



# Automatic Payment Service Agreement

If You choose to pay for services or make donations by Automatic Payments from your Account, please read this Automatic Payment Service Agreement in conjunction with the Automatic Payment Request form and any other Payment or Donation Form.

This Automatic Payment Service Agreement, together with the completed and signed Automatic Payment Request form or any other Payment or Donation Form, corresponding Service Agreement and the Donation Guidelines, where applicable, establish your obligations and terms and conditions when authorising and establishing an Automatic Payment with the Association.

## 1. Definitions

In this document:

**Account** means the nominated cheque, savings, debit card or credit card account that You hold with your Financial Institution, that You have specified on the Payment and Donation Form, that You have authorised the Association to arrange for funds to be debited, and that has an eligible Direct Debit payment method.

**Agreement** means this Automatic Payment Service Agreement.

**Association** means The Graduate Union of The University of Melbourne Inc., a charity and an association incorporated in the state of Victoria, Australia, under the Associations Incorporation Reform Act 2012 ((ACNC A0023234B / ABN 556 10664 963) and a party to this Agreement.

**Automatic Payment** means an authorised withdrawal of money from your Account to the Association that is set up, for example, to pay for regular rental payments and membership renewals, as well as for scheduled donations and pledges.

**Automatic Payment Request** means the request to authorise and arrange for funds to be automatically deducted from your Account as specified on the Payment and Donation Form.

**Banking Business Day** means a day other than a Saturday or Sunday, or any public holiday observed in Australia or in the Australian state of Victoria.

**Direct Debit** means an arrangement that You have with your Financial Institution to allow the Association to transfer money from your Account to the Association.

**Donation** means a gift, grant or any other forms of conveyance of money voluntarily given to the Association, without the expectation of a return of service as per the relevant Service Agreement and in accordance with the Donation Guidelines.

**Donation Guidelines** means a document provided by the Association to potential donors that outlines the Association's governance, policies and procedures in relation to donations and bequests, to be in accordance with the Association's purposes, the Australian Charities and Not-for-Profits Commission (ACNC) and the Fundraising Institute of Australia's Code.

**Financial Institution** means the financial institution that holds and maintains your Account,

from which the Association is authorised to arrange for funds to be debited for transfer to the Association as specified in your Payment and Donation Form.

**Offices** means registered offices of The Graduate Union located at 220 Leicester Street, Carlton, Victoria, Australia 3053, or any other offices which subsequently become the Association's registered offices.

**Payment or Donation Form** means an Automatic Payment Request form or any other payment or donation form issued by the Association.

**Privacy Policy** means the policy adopted by the Association to adhere to the Australian Privacy Principles.

**Returned Unpaid Transaction** means non-payment from your Account to the Association because of insufficient funds in your Account.

**Scheduled Payment Date** means the nominated payment date specified on the Payment or Donation Form.

**Service Agreement** means all agreements binding You and the Association, including, but not limited to the Residential Agreement, Membership Agreement, Event Booking Form and Agreement, Car Parking Booking Form and Agreement, and all other agreements and Terms and Conditions for services offered by the Association.

**You** means the individual who has signed, or authorised by other acceptable means, the Payment and Donation Form issued by the Association, and who is a party to this Automatic Payment Service Agreement.

## **2. Initial terms of the arrangement**

**2.1** Your completion and signature of the Payment or Donation Form authorises the Association to arrange for funds to be periodically (where applicable) debited from your Account in accordance with the terms of the relevant Payment and Donation Form, this Agreement, the corresponding Service Agreements and Donation Guidelines, where applicable, for products or services rendered by the Association, or for donations to the Association or to the trusts of which the Association is a trustee.

## **3. Eligible payment methods**

**3.1** You may make Direct Debit and Automatic Payments from an eligible cheque or savings account, debit card or credit card.

## **4. Setting up your payment method**

**4.1** You can set up your payment method by:

- (a) completing the Payment or Donation Form that is sent to You by email or by post, or made available on the website or from the Offices of the Association; and
- (b) submitting the completed Payment or Donation Form to the Offices of the Association by email as attachment, by post, in person or through the Association's website.

