donated, but it taken from an allocated budget set aside for promoting the work of Life Education Queensland to the general public. The amount of the fee is equivalent to approximately 95% of the amount of the donor's pledge for the first year. Taking the average period of a donor's regular giving pledge (estimated to be 3 years) the fee is equivalent to approximately 30% of the total amount donated.

#### **Privacy Statement:**

Life Education and PCA Group Pty Ltd (ABN 81 607 011 683) of PO Box 617, Surfers Paradise QLD, 4217, Email fundraising@pcagroup.com.au, recognise the importance and safeguarding of your personal information. By providing your mailing address, email or phone number you are agreeing that Life Education can use it to keep you informed about future activities and events. If you would like to change your contact preferences in the future, please contact Life Education by the above mentioned methods. All communication addressed to us should include your full name and telephone number.

#### **Direct Debit**

I/we have authorised Life Education, to arrange for funds to be debited from my/our account at the financial institution identified and as prescribed through the Bulk Electronic Clearing System. This authorisation is to remain in force in accordance with the terms described in the Direct Debit Service Agreement.

#### **Credit Card**

I understand that I am giving authority to debit my credit card with the donation amount shown, until I notify Life Education to cease making deductions.

