

# DIRECT DEBIT REQUEST

## Service Agreement for payment of annual membership subscriptions

### Definitions

<i>Account</i>	means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.
<i>Agreement</i>	means this Direct Debit Request Agreement between <i>you</i> and <i>us</i> .
<i>Business day</i>	means a day other than a Saturday or Sunday or a public holiday.
<i>Debit payment</i>	means a particular transaction where a debit is made.
<i>Direct Debit Request</i>	means the Direct Debit Request between <i>you and us</i> (and includes any form PD-C approved for use in the <i>transitional period</i> ).
<i>Transitional period</i>	means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.
<i>Us or we</i>	means the Melbourne Cricket Club <i>you</i> have authorised by signing a <i>direct debit request</i> .
<i>You</i>	means the customer (member) who signed the <i>direct debit request</i> .
<i>Your financial institution</i>	is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.

### Debiting your account

- 1.1. By signing a *direct debit request*, 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 *you and us*.
- 1.2. We will only arrange for funds to be debited from *your account* if we have sent to *you* a billing advice which specifies the amount payable by *you* to *us* and the date the debit will take place.
- 1.3. Billing advices will be sent to your nominated email address, unless alternative arrangements have been agreed by *us*. It is your responsibility to check your email and notify *us* if you fail to receive a billing advice.
- 1.4. 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 following *business day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

## Changes by us

- 2.1. We may vary details of this *agreement* or a *direct debit request* at any time by giving you at least fourteen (14) days' written notice.

## Changes by you

- 3.1. Subject to 3.2 and 3.3, you may change the arrangements under a *direct debit request* by contacting the Melbourne Cricket Club on (03) 9657 8888 or via email.
- 3.2. If you wish to stop or defer a *debit payment* you must notify us in writing (e-mail accepted) at least 7 days before the next *debit day*. This notice should be given to us in the first instance.
- 3.3. You may also cancel your authority for us to debit your account at any time by giving us 7 days notice in writing before the next *debit day*. This notice should be given to us in the first instance.

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

## Dispute

- 5.1. If you believe that there has been an error in debiting your account, you should notify us directly on (03) 9657 8888 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2. If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by arranging a refund (including any charges you may have incurred)
- 5.3. If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4. 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. 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.

## Accounts

- 6.1. You should check:
  - a) With your financial institution whether direct debiting is available from your account as direct debiting through the Bulk Electronic Clearing System (BECS) 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

- 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 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).

### Notice

- 8.1. If *you* wish to notify *us* in writing about anything relating to this *agreement*, you should write to the Data Analyst via email ([membership@mcc.org.au](mailto:membership@mcc.org.au)) or post Melbourne Cricket Club, PO Box 175 East Melbourne Victoria 8002.
- 8.2. We will notify *you* by sending a notice to the email address *you* have provided to the club. Should no email address on file, the notice will be sent via post.
- 8.3. Any notice will be deemed to have been received when the electronic notification has been delivered or *three business days* after it is posted.

**Please retain this document for your records.**