

# Direct Debit Request and Service Agreement

## Direct Debit Request

request and authority to debit the account named below to pay St.LukesHealth

### Request and authority to debit

surname or company name

given names ('you') or ACN/ABN

Request and authorise St. Luke's Medical and Hospital Benefits Association (13665) to arrange for any amount St. Luke's Medical and Hospital Benefits Association may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement.

financial institution name

financial institution address

### Details of accounts to debited

payment frequency:  week  fortnight  commencing on Friday  /  /   
 month  quarter  commencing on  /  /   
 half year  year

name in which account is held

account number

bsb number

     

If you are registered for EFT Benefit payments do you want future benefit payments deposited into this account also  yes  no

### Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and St.LukesHealth as set out in this Request and in your Direct Debit Request Service Agreement. (If signing for a company, sign and print full name and capacity for signing eg. director). This request overrides any previous request.

signature

date

 /  / 

address

suburb

postcode

The information that you supply to us regarding your nominated account will be kept private and confidential and we will not use it for any purpose other than the direct debit arrangement, without your consent.

**office use only**

membership number/s

DDR-SA issued

# Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with **St.Luke's Medical and Hospital Benefits Association** (ABN 81 009 479 618).

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.

## 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**.

**banking day** means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by **you** to **us** is made (monthly, quarterly, half yearly and yearly direct debit payments are deducted on the 25th of the month, or within 2 business days after the 25th. Weekly and fortnightly direct debit payments are deducted in advance on the Friday of each week or fortnight, or within 2 business days after).

**direct payment** means a particular transaction where a debit has been made.

**direct debit request** means the Direct Debit Request between **us** and **you**.

**us** or **we** means **St.Luke's Medical and Hospital Benefits Association**, (the Debit User) **you** have authorised by requesting a **Direct Debit Request**.

**you** means the customer who signed the **Direct Debit Request**.

**your financial institution** is the financial institution nominated by **you** on the DDR at which the **account** is maintained.

## 1. Debiting your account

- 1.1 By signing a **Direct Debit Request**, or by providing **us** with a valid instruction, **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**.
- 1.3 If the **debit day** falls on a day that is not a **banking day**, **we** may direct **your financial institution** to debit **your account** on the following **banking day**. If **you** are unsure about which day **your** account has or will be debited **you** should ask **your financial institution**.

## 2. Amendments by us

- 2.1 **We** may vary details of this **Agreement** or a **Direct Debit Request** at any time by giving **you** at least fourteen (14) days written notice.

## 3. Amendments by you

- 3.1 **You** may change, stop or defer a debit payment, or terminate this Agreement by providing **us** with at least seven (7) days notification by writing to:  
**St.Luke's Medical and Hospital Benefits Association,**  
**PO Box 915, Launceston TAS 7250**

## 4. Your obligations

- 4.1 It is **your** responsibility to ensure that there were 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 **St.Luke's Medical and Hospital Benefits Association** is liable to pay goods and service tax ("GST") on a supply made in connection with this **Agreement**, then **you** agree to pay **St.Luke's Medical and Hospital Benefits Association** 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 **1300 651 988** and confirm that 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 your **financial institution** direct.
- 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 been incorrectly debited **we** will respond to **your** query by providing **you** with reasons and any evidence for this finding in writing.

## 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 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 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 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 the 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 **St.Luke's Medical and Hospital Benefits Association, PO Box 915, Launceston TAS 7250**
- 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 on the third **banking day** after posting.