



Direct Debit Request Service Agreement

Wesley Mission, User ID 067 257

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 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 Wesley Mission User ID 067 257 and you.

US OR WE means Wesley Mission, the Debit User you have authorised by signing a direct debit request.

YOUR FINANCIAL INSTITUTION is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your account

1.1 By signing a Direct Debit Request, 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.

1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request; OR we will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 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 or will be debited you should ask Wesley Mission.

1.4 We will forward you a tax-deductible receipt at the end of every financial year, as acknowledgement of total gifts within that financial year.

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 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 on 1800 021 821.

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 at any time by giving us fourteen (14) days' notice in writing before the next 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 the amounts debited from your account are correct.

4.4 If Wesley Mission is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Wesley Mission on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1800 021 821 and confirm that notice in writing so that we can resolve your query.

5.2 Any queries you may have about a suspected error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you in accordance with Clause 5.3. 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.

5.3 In the event that you advise us of a suspected error under Clause 5.1, the following procedure will be followed:

- (a) A review of the Wesley donor database, donor transactions and your donor file details is conducted.
- (b) A copy of your account statement showing the debit made by Wesley Mission will be required from you.
- (c) In the event that the review confirms that you have been debited correctly, you will be provided with written confirmation along with a copy of the evidence in support of the validity of the transaction.
- (d) In the event that the review confirms that you have been debited incorrectly, you will be provided with written confirmation and a cheque for the debit amount within 10 working days.

6. Accounts

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.



(d) the authorisation to debit the account is in the same name as the account signing instruction held with your financial institution.

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.

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).

7.3 We will adhere to the Privacy Act 1988, including the Australian Privacy Principles, when we collect, use, disclose, store, provide access to, or otherwise deal with your personal information (including details in your Direct Debit Request). For further information, or to request a copy of our privacy policy, please write to us as stated in 8.1 below.

8. Notice

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

Wesley Mission Fundraising
PO Box A270, Sydney South NSW 1235

or

Wesley Mission Fundraising
220 Pitt Street, Sydney NSW 2000
Phone 1800 021 821
Fax (02) 9267 1022
Email: fundraising@wesleymission.org.au

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

8.3 Any notice will be deemed to have been received two business days after it is posted.

8.4 If any provision of this Direct Debit Service Agreement (DDRSA) is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

Protecting your privacy

Wesley Mission respects an individual's right to privacy and that individual's right to control how information held on their behalf is used. Personal information collected by

Wesley Mission from you, as a donor, will be used to:

- process donations and issue receipts



- keep you up to date with our work by disseminating information via email, mail, SMS or telephone. This may include the Wesley Mission newsletter, appeals or other information.
- Please contact us (see Section 8 of this form) should you wish to alter or delete any of these methods of contact.