

Definitions

account means the account held at *your financial/credit card institution* from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit/Credit Card 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/credit card request means the Direct Debit/Credit Card Request between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

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

us or **we** means SIM Australia, the Debit/Credit Card User *you* have authorised by signing a *direct debit/credit card request*.

you means the customer who signed the *direct debit/credit card request*.

your financial/credit card institution is the financial/credit card institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

- 1.1 By signing a *direct debit/credit card request*, *you* have authorised *us* to arrange for funds to be debited from *your financial/credit card institution account*.
You should refer to the *direct debit/credit card request form* 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/credit card request*.
- 1.3 If the *debit day* falls on a day that is not a *business day*, *we* may direct *your financial/credit card institution* to debit *your account/credit card* on the following *business day*. If *you* are unsure about which day *your account/credit card* has or will be debited *you* should ask *your financial/credit card institution*.

2. Changes by us

- 2.1 *We* may vary any details of this *agreement* or a *direct debit/credit card request* at any time by giving *you* at least fourteen (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/credit card request* by contacting *us* on PO Box 42, PENSHURST NSW 2222 or e-mail donor.relations@sim.org
- 3.2 If *you* wish to stop or defer a *debit/credit card payment* *you* must notify *us* in writing at least seven (7) days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your account/credit card* at any time by giving *us* seven (7) days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.

4. Your obligations

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account/credit card* to allow a *debit/credit card payment* to be made in accordance with the *direct debit/credit card payment request*.
- 4.2 If there are insufficient clear funds in *your account/credit card* to meet a *debit payment*:
 - (a) *you* may be charged a fee and/or interest by *your financial/credit card institution*;
 - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit/credit card payment* to be made by another method or arrange for sufficient clear funds to be in *your account/credit card* by an agreed time so that *we* can process the *debit/credit card payment*.
- 4.3 *You* should check *your* account statement to verify that the amounts debited from *your account/credit card* are correct. If SIM Australia is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then *you* agree to pay SIM 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/credit card*, you should notify us directly on 02 8568 8850 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/credit card* has been incorrectly debited we will respond to *your* query by arranging for *your financial/credit card institution* to adjust *your* account (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account/credit card* has been adjusted.
- 5.3 If we conclude as a result of our investigations that *your account/credit card* 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/credit card* 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/credit card institution* which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

You should check:

- (a) with *your financial/credit card institution* whether direct debiting is available from *your account/credit card* as direct debiting is not available on all accounts offered by financial/credit card institutions.
- (b) *your account /credit card* details which you have provided to us are correct by checking them against a recent *account/credit card* statement; and
- (c) with *your financial/credit card institution* before completing the *direct debit/credit card payment request* if you have any queries about how to complete the *direct debit/credit card payment request*.

7. Confidentiality

- 7.1 We will keep any information (including *your account/credit card* details) in *your direct debit/credit card 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 SIM Australia, PO Box 42, PENSHURST NSW 2222 or e-mail donor.relationships@sim.org.au
- 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/credit card payment request* or e-mail you
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted.