

Direct Debit Request Service Agreement

All monies donated by you to Starlight Children's Foundation will be received in their entirety. We hereby notify you that 3rd party fundraising agencies are not allowed by law to deduct, hold or otherwise retain any proceeds of this charitable collection. Starlight Children's Foundation makes a separate service payment to 3rd party fundraising agencies based on agreed contractual performance standards. By utilising professional fundraising agencies, the aim of Starlight Children's Foundation is to minimise our fixed costs and ensure the greatest amount of resource is focused on helping our beneficiaries.

1. 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 and agree to be bound by the terms and conditions of this Agreement.
- 1.2 We will debit your account for the amount authorised in the Direct Debit Request on the agreed date of each month after this request is received.
- 1.3 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 nearest business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 1.4 If the debit fails, we will continue to attempt to claim the transaction before contacting you seeking your instructions.

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 Subject to 3.2 and 3.3, you may change the arrangements under a Direct Debit Request by contacting us on 1300 727 827 or by email: smiles@starlight.org.au
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing via email on smiles@starlight.org.au or via post at PO Box 101, St Leonards NSW 1590 at least 14 days before the next debit day.
- 3.3 You may cancel your authority for us to debit your account at any time by providing written notice at least 14 days before the next debit day. You can also contact your financial institution to arrange cancellation of the direct debit.

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 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
 - 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.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 727 827 or email smiles@starlight.org.au and confirm that notice in writing with us as soon as possible so that we can resolve your query.
- 5.1 If we conclude as a result of our investigations that your

account has been incorrectly debited by Starlight we will respond to your query by arranging for your financial institution to adjust your account 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
- 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 between us and you. If we cannot resolve the matter you can still refer to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

You should check:

- a) with your financial institution whether direct debiting is available from your account as direct debiting is not offered by all financial institutions;
- b) that 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. Your Privacy

- 7.1 We collect, use and disclose our stakeholders personal information to carry out the functions and activities of Starlight including to process donations, to comply with our legal obligations, to recruit, train and manage our team members, to maintain and update our records and to help us manage and provide our services. We may also use information to ask for support and to keep people informed about the ways in which our donors and supporters help us to make a difference to the lives of seriously ill children and their families. People have the right to opt out of any communications from Starlight. This will not stop them receiving receipts and other transactional communications as required by law. We may disclose personal information to third parties who assist us in providing services or who perform functions on our behalf (such as telemarketing agencies) To view our Privacy Policy please visit the website at www.starlight.org.au/privacy-policy or call 1300 727 827. If you would like to change how often you hear from us or do not wish to receive further communication from Starlight Children's Foundation please call us on 1300 727 827 or email smiles@starlight.org.au.

8. Limitation of Liability

- 8.1 Subject to and to the extent permitted by applicable law under no circumstances shall we be liable to you for any loss or damage that you may suffer arising from the debit arrangements set out in the Agreement, even if we have been advised of the possibility of such loss or damage occurring.