



The following is your direct debit service agreement with **Australian Ethical Superannuation Pty Ltd – ABN: 43 079 259 733**. 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 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 **Australian Ethical Superannuation Pty Ltd**, (the debit user) *you* have authorised by requesting 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.

## 1. Debiting your account

1.1 By signing a *direct debit request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* 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 *direct debit request*.

or

*We* will only arrange for funds to be debited from *your account* if *we* have sent to the address nominated by *you* in the *direct debit request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

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. Changes by us

2.1 *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.

## 3. Changes 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:

**Australian Ethical Superannuation Pty Ltd  
PO Box 1916  
Wollongong NSW 2500.**

or

by telephoning *us* on 1300 134 337 during business hours;

or

arranging it through your own financial institution.

## 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 the *direct debit request*.

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 an agreed time so that *we* can process the *debit payment*.

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

4.4 If **Australian Ethical Superannuation Pty Ltd** is liable to pay goods and services tax ('GST') on a supply made in connection with this *agreement*, then *you* agree to pay **Australian Ethical Superannuation Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 1300 134 337 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 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 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

*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*.

## 7. Confidentiality

7.1 *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.

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

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

**Australian Ethical Superannuation Pty Ltd  
PO Box 1916  
Wollongong NSW 2500.**

8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.

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