



**Flinders**  
UNIVERSITY

# 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><b>Definitions</b></p>	<p><b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day other than a Saturday or Sunday or Public Holiday listed throughout South Australia</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made</p> <p><b>direct debit request (DDR)</b> means the Direct Debit Request (DDR) between <i>us</i> and <i>you</i>.</p> <p><b>us or we</b> means <i>Flinders University – Flinders Living</i> (the Debit User) <i>you</i> have authorised by requesting a <i>DDR</i>.</p> <p><b>you</b> means the customer who has signed or authorised by other means the <i>DDR</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by <i>you</i> on the <i>DDR</i> at which the <i>account</i> is maintained.</p>
<p><b>1 Debiting your account</b></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><b>2 Amendments by us</b></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 <b>fourteen (14) days</b> written notice.</p>
<p><b>3 Amendments by you</b></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 <b>fourteen (14) days</b> notification by writing to:</p> <p><b>Flinders Living, GPO Box 2100, Adelaide, SA 5001</b> or</p> <p><b>Email: <a href="mailto:flinders.living@flinders.edu.au">flinders.living@flinders.edu.au</a></b> or</p> <p>Arranging it through <i>your financial institution</i> (in which case Flinders Living needs to also be notified).</p>

<p><b>4 Your obligations</b></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 <b>Flinders University – Flinders Living</b> 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 <b>Flinders University – Flinders Living</b> 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 <b>three (3) times</b> by <i>your financial institution</i> this <i>DDR</i> will be terminated and all outstanding monies will be payable immediately.</p>
<p><b>5 Dispute</b></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: <b>Flinders Living, phone 08 7221 8900</b> 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><b>6 Accounts</b></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><b>7 Confidentiality</b></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><b>8. Notice</b></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 <b>Flinders Living, GPO Box 2100, ADELAIDE SA 5001</b> or email <a href="mailto:flinders.living@flinders.edu.au">flinders.living@flinders.edu.au</a></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>

**9. 2020 Dates**

**2020** Direct Debits will processed on the following dates:

<u>Term 1</u>	<u>Term 2</u>	<u>Term 3</u>	<u>Term 4</u>
21 February	1 May	10 July	18 September
6 March	15 May	24 July	2 October
20 March	29 May	7 August	16 October
3 April	12 June	21 August	30 October
17 April	26 June	4 September	13 November

Where a direct debit date above falls on a public holiday, the direct debit will be processed on the following work day.