|  |  |
| --- | --- |
|  | Appendix 1 Direct Debit Request |

|  |  |
| --- | --- |
|  | Activ Foundation Limited327 Cambridge St Wembley WA 6014Accounts Receivables (08) 9387 0555Accounts.Receivables@activ.asn.au |
| Direct Debit Request |
| Request and Authority to debit the account named below to pay**Activ Foundation Limited Please sign and return to us via email or post.** |
| **Request and Authority to debit** | Your Surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Your Given names \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_“*you”*request and authorise **Activ Foundation Limited 630031** to arrange, through its own financial institution, a debit to your nominated account any amount **Activ Foundation Limited,**has deemedpayable by *you.*This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement. |
| **Insert the name and address of financial institution at which account is held** | **Financial institution name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Insert details of account to be debited** | **Name/s on account** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**BSB number (Must be 6 Digits)** |\_\_\_|\_\_\_|\_\_\_| - |\_\_\_|\_\_\_|\_\_\_|**Account number** |\_\_\_|\_\_\_|\_\_\_|\_\_\_|\_\_\_|\_\_\_|\_\_\_|\_\_\_|\_\_\_| |
| **Payment Details** | **Commencement date (DD/MM/YYYY)** \_\_\_\_/\_\_\_\_/\_\_\_\_**Frequency of Debit:** FortnightlyI/We request that you debit my account in accordance with the Direct Debit Agreement. |
| **Acknowledgment** | By signing and/or providing us with a valid instructionin respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Activ Foundation Limited** as set out in this Request and in your Direct Debit Request Service Agreement.  |
| **Insert your signature and contact details** | **Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature of account holder as above)**Address** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**E-mail** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date** \_\_\_ / \_\_\_ / \_\_\_ |

|  |  |
| --- | --- |
|  | Appendix 2 Direct Debit Request Service Agreement |

|  |  |
| --- | --- |
|  | Activ Foundation Limited327 Cambridge St Wembley WA 6014Accounts Receivables (08) 9387 0555Accounts.Receivables@activ.asn.au |
| Direct Debit Request Service Agreement |
| This is Your Direct Debit Service Agreement with Activ Foundation Limited ABN 11 553 592 765 ACN 060 921 271. It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider.Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation. |
| **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 Service 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** or **we** means **Activ Foundation Limited**, (the Debit User) You have authorised by requesting a Direct Debit Request.**You** means the customer/authorised representative who has signed or authorised by other means the Direct Debit Request.**Your financial institution** means the financial institution nominated by You on the DDR at which the account is maintained. |
| **1. Debiting Your account** | 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, 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 us and You.1.2 We will only arrange for funds to be debited from Your account as authorised in the Direct Debit Request. **or** We will only arrange for funds to be debited from Your Account if we have sent to the address or email nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to us and when it is due.1.3 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 following banking day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution. |
| **2. Amendments by Activ** | 1. We may vary any details of this agreement or a Direct Debit Request at any time by giving You at least thirty **(30) days** written notice.

The Activ Fee Schedule for accommodation, food and utilities is set at 75% of the Disability Support Pension and 100% of Commonwealth Rent Assistance. By signing this agreement, You are authorising Activ to amend Your direct debit amount when these fees change in-line with increases in the pension and rent assistance. The Activ Service Fees schedule will be posted on our website. To view the current fees please visit, <https://www.activ.asn.au/services/for-you-and-your-family/pricing/>.* 1. For any other variations, Activ will provide written notice of changes to your direct debit arrangement.
 |
| 3. **Amendments by You**  | 1. You may change\*, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (**14) days** notification by writing to:

Activ Foundation Limited327 Cambridge St Wembley WA 6014Accounts.Receivables@activ.asn.au **Or**by telephoning Accounts Receivables on **(08) 9387 0555** during business hours;**or** arranging it through Your own financial institution, which is required to act promptly on Your instructions. \*Note: in relation to the above reference to ‘change’, Your financial institution may ‘change’ Your debit payment only to the extent of advising us Activ Foundation Limited of Your new account details. |
| **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 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 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 there has been an error in debiting Your account, You should notify Accounts Receivables directly at **Accounts.Receivables@activ.asn.au** or call on **(08) 9387 0555** and confirm notice in writing with us as soon as possible so that we can resolve Your query. Alternatively, You can discuss directly with Your financial institution.5.2 If we conclude as a result of our investigations that Your account has been incorrectly debited we will respond to Your query by arranging for Your financial institution to adjust Your account (including interest and charges) 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 been correctly debited, we will respond to Your query by providing You with reasons and any evidence for this finding in writing. |
| **6. Accounts** | You should check:(a) with Your financial institution whether your account is eligible for direct debiting.(b) Your account details are correct by checking them against a recent account statement; and1. with Your financial institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.
 |
| **7. 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 have about You:(a) to the extent specifically required by law; or 1. for the purposes of this agreement (including disclosing information in connection with any query or claim).
 |
| **8. Notice** | * 1. If You wish to notify us in writing about anything relating to this agreement, You should write to

Activ Foundation Limited327 Cambridge St Wembley WA 6014Accounts.Receivables@activ.asn.au8.2 We will notify You by sending a notice to the nominated e-mail address provided in the ‘Direct Debit Request’ form, or alternatively via the ordinary post when no e-mail is supplied.8.3 Any notice will be deemed to have been received on the third banking day after posting or on the day an email is sent.  |