



MELBOURNE CRICKET CLUB

Direct Debit Request

Service Agreement for payment of annual membership subscriptions

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 Agreement between *you* and *us*.

business day means a day other than a Saturday or Sunday or a public holiday.

debit payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between *you and us* (and includes any form PD-C approved for use in the *transitional period*).

Transitional period 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.

us or *we* means the Melbourne Cricket Club *you* have authorised by signing a *direct debit request*.

you means the customer (member) who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* 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) 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.