## **5. Debiting your Account**

**5.1** The first payment drawn under this Agreement will occur on the nominated date specified on the Payment and Donation Form. The date of this first payment should be in accordance with the corresponding Service Agreements and Donation Guidelines where applicable.

**5.2** If the scheduled date for a payment is not a Banking Business Day, the payment will be drawn on the next Banking Business Day following the Scheduled Payment Date.

## **6. The Association's rights and obligations to change Agreement terms**

**6.1** The Association may vary any details of this Agreement or an Automatic Payment Request at any time by giving You at least fourteen (14) days written notice.

**6.2** If a change to this Agreement, to relevant Service Agreements or to the Automatic Payment is required by law, for security reasons, to prevent fraud or for technical reasons, the Association will endeavour to provide You with written notice three (3) days prior to the change.

## **7. Your rights and obligations**

**7.1** You may change, stop, defer or alter your Automatic Payment, or terminate this Agreement by providing written notice to the Association at least seven (7) days prior to your scheduled Automatic Payment.

**7.2** Should You arrange for changes to be made via your Account or directly with your Financial Institution, You must provide written notice about the change to the Association at least seven (7) days prior to your scheduled Automatic Payment.

**7.3** It is your responsibility to ensure that:

- (a) your Account and Financial Institution can accept Direct Debits and Automatic Payments;
- (b) You contact your Financial Institution if You have any questions on making Direct Debits or Automatic Payments from your Account;
- (c) the details provided for your Account and Financial Institution are correct;
- (d) all authorised signatories to the Account sign the required and relevant Payment and Donation Form;
- (e) sufficient cleared funds are present in your Account when the payments are to be drawn in accordance with the Payment and Donation Form and this Agreement;
- (f) alternative methods of payment that are acceptable to the Association are arranged in time to process the required payment if a Direct Debit or an Automatic Payment defaults;
- (g) You advise the Association if the Account is transferred or closed, the Account details change, or if any other relevant changes are made to the Account; and
- (h) You check your Account statement to verify that the amounts debited are correct.

## **8. Defaults and Late Payments**

**8.1** If any payment fails to be processed (i.e., defaults), an attempt will be made to debit your Account on the following two Business Banking Days after your Scheduled Payment Date.

**8.2** If the first payment from your Account defaults after two or more debit attempts are returned unpaid, the Association reserves the right to cancel this Agreement.

**8.3** For Returned Unpaid Transactions and in accordance with the relevant Service Agreements, the Association reserves the right to:

- (a) suspend services until the outstanding charges are paid;
- (b) impose a non-payment fee and any other relevant penalties; and
- (c) treat the payment as if it were never made.

**8.4** Your Financial Institution may charge a fee and impose other penalties for Returned Unpaid Transactions.

**8.5** Clauses 8.3.1 and 8.3.2 do not apply to any Returned Unpaid Transactions that are considered donations or transactions in accordance with the Donation Guidelines.

## **9. Dispute**

**9.1** If You believe that there has been an error in debiting your Account, You should notify the Association in writing, giving details of your concern.

**9.2** If your concern relates to payments already made, You may not have access to those funds while the Association assesses the details of your concerns.

**9.3** If your Account was found to be incorrectly debited, the Association will arrange for the Financial Institution of your Account to adjust your Account accordingly; and will notify You in writing of this adjustment.

**9.4** If on reasonable grounds, your Account was found to be debited correctly, the Association will notify You in writing giving details of these findings.

**9.5** If You believe that your concern has not been resolved, You may refer your concern to your Financial Institution.

## **10. Confidentiality**

**10.1** The Association keeps confidential all information provided by You to the Association on the Payment and Donation Form.

**10.2** This confidential information will be disclosed to the Financial Institution only at your request.

**10.3** The Association will make all reasonable efforts to keep secure any such confidential information and to ensure that the Association's employees and agents do not make any unauthorised use, modification, reproduction or disclosure of your confidential information.

**10.4** For more detailed information about how the Association collects, uses and discloses your personal information, refer to the Association's Privacy Policy.