

Direct Debit Request Service Agreement



This is a Direct Debit Request Service Agreement with The Lutheran Laypeople's League of Australia Inc. (LLL) ABN 25 044 678 441 (Debit User ID 006861). 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.

The LLL has appointed Indue Ltd to facilitate this Direct Debit through the Bulk Electronic Clearing System.

Indue Ltd is an Approved Deposit-Taking Institution and is a member of the Australian Payments Clearing Association Limited.

Please keep this Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with the authorisations you provided to us in the Direct Debit Request. Words that appear with a capital letter are defined in the Definitions section.

Debiting your Account

1. By signing the Direct Debit Request or providing us with a valid instruction, you have authorised 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.
2. We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request.
3. If the Debit Day falls on a day that is not a Business Day, we may direct your Financial Institution to debit your Account on the following Business Day. If you are unsure about which day your Account has been, or will be, debited you should ask Your Financial Institution.

Changes by you

If you wish to stop or defer a Debit Payment or terminate this Agreement, you must notify us in writing at least seven (7) Business Days before the next Debit Day.

Your obligations

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.
2. If there are insufficient 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 cleared funds to be in your Account by an agreed time so that we can process the Debit Payment.
3. You should check your account statement to verify that the amounts debited from your Account are correct.

175 Archer Street
Reply Paid 45
North Adelaide
South Australia 5006

Tel 08 8360 7200
Fax 08 8267 1722

lll@lll.org.au
www.lll.org.au

ABN 25 044 678 441

Direct Debit Request Service Agreement

- If you believe that there has been an error in debiting your Account, you should notify us as soon as possible and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternately you can take it up directly with Your Financial Institution.
- 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). We will also notify you in writing of the amount by which your Account has been adjusted.
- 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.
- If we cannot resolve the matter or you are not satisfied with our proposed resolution, 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.

Accounts

You should check:

- 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;
- your Account details which you have provided to us are correct by checking them against a recent account statement, and
- with Your Financial Institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

Confidentiality

- 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.
- We will only disclose information that we have about you:
 - to the extent specifically required by law, or
 - for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Notice

If you wish to notify us in writing about anything relating to this Agreement you should write to:

LLL, Reply Paid 45
North Adelaide 5006

We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

Any notice will be deemed to have been received two Business Days after it is posted.

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 means a day other than a Saturday or Sunday or a national public holiday.

Debit Day means the day that you have authorised us to arrange for funds to be debited from your Account.

Debit Payment means a particular transaction where a debit is made.

Direct Debit refers to the process whereby you provide us with the Direct Debit Request which authorises us to arrange for funds to be debited from an account held with Your Financial Institution.

Direct Debit Request means the Direct Debit Request between us and you.

First Debit Amount means the amount inserted by you on the Direct Debit Request, which records the first amount that you authorise us to debit from your Account.

First Debit Date means the date inserted by you on the Direct Debit Request, which records the date that you authorise us to debit the First Debit Amount from your Account.

Regular Debit Date means the date inserted by you (if applicable) on the Direct Debit Request, which records the date you authorise us to debit the Regular Debit Amount from your Account.

Total Debit Amount means the total amount inserted by you (if applicable) on the Direct Debit Request, that you authorise us to debit from your Account whilst you have this Agreement with us.

Us or we means The Lutheran Laypeople's League of Australia Inc. (LLL) ABN 25 044 678 441 that you have authorised by requesting a Direct Debit Request.

You means the customer who signed or authorised by other means the Direct Debit Request.

Your Financial Institution is the financial institution nominated by you on the Direct Debit Request at which your Account is maintained.