

DESTINY RESCUE DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

General

1. This is your Direct Debit Request (DDR) Service Agreement with Destiny Rescue Limited (ABN: 16 394 284 169). It explains 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.
2. Please keep this agreement 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 authorisation. This agreement can be downloaded & printed from our website: www.destinyrescue.org

How to Contact Us

3. You can contact us directly or alternatively contact your financial institution. Contact should be made at least 7 working days prior to the next scheduled drawing date. You may contact us as follows:

Phone: 1300 738 761

Email: finance@destinyrescue.org

Mail: PO Box 1197, BUDDINA QLD 4575

Definitions

Account means the account (bank, building society or credit card) 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 a Sunday or a public holiday listed throughout 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 means the Direct Debit Request between *us* and *you*.

Us or we means Destiny Rescue Limited (ABN: 16 394 284 169) *you* have authorised by initiating a *Direct Debit Request*.

You means the customer who has signed or authorised by other means the *Direct Debit Request*.

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

Debiting your account

4. By signing a *Direct Debit Request* or by providing *us* with a valid instruction (including electronic authorisation), *you* have authorised *us* to arrange for funds to be debited from your *account*. *You* should refer to the *Direct Debit Request* and to this *agreement* for the terms of the arrangement between *us* and *you*.
5. *We* will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.
6. Funds will be debited from *your account* on the day of initial transaction and each subsequent period after, except for certain months where the nominated day i.e. the 29th, 30th or 31st does not occur. In such cases *your account* may be debited on the last day of the month. If you are uncertain when the payment will be debited from your account, please check with *us*.

Amendments by us

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

Amendments by you

8. *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:

Mail: PO Box 1197, BUDDINA QLD 4575

OR

Email: finance@destinyrescue.org

Alternatively, you can call *us* on 1300 738 761 or contact *your financial institution*, which is required to act promptly on your instructions.

Your obligations

9. It is *your* responsibility to 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*.

10. 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*.

11. *You* should be aware that it is current protocol for our system to automatically attempt to re-draw the declined *debit payment* within **five (5) days** of when the initial unpaid *debit payment* occurred. 12. *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

Dispute

13. If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 1300 738 761 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 directly with *your financial institution*.

14. 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.

15. 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.

Accounts

16. *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 *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

Confidentiality

17. We will keep any information (including *your account* details) in your *Direct Debit Request* confidential. We will make reasonable efforts 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.

18. 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 queries or claims).

Notice

19. If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:

Mail: PO Box 1197, BUDDINA QLD 4575

OR

Email: finance@destinyrescue.org

20. We will notify *you* by sending a notice in the ordinary post to the address you have given *us* in the *Direct Debit Request*.

21. Any notice will be deemed to have been received on the third *banking day* after posting.
