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.

### 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 Public Holiday listed throughout South 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 (DDR)** means the Direct Debit Request (DDR) between us and you.
- **us or we** means Flinders University – Flinders Living (the Debit User) you have authorised by requesting a DDR.
- **you** means the customer who has signed or authorised by other means the DDR.
- **your financial institution** means 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 (DDR) or by providing us with a valid instruction, you have authorised us to arrangement for funds to be debited from your account. You should refer the DDR 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 DDR.

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 any details of this agreement or a DDR 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 fourteen (14) days notification by writing to:

Flinders Living, GPO Box 2100, Adelaide, SA 5001  or

Email: flinders.living@flinders.edu.au  or

Arranging it through your financial institution (in which case Flinders Living needs to also be notified).
## 4 Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account at to allow a debit payment to be made in accordance with the DDR.

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 the next debit payment so that we can process an extra debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

4.4 If Flinders University – Flinders Living is liable to pay good and services tax (GST) on a supply made in connection with this agreement, then you agree to pay Flinders University – Flinders Living on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4.5 If your debit payment is rejected three (3) times by your financial institution this DDR will be terminated and all outstanding monies will be payable immediately.

## 5 Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly: Flinders Living, phone 08 7221 8900 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 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 arrangement 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 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 to us are correct by checking them against a recent account statement; and

(c) with your financial institution before completing the DDR is you have any queries about how to complete the DDR.

## 7 Confidentiality

7.1 We will keep any information (including your account details) in your DDR confidential. We will make reasonable effort 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 Flinders Living, GPO Box 2100, ADELAIDE SA 5001 or email flinders.living@flinders.edu.au

8.2 We will notify you by sending a notice to the address you have given us in the DDR or alternatively your Flinders email address.

8.3 Any notice will be deemed to have been received on the third banking day after posting.
### 9. 2022 Dates

**2022 Direct Debits** will be processed on the following dates:

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<thead>
<tr>
<th>Term 1</th>
<th>Term 2</th>
<th>Term 3</th>
<th>Term 4</th>
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<tbody>
<tr>
<td>18 February</td>
<td>29 April</td>
<td>8 July</td>
<td>16 September</td>
</tr>
<tr>
<td>4 March</td>
<td>13 May</td>
<td>22 July</td>
<td>30 September</td>
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<tr>
<td>18 March</td>
<td>27 May</td>
<td>5 August</td>
<td>14 October</td>
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<tr>
<td>1 April</td>
<td>10 June</td>
<td>19 August</td>
<td>28 October</td>
</tr>
<tr>
<td>15 April</td>
<td>24 June</td>
<td>2 September</td>
<td>11 November</td>
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Where a direct debit date above falls on a public holiday, the direct debit will be processed on the following work day.