

This is *your* Direct Debit Service Agreement with Illawarra Credit Union, a division of Community First Credit Union, User Id 049021, ABN 80 087 649 938 (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*.
- **business day or 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, according to *your direct debit request*.
- **direct debit request** means the Direct Debit Request payment arrangement between *us* and *you*
- **us and we and our** means Illawarra Credit Union, a division of Community First Credit Union Ltd ABN 80 087 649 938, the company *you* have authorised to debit *your account*.
- **you and your** means the customer who has authorised the *direct debit request*.
- **your financial institution** is the financial institution where *you* hold the *account* that *you* have authorised *us* to debit.

1. DEBITING YOUR ACCOUNT

- **1:1** By submitting a *direct debit request*, *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* and/or according to any notice sent to *you* by *us*, specifying the amount payable and the date the payment is due. We will not issue individual confirmation of payments made.
- **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 been or will be debited, please check with your financial institution.

2. CHANGES 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 30 days written notice sent to the preferred email or address you have given us in the Direct Debit Request.

3. HOW TO CANCEL OR CHANGE DIRECT DEBITS

- **3:1** *You* may change, stop, or defer a *debit payment* at any time by contacting us at least 2 business days before the next debit day. This notice should be given to us in the first instance.

You can also contact your own financial institution which must act promptly on your instructions, however, they may need extra time to notify us and this could delay the change, stop or deferral.
- **3:2** *You* may also cancel your *direct debit request* at any time by contacting us at least 2 business days before the next debit day. This notice should be given to us in the first instance.

You can also contact your own financial institution which must act promptly on your instructions, however, they may need extra time to notify us and this could delay the cancellation.
- **3:3** If *you* wish to stop a *debit payment* or cancel your *direct debit request* because we have varied the terms of your *direct debit request* or this *agreement*, we will allow *you* to do so without penalty.
- **3:4** To cancel or suspend your direct debit request, or change, stop or defer a debit payment, phone us on **1300 13 22 49** or email us at online@cu.com.au.

4. YOUR OBLIGATIONS

- **4:1** It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* on a *debit day* to allow a *debit payment* to be made in accordance with the *direct debit request*, and the account details *you* have provided to *us* are correct, current and valid.
- **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 be charged a fee to reimburse *us* for reasonable fees or charges we have incurred for the failed transaction; 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** If the *debit payment* is declined for any reason other than because there are insufficient clear funds in *your account*:
 - (a) we will notify *you* to contact *us* to arrange for the payment to be made using a valid account; and
 - (b) *you* must contact *us* to provide valid account details within 14 days of the failed *debit day* or another time we agree with *you* so that we can process the payment.
- **4:4** *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.
- **4:5** If we are liable to pay goods and services tax ("GST") on a supply made by *us* in connection with this *agreement*, then *you* agree to pay *us* an amount equal to the GST included in the consideration payable for the supply.

5. DISPUTE

- **5:1** If you believe that there has been an error in debiting *your account*, you should notify us directly by telephone on **1300 13 22 49**, or by email address at online@cu.com.au. We may request you also confirm the details in writing with us 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 within a reasonable period 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 copies of any evidence for this finding in writing.
- **5:4** Any queries you may have about an error made in debiting *your account* should be directed to us in the first instance, but you may also contact your financial institution. If we cannot 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** Please be aware that direct debiting may not be available on all accounts. You should check:
 - (a) with your financial institution whether direct debiting is available from your account;
 - (b) that your account details which you have provided to us are correct, current and valid by checking them against a recent account statement from your financial institution; 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, or there is any other reason your financial institution may decline a debit payment.
- **6:2** If the account number you have quoted is incorrect, you may be charged a fee to reimburse us for reasonable costs in correcting any deductions from:
 - (a) an account you do not have the authority to operate; or
 - (b) an account you do not own.

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. You may access any personal information we hold about you at any time by contacting us.
- **7:2** We will only disclose information that we have about you:
 - (a) to the extent specifically permitted by law; or
 - (b) for the purposes of this agreement or if required by our sponsor in the direct debit system (including disclosing information in connection with any query, dispute or claim).

8. NOTICE

- **8:1** If you wish to notify us in writing about anything relating to this agreement, you should write to **Illawarra Credit Union, 38-40 Young Street Wollongong NSW 2500** or email us at online@cu.com.au.
- **8:2** We will give you notice by sending a notice to the preferred address or email you have given us in the direct debit request.
- **8:3** Any notice will be deemed to have been received on the second banking day after sending if sent by email, or the fifth banking day if sent by post.