



## TERMS & CONDITIONS

This is your direct debit service agreement with Kids Under Cover, as part of Board for a Cause® regular giving initiative. It explains what your obligations are when undertaking this arrangement with us and it also details what our obligations are to you.

Please keep this agreement for future reference as our terms and conditions.

### 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 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.

**online payment form** means the online form completed by you to authorise debit payments to us

**us** or **we** means Kids Under Cover

**you** means the customer who has signed or authorised by other means the debit payment

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

### 1. DEBITING YOUR ACCOUNT

- 1.1 By completing the online payment form via [boardforacause.org.au](http://boardforacause.org.au) or by providing us with a valid instruction, you have accepted these terms and conditions and authorised us to arrange for funds to be debited from your account.
- 1.2 We will only arrange for funds to be debited from your account as authorised by you in the online form (1<sup>st</sup> or 15<sup>th</sup> of each month).
- 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. AMMENDMENTS BY US

- 2.1 We may vary any details of this agreement at any time by giving you at least fourteen (14) days' written notice. This may be via email.

## 3. AMMENDMENTS BY YOU

- 3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 30 days notification by email:

boardforacause@kuc.org.au

or

by phone (03) 9429 7444 during business hours;

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us (Kids Under Cover) of your new account details.

## 4. YOUR OBLIGATIONS

- 4.1 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 this agreement.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment;
- a) we will try again in seven (7) days at no extra cost
  - b) you may be charged a fee and/or interest by your financial institution
  - c) your regular payments will continue thereafter as you have authorised
- 4.3 If after seven (7) days there are still insufficient clear funds in your account to meet a debit payment, we will try again in another seven (7) days.

If after the second attempt there are still insufficient clear funds 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) we will contact you by phone or email to 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.
- 4.4 You should check your account statement to verify that the amounts debited from your account are correct. These appear in you bank statement as "Kids Under Cover".

## 5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (03) 9429 7444 and/or by email boardforacause@kuc.org.au as soon as possible so that we can resolve your query quickly. Alternatively, you can take it up directly with your financial institution.

- 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 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**

- 6.1 You should check:
- a) your account details which you have provided to us are correct by checking them against a recent account statement; and
  - b) with your financial institution before completing the online payment form if you have any queries about the authority

## **7. CONFIDENTIALITY**

- 7.1 We will keep any information (including your account details) 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.
- 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 email [boardforacause@kuc.org.au](mailto:boardforacause@kuc.org.au) or write to:
- Kids Under Cover  
Attention: Board for a Cause team  
PO Box 5141, Burnley VIC 3121
- 8.2 We will notify you by sending a notice to the postal or email address you have given us in the online payment form.