

Direct Debit Service Agreement



AUSTRALIAN
CONSERVATION
FOUNDATION

Terms + Conditions of Monthly EarthVoice Donations

Thank you so much for joining the Australian Conservation Foundation's EarthVoice community. Below are the terms and conditions of your monthly payments directly debited from your bank account.

Direct debit request service agreement

1. **Debiting your account.** You have authorised us to arrange for funds to be debited from your account in accordance with the terms and conditions of this Agreement.
 - a. We will debit your account for the amount authorised on the nominated day of each month after this request is received for donations.
 - b. 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 nearest 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.** We may vary should any details of this Agreement or a Direct Debit Request change at any time by giving you at least 14 days' written notice.
3. **Changes by you.** You may change the arrangements under a Direct Debit Request by contacting us on 1800 223 669 or email earthvoice@acf.org.au, subject to the following:
 - a. If you wish to stop or defer a debit payment, you must notify us in writing at least 14 days before the next debit day.
 - b. You may cancel your authority for us to debit your account at any time by providing written notice at least 14 days before the next debit day.

You can also contact your financial institution to arrange cancellation of the direct debit.

4. **Your obligations.** It is your responsibility to:
 - a. 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. If there are insufficient clear funds in your account to meet a debit payment:
 - i. You may be charged a fee and /or interest by your financial institution
 - ii. You may also incur fees or charges imposed or incurred by us
 - iii. 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.
 - b. Check your account statement to verify that the amounts debited from your account are correct.
 - c. Check 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.
 - d. Ensure your account details which you have provided to us are correct, by checking them against a recent account statement.
 - e. Check with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.
5. **Dispute.**
 - a. If you believe that there has been an error in debiting your account, you should notify us directly on 1800 223 669 or email earthvoice@acf.org.au and confirm that notice

in writing with us as soon as possible so that we can resolve your query.

- b. If we conclude as a result of our investigations that your account has been incorrectly debited by ACF, we will respond to your query by arranging for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
 - c. 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.
 - d. 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. **Confidentiality.** Subject to the terms of ACF's Privacy Statement and Policy, ACF will:
- a. Keep information provided by you (including your account details) confidential.
 - b. Make every reasonable effort to keep such information 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 data.
 - c. Not disclose such information unless and to the extent specifically required by law or any regulatory authority, as contemplated by ACF's Privacy Statement and Policy or for the purposes of performing this Agreement.

7. **Limitation of Liability.**

Subject to and to the extent permitted by applicable law, under no circumstances shall we be liable to you for any loss or damage that you may suffer arising from the debit arrangements set out in the Agreement, even if we have been advised of the possibility of such loss or damage occurring.

8. **ACF's Privacy Statement and Privacy Policy.**

All information provided by you to ACF is collected and used by ACF in accordance with ACF's Privacy Statement and Privacy Policy. By providing your personal information, you consent to your personal information (including your sensitive information) being collected, used and disclosed as set out in the Privacy Statement and in our Privacy Policy, which is available at www.acf.org.au/privacy_statement. This explains how we collect and use your personal information, security and access to your information, and what to do if you have a privacy complaint.

ACF may disclose any personal information you provide to us to companies who provide services on our behalf such as mailhouses, database hosts, digital service providers, and volunteers or contractors assisting us with our work, as well as like-minded organisations that also wish to achieve environmental and sustainability outcomes. You can request access to and correct the information we hold about you at any time unless there is a legal reason not to comply with the request. If you have any enquiries or wish to make a complaint, please send an email to our Privacy Officer at privacy@acf.org.au, call our Supporter Services team at **1800 223 669** or write to us at **Level 1, 60 Leicester Street, Carlton Victoria 3053.**

Australian Conservation Foundation

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Web www.acf.org.au

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 @AusConservation

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