



Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with **The 40K Home Foundation Incorporated ABN 53 861 767 174**. 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.

This agreement forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions	<p>account means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>Billing period means the four-weekly cycle from which <i>we</i> debit your account</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means The 40K Home Foundation Inc <i>you</i> have authorised by signing a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p>

<p>2. Amendments by us</p>	<p>2.1 <i>We</i> may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (14) days written notice.</p>
<p>3. Amendments by you</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 fourteen (14 days) notification, subject to Clause 4 below, by writing to:</p> <p>The 40K Home Foundation Incorporated PO Box 617 Gordon NSW AUSTRALIA 2072</p> <p><i>or</i></p> <p>by telephoning us on (02) 9221 4030 during business hours;</p> <p><i>or</i></p> <p>by sending an email to jukebox@40khome.org entitled ‘<i>Cancellation of Jukebox subscription</i>’ with your name, email, and address provided.</p>
<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 By signing up to this agreement, <i>you</i> agree to subscribe to the service for a minimum of three (3) billing periods, but thereafter can terminate the subscription at any time in accordance with this agreement.</p> <p>4.3 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> should notify us five (5) business days before your nominated billing date, or</p> <p>(b) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; and</p> <p>(c) in the case of (b) above, <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>.</p> <p>4.4 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> <p>4.4 If The 40K Home Foundation Inc is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay The 40K Home Foundation Inc on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5 Dispute</p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly by calling us on (02) 9221 4030 as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>

<p>6. Accounts</p>	<p><i>You should check:</i></p> <ul style="list-style-type: none"> (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. (b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
<p>7. Confidentiality</p>	<p>7.1 <i>We will keep any information (including your account details) in your Direct Debit Request confidential. We will make all 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.</i></p> <p>7.2 <i>We will only disclose information that we have about you:</i></p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</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</p> <p style="text-align: center;">The 40K Home Foundation Incorporated PO Box 617 Gordon NSW 2072</p> <p>8.2 <i>We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</i></p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking</i> day after posting.</p>