





# DIRECT DEBIT REQUEST SERVICE AGREEMENT

## 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*.
- us** or **we** means **Housing Industry Association Limited ('HIA Ltd')**, the Debit User *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 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 both parties.
- 1.2** We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.
- 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 thirty (30) 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 **1300 650 620**
- 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*. 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 **HIA Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay **HIA Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. DISPUTE

- 5.1** 5.1 If *you* believe that there has been an error in debiting *your* account, *you* should notify *us* directly on 1300 650 620 and also provide written confirmation so that the matter can be resolved.
- 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*, please write to: **Membership Administration Manager, Housing Industry Association Ltd, 79 Constitution Avenue, CAMPBELL ACT 2612.**
- 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.