

# Bear Collector's Club Credit Card and Direct Debit Terms and Conditions



Debit User ID 089741

This document outlines the terms and conditions related to the payment method you have nominated to make periodic contributions to CareFlight as a Bear Collector Club Member under our Regular Giving program.

## **Direct Debit Request Service Agreement**

This is your Direct Debit Service Agreement with **CareFlight APCA ID 089741 ABN 18 210 132 023** (the Debit User). 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 written, verbal, online or other request between *us and you* to debit funds from your account.

**us or we** means CareFlight (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

**you** means the customer who has authorised the *Direct Debit Request*.

**your financial institution** means the financial institution at which you hold the *account* that *you* have authorised *us* to debit.

## **1. Debiting your account**

1.1 By submitting 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*. The *Direct Debit Request* and this *agreement* set out 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*.

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 sent to the preferred email or address *you* have given *us* in the *Direct Debit Request*.

## **3. Amendments by you**

3.1 *You* may change, stop or defer a *debit payment*, or cancel the *Direct Debit Request* at any time by providing *us* at least **five (5) working days** notice prior to the next *debit day*. To do so, contact *us* in the first instance as per 8.1 under "8. Contacting each other".

3.2 *You* can also contact *your financial institution*, which must act promptly on your instructions.

## **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*; and

(b) *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 that there has been an error in debiting *your account*, you should notify *us* directly on **1800 655 876** during business hours and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively you can contact *your financial institution* for assistance.

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 within a reasonable period for *your financial institution* to adjust *your account*

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(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 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. Contacting each other

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to **CareFlight, GPO Box 9829, IN YOUR CAPITAL CITY** or email **fundraising-donations@careflight.org**. Alternatively, phone **1800 655 876** during business hours.

8.2 We may send notices to you either by ordinary post to the preferred address or electronically to the email address you have given us. Any notice sent by post will be deemed to have been received on the day they would be received in the ordinary post. Any notice sent by email will be deemed to have been received two banking days after sending.

## Credit Card Recurring Payments Agreement

This is your Credit Card Recurring Payments Agreement (CCRP Agreement) with CareFlight. It explains your obligations to us and also our obligations to you with your Credit Card Recurring Payments (CCRP).

**CCRP Amount** You will receive a welcome email or letter from CareFlight. The welcome email or letter will confirm the agreed amount to be debited on your credit card on a periodic debit cycle (CCRP Amount).

If you wish to notify us of any changes to the CCRP Amount, email **fundraising-donations@careflight.org** or phone **1800 655 876** during business hours. Changes will be confirmed by letter or email sent by us to you within fourteen (14) days of being completed, unless otherwise requested.

**CCRP Authorisation** By submitting a form or by verbally providing your credit card details, you request and authorise CareFlight to periodically debit your nominated credit card for the CCRP Amount on the 4th, 14th or 24th day of the periodic debit cycle, or if it is not a business day, on the next business day (CCRP Authorisation), unless otherwise notified. You acknowledge that the first debit date will occur on the 4th, 14th or 24th day of the month nominated by you.

**CareFlight's commitment to you** Pursuant to your CCRP Authorisation, we will periodically debit your credit card for the CCRP Amount pursuant to your CCRP Authorisation. The credit card details you provide will be securely stored by CareFlight in compliance with privacy legislation.

**Your commitment to CareFlight** It is your responsibility to ensure sufficient funds are available in your credit card account for the CCRP Amount to be processed. Should your debit payment be rejected by your financial institution, we will attempt to redraw up to the total CCRP Amount owing.

**Confidentiality** CareFlight will keep any personal information (including your credit card details) confidential. We will make reasonable efforts to secure your details against any unauthorised use, modification, reproduction or disclosure of that information.

**Amendments by you** You may change, stop or defer a debit payment, or cancel this CCRP Authorisation at any time by providing us at least **five (5) working days** notice prior to the next debit day. To do so, contact us in the first instance as per 8.1 under "8. Contacting each other" above.

**Disputes** If you believe that there has been an error in debiting your credit card, you should notify us directly on **1800 655 876** during business hours and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. If we cannot substantiate the reason for the debit payment, you will receive a refund.