

Adelaide University Judo Club

Direct Debit Request (Terms and Conditions)

Definitions

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

Agreement means the Direct Debit Request and these Terms and Conditions 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 request means the Direct Debit Request between *us* and *you*
us or *we* means Adelaide University Judo Club (**AUJC**) who you have authorized by signing/completing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorized *us* to arrange to debit.

1. Debiting your account

- 1.1 By signing a direct debit request, you have authorized 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*.

2. Changes by us

- 2.1 We may vary any details of this agreement or a direct debit request annually 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 request* by contacting *us* at admin@aujudo.com.au
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least fourteen (14) 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 after a minimum of 12 months payments. We require thirty (30) days' notice in writing and the debit will be cancelled from the following debit day.

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. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly at admin@aujudo.com.au, as soon as possible so that we can resolve your query quickly.

- 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.
- 5.4 Any queries you may have about an error made in debiting your
- 5.5 account 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
- 5.6 resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

- 6.1 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 agents who have access to information about you do not make any unauthorized 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 email admin@aujudo.com.au
- 8.2 We will notify you by sending a notice electronically to the email address you have given us in the direct debit request.