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 **thirty *(30) 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*

PLEASE TURN OVER

(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, Locked Bag 2002 Wentworthville NSW 2145** 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.

SCM-05/21