

# DIRECT DEBIT/CREDIT CARD REQUEST SERVICE AGREEMENT

This agreement sets out the terms on which you have authorized UFUQ to arrange for union membership fees to be paid by direct debit from an account nominated by your or by charging your credit card.

## 1.1 Definitions

“account” means the account held at your financial institution for which we are authorised to arrange for funds to be debited.

“agreement” means this Direct Debit/Credit Card Fee 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” means UFUQ.

“you” means the customer who completed the Direct Debit Request or Credit Card Authority.

“your Financial Institution” mean the financial institution nominated by you on the DDR at which the account is maintained.

## 1. Paying your fees by Direct Debit or Credit Card

1.1 Completing a Direct Debit Request or Credit Card Authority authorises UFUQ to collect all instalments and other amounts due to be paid by you at the times and in the instalments that you have selected in your Direct Debit Request or Credit Card Authority.

1.2 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 next banking day. If you are unsure about which day your account has or will be debited you should contact your financial institution.

1.3 You should be aware that:

1.4 direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and

1.5 You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial

Institution.

If you are in any doubt, please check with your Financial Institution before completing the drawing authority.

## **2. Amendments by us**

- 2.1 We may vary any details of this agreement, the amount(s) payable, a Direct Debit Request or Credit Card Authority at any time by giving you at least fourteen (14) days' written notice.

## **3. Amendments by you**

For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should:

- (a) Telephone the Union Office on 1800 816 589 or 07 3844 0366 or email [debit@ufuq.com.au](mailto:debit@ufuq.com.au) or contact your financial institution directly.

**And**

- (b) Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

## **4. Your obligations**

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 a Direct Debit Request or sufficient credit for a credit card payment in accordance with a Credit Card Authority.

- 4.2 If a payment is unsuccessful, UFUQ reserves the right to attempt to redraw at such times as it determines.
- 4.3 If there is insufficient funds/credit available;
- (a) you may be charged a fee and/or interest by your financial institution;
  - (b) you may also incur fees or charges imposed incurred by us; and
  - (c) you must arrange for the payment to be made by another method or arrange for funds to be made available in your account so that we can process the payment and ensure that your membership remains current. *(A maximum of a four week grace period for members will be given).*
- 4.4 If UFUQ is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay UFUQ on demand an

amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## **5. Accounts**

- 5.1 You should check 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.

## **7. Confidentiality**

- 7.1 We will keep any information (including your account details) in your Direct Debit Request or Credit Card Authority confidential.
- 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. Notices**

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

United Firefighters Union, Ground Floor, 286 Montague Road, West End, Queensland 4101.

- 8.2 We will notify you by sending an email to the email address you have provided us in the Membership Application but any notification may be sent by ordinary post.
- 8.3 Any notice sent by email will be deemed to have been received on the same day that it was sent. Any notice sent by post will be deemed to be received on the second business day after posting.



United Firefighters' Union of Australia, Union of  
Employees, Queensland  
ABN: 97 709 271 604

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West End Queensland 4101  
Telephone: (07) 3844 0366 Facsimile: (07) 3844 0367  
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