

## **AFFIRM: The Australian Foundation for Mental Health Research**

- 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 *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).
- Us or we* means The Australian National University *you* have authorised by signing a *direct debit request*.
- You* means the customer who signed the *direct debit request*.
- Your financial institution* is the *financial institution* where *you* hold the *account* that *you* have authorized *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 *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 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* at AFFIRM, Building 63, ANU, Canberra ACT 0200. Phone: +61 2 6125 9722 Fax: +61 2 6125 0733 Email: [affirm@affirm.org.au](mailto:affirm@affirm.org.au)
- 3.2** If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least (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 anytime by giving *us* (14) days notice in writing before the next debit day. This notice should be given to *us* in the first instance.

### **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 that the amounts debited from *your account* are correct.
- 4.4 If National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this *agreement*, then you agree to pay the National 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 at AFFIRM, Building 63, ANU, Canberra ACT 0200. Phone: +61 2 6125 9722 Fax: +61 2 6125 0733 or E-mail: [affirm@affirm.org.au](mailto:affirm@affirm.org.au). Confirmation in writing will also assist *us* to resolve *your* query more 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 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 any evidence for this finding.
- 5.4 Any queries *you* may have about an 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*. 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

*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*.

## 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).

## 8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to AFFIRM, Building 63, ANU, Canberra ACT 0200. Phone: +61 2 6125 9722 Fax: +61 2 6125 0733 E-mail: [affirm@affirm.org.au](mailto:affirm@affirm.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.