

Direct Debit Service Agreement

The following terms relate to the Direct Debit Request (DDR) made by you in connection with your regular donation to The Smith Family ABN 28 000 030 179 (Direct Debit User ID 131114) (“we” or “us”). These terms comprise the direct debit service agreement (“DDSA”) between you and us and should be read in conjunction with your DDR authorisation for automatic debits from your bank account or credit card (“nominated account”). Please keep this document for future reference. It sets out your rights, our commitment to you, your responsibilities to us, and where you should go if you require assistance.

1. DDR authorisation

1.1 By signing a DDR (manually or electronically), you have authorised us to arrange for funds to be debited from your nominated account. The DDR specifies the amount, frequency and expiry date (if any) of your regular donation and the program you are supporting.

1.2 We undertake to periodically debit your nominated account for the agreed amount to go towards The Smith Family’s learning support programs, as specified in the DDR submitted by you.

2. Debit arrangements

2.1 The first debit under this DDSA will occur on the first day of the month as nominated by you after we receive your DDR. If the nominated day is not a business day, we will seek to debit your account on the next business day. From then on, we will direct debit your nominated account on the day of each month that the instalment is due (or the next business day).

2.2 If the payment fails we may reattempt to debit your nominated account up to six (6) times after the original debit date.

2.3 We will continue to debit your nominated account each month until the expiry date specified in your DDR or, if no such date has been specified, until you advise us to do otherwise.

3. Your responsibilities

3.1 It is your responsibility to:

- check with your financial institution that direct debiting is available on the nominated account;
- ensure that your nominated account has sufficient cleared funds or credit available to pay each debit when it becomes due (otherwise you may incur bank fees);
- ensure that the authorisation on the DDR is identical to the account signing instruction held by your financial institution for the nominated account;
- tell us if you close or change the nominated account or your credit card expires; and

- arrange a suitable alternate payment method if the direct debit arrangements are stopped, either by you or by your financial institution.

4. Alteration or cancellation

4.1 You may cancel your DDR, stop or defer an individual debit, request a change to the debit amount, or make other changes (each, a “Change in Details”), by notifying us (see contact information on the back of this brochure).

4.2 You must provide us with at least fourteen (14) days’ notice of any Change in Details to allow us time to process your request.

4.3 We may vary any of the debit arrangements set out in this DDSA or in the DDR by providing you with at least twenty-eight (28) days’ notice. For example, we may need to vary the debit amount for certain programs from time to time because the cost of providing The Smith Family’s services may increase over time. If you have any concerns about any changes please contact us (see contact information on the back of this brochure).

5. Confidentiality

5.1 We will keep your financial information (including your nominated account details) confidential.

5.2 We will only share your information when we need to provide information to our bank to initiate the debit from your nominated account or to your financial institution in relation to a claim regarding an alleged incorrect or wrongful debit, or as otherwise required by the law.

5.3 We actively seek to protect financial information held by us against loss and against unauthorised access, use, modification or disclosure.

5.4 Any personal information you provide to us will be handled consistent with our Privacy Policy for Supporters (available on our website at www.thesmithfamily.com.au/privacy).

6. Disputes

6.1 If you believe there has been an error in debiting your account or have other enquiries relating to the DDR or DDSA please contact The Smith Family in the first instance, rather than to your financial institution. We will investigate any disputed debit item and contact you within two (2) business days after receipt of your enquiry.

6.2 If you are not satisfied with our response to your enquiry, contact your financial institution.

6.3 If we conclude as a result of our investigation that your nominated account has been debited incorrectly, we will arrange with your financial institution for the debit amount to be refunded to you.