

# Direct Debit Request Service Agreement



This Direct Debit Request Service Agreement applies to the Direct Debit service as provided by Lutheran Laypeople's League of Australia Limited (LLL) ABN 25 044 678 441 (Debit User ID 006861). It details your obligations when undertaking a Direct Debit arrangement with us. It also details our obligations to you as your direct debit provider.

The LLL has appointed Indue Limited to facilitate this Direct Debit through the

Bulk Electronic Clearing System when debiting other financial institutions.

Indue Limited is an Approved Deposit-taking Institution and is a member of the Australian Payments Network Limited.

Please keep this Agreement for future reference. It should be read in conjunction with the authorisations you provide to us in the Direct Debit Request.

## Debiting your Account

1. By signing the Direct Debit Request or providing us with a valid instruction, you authorise us to arrange for funds to be debited from your Nominated Account. The Direct Debit Request and this Agreement detail the terms of the arrangement between us and you.
2. We will only arrange for funds to be debited from your Nominated 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 debit your Nominated Account on the following Business Day. If you are unsure about which day your Nominated Account has been, or will be, debited you should ask us or the financial institution for your Nominated Account.

## Changes by Us

If we vary the terms of this agreement or a Direct Debit Request we will provide you with at least fourteen (14) days notice.

## Changes by You

If you wish to alter, stop or defer a direct debit payment or terminate this agreement, you must provide us with a valid instruction at least seven (7) Business Days before the next Debit Day.

Requests to stop a Direct Debit Request may also be made to the financial institution for your Nominated Account.

## Your Obligations

1. You are responsible for ensuring that there are sufficient cleared funds available in your Nominated Account to allow a direct debit payment to be made in accordance with the Direct Debit Request. You should contact us if you know there will be insufficient funds in your Nominated Account prior to the next Debit Day so that we can defer or stop the direct debit payment.
2. If there are insufficient funds in your Nominated Account to meet a direct debit payment you should arrange for the direct debit payment to be made by another method or arrange for sufficient cleared funds to be in your Nominated Account by an agreed time so that the direct debit payment can be processed.

LLL Australia  
175 Archer Street  
PO Box 45  
North Adelaide  
South Australia 5006

Tel 08 8360 7200

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

ABN 25 044 678 441  
ACN 627 336 707

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3. You should check your Nominated Account to verify that the amounts debited from your Nominated Account are correct.
4. If there are insufficient funds in your Nominated Account to meet the direct debit payment you may be charged a fee and/or interest by your financial institution.

## Our Obligations

1. If you believe that there has been an error in debiting your Nominated Account, you should notify us as soon as possible so that we can resolve your query quickly. Alternately you can pursue the matter directly with your financial institution.
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 Nominated Account (including interest and charges). We will also notify you in writing of the amount by which your Nominated Account has been adjusted.
3. If we conclude, as a result of our investigations, that your Nominated Account has not been incorrectly debited we will respond to your query by providing you with the reasons and any evidence for this finding in writing.
4. If we cannot resolve the matter or you are not satisfied with our proposed resolution, you may refer the matter 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 Nominated Account as direct debiting is not available on all accounts offered by financial institutions;
- the details of your Nominated Account which you provide to us are correct by checking them against a recent account statement or similar, and
- with the financial institution for your Nominated Account before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

## Confidentiality

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.
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).

## Notice

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

LLL, PO Box 45  
North Adelaide 5006

Or email [lll@lll.org.au](mailto:lll@lll.org.au)

We will notify you by sending a notice in the ordinary post or via email to the address you have given us in the Direct Debit Request or that we otherwise hold.

## Definitions

**Nominated Account** means your account held at another financial institution which you authorise us to debit.

**Business Day** means a day other than a Saturday, Sunday or a national public holiday.

**Debit Day** means the day that you authorise us to debit your Nominated Account at another financial institution.

**Direct Debit** refers to a direct debit payment whereby you provide us with the Direct Debit Request which authorises us to debit your Nominated Account at another financial institution.

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

**You** means according to the context the account holder and any third party the account holder nominates to operate the LLL account or access facility.