

## DIRECT DEBIT TERMS AND CONDITIONS

### 1. Debiting your card

- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited, using the card details provided and nominated by you. These card details will be stored compliