



Direct Debit Request Service Agreement

Flinders Living

The following is your Direct Debit Service Agreement with *Flinders University – Flinders Living*. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form.

<p>Definitions</p>	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or Sunday or Public Holiday listed throughout South Australia</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made</p> <p>direct debit request (DDR) means the Direct Debit Request (DDR) between <i>us</i> and <i>you</i>.</p> <p>us or we means <i>Flinders University – Flinders Living</i> (the Debit User) <i>you</i> have authorised by requesting a <i>DDR</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>DDR</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the <i>DDR</i> at which the <i>account</i> is maintained.</p>
<p>1 Debiting your account</p>	<p>1.1 By signing a <i>Direct Debit Request</i> (DDR) or by providing <i>us</i> with a valid instruction, you have authorised us to arrangement for funds to be debited from <i>your account</i>. <i>You</i> should refer the <i>DDR</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>DDR</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following banking day. If you are unsure about which day <i>your account</i> has or will be debited you should ask <i>your financial institution</i>.</p>
<p>2 Amendments by us</p>	<p>2.1 We may vary any details of this <i>agreement</i> or a <i>DDR</i> at any time by giving <i>you</i> at least fourteen (14) days written notice.</p>
<p>3 Amendments by you</p>	<p>3.1 <i>You</i> may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to:</p> <p>Flinders Living, GPO Box 2100, Adelaide, SA 5001 or</p> <p>Email: flinders.living@flinders.edu.au or</p> <p>Arranging it through <i>your financial institution</i> (in which case Flinders Living needs to also be notified).</p>

<p>4 Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account at to allow a <i>debit payment</i> to be made in accordance with the DDR.</p> <p>4.2 If there are insufficient clear funds in <i>your</i> account to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</p> <p>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by the next <i>debit payment</i> so that we can process an extra <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from your account are correct.</p> <p>4.4 If Flinders University – Flinders Living is liable to pay good and services tax (GST) on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay Flinders University – Flinders Living on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p> <p>4.5 If your <i>debit payment</i> is rejected three (3) times by <i>your financial institution</i> this <i>DDR</i> will be terminated and all outstanding monies will be payable immediately.</p>
<p>5 Dispute</p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly: Flinders Living, phone 08 8291 6000 and confirm by notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with <i>your financial institution</i> direct.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your</i> query by arrangement for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to your query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<p>6 Accounts</p>	<p><i>You</i> should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions;</p> <p>(b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent account statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>DDR</i> is <i>you</i> have any queries about how to complete the <i>DDR</i>.</p>
<p>7 Confidentiality</p>	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your DDR</i> confidential. We will make reasonable effort to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
<p>8. Notice</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to Flinders Living, GPO Box 2100, ADELAIDE SA 5001 or email flinders.living@flinders.edu.au</p> <p>8.2 We will notify <i>you</i> by sending a notice to the address <i>you</i> have given us in the <i>DDR</i> or alternatively <i>your</i> Flinders email address.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>