



MELBOURNE CRICKET CLUB

MCCFlexipay Part Payment Plan Direct Debit Request Agreement

Terms and conditions for MCCFlexipay part payment plan for payment of annual membership subscriptions and other fees

Definitions

account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited. This may be a bank account or a Visa or MasterCard credit card account.

administration fee means an annual fee charged by us to administer *your* part payment plan for a *membership season*.

agreement means this MCCFlexipay Part Payment Plan Agreement between *you* and *us*.

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

debit day means the day on which payment will be processed against *your account*

debit payment means a payment by *you* where funds are debited from your *account*.

MCCFlexipay Part Payment Plan Direct Debit Request means the online form submitted by *you* acknowledging the *agreement* between *you* and *us* relating to the MCCFlexipay Part Payment Plan.

membership season means September 1 to August 31.

Us or *we* means the Melbourne Cricket Club *you* have authorised to process payments by submitting a *MCCFlexipay Part Payment Plan Direct Debit Request* for the MCCFlexipay Part Payment Plan.

you or *your* means the member who submitted the *MCCFlexipay Part Payment Plan Direct Debit Request*.

your financial institution is the financial institution where *you* hold the *account*.

1. *Your MCCFlexipay Part Payment Plan and debiting your account*

1.1. By submitting a *MCCFlexipay Part Payment Plan Direct Debit Request*, *you* have agreed to these terms and conditions and authorise *us* to arrange for funds to be debited from *your account*. *You* should refer to the *MCCFlexipay Part Payment Plan Direct Debit Request* and this *agreement* for the terms of the arrangement between *you* and *us*.

1.2. *We* deduct *your* annual subscription fee and any entrance fee instalments in three (3) instalments which *we* will communicate to *you* prior to the start of the *membership season*.

1.3. If *you* choose to purchase optional extras that *we* offer prior to the first *debit payment* of each *membership season*, these optional extras will be payable in full with the first *debit payment* of each *membership season*



- 1.4. An *administration fee* will be included in the first *debit payment* of each *membership season*. The *administration fee* will be stated on *your* annual renewal notice.
- 1.5. *Your* MCC Part Payment Plan will be automatically rolled over each *membership season*. If *you* do not wish to have *your* MCC Part Payment Plan roll over into a new *membership season*, *you* may cancel *your* authority for *us* to debit *your* account in accordance with clause 3.2.
- 1.6. If *you* wish to terminate *your* MCCFlexipay Part Payment Plan during a *membership season*, *you* must do so in accordance with clause 3.2. However *you* must pay all outstanding amounts for that *membership season* in full within [7] days of terminating *your* MCCFlexipay Part Payment Plan.
- 1.7. *We* will only arrange for an instalment 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.
- 1.8. A billing advice will be sent to *your* nominated email address at least 15 business days prior to the first instalment *debit day* of a *membership season*, 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.
- 1.9. 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 contact *us* on (03) 9657 8888 or *your* financial institution.

2. Changes by *us*

- 2.1. *We* may vary details of this *agreement* at any time by giving *you* at least fourteen (14) days' written notice (including by email).

3. Changes by *you*

- 3.1. Subject to 3.2, *you* may change the arrangements under the *agreement* (for example, by deferring a *debit payment* or stopping a *debit payment*) by contacting *us* on (03) 9657 8888 or via email, or by contacting *your* financial institution.
- 3.2. *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* 7 days' notice in writing (email accepted) before the next *debit day* or by contacting *your* financial institution.

4. *Your* Obligations

- 4.1. It is *your* responsibility to ensure that the account details *you* have provided are correct, including notifying *us* if *your* credit card details change, and that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *MCCFlexipay Part Payment Direct Debit Request* and the *agreement*.
- 4.2. If *your* *debit payment* is returned or dishonoured by *your* financial institution:
 - a) a second attempt to process *your* *debit payment* will be made within two business days;
 - b) *you* will be notified in writing of the failed *debit payment*;

- c) *you* may be charged a fee and/or interest by *your financial institution*;
- d) *you* may also incur fees or charges imposed or incurred by *us*; and
- e) *you* must arrange for the instalment payment to be made by another method immediately.
- f) *Your* membership entitlements will be suspended from due date of *your* instalment payment until *we* receive the full amount of the instalment payment.

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

5. 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 providing *you* with reasons and any evidence for this finding.

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 arranging a refund (including any charges *you* may have incurred).

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 *debit payment* and may lodge a claim on *your* behalf.

6. 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) for bank account debits 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 from *your financial institution*; and
- c) with *your financial institution* before completing the *MCCFlexipay Part Payment Plan Direct Debit Request* if *you* have any queries about how to complete the *MCCFlexipay Part Payment Plan Direct Debit Request*.

7. Confidentiality

7.1. *We* will keep any information (including *your* account details) in your *MCCFlexipay Part Payment Plan 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 make reasonable efforts to ensure that when capturing your credit card information that it is done so in accordance with the relevant Payment Card Industry Data Security Standard (PCI DSS).*
 - 7.3. *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 alleged incorrect or wrongful debit).*
8. 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 us. If there is no email address on file, the notice will be sent via post.*
 - 8.3. *We may also provide notice of details regarding your MCC Part Payment Plan by email, SMS message to the mobile phone number you have provided us, or by post.*
 - 8.4. *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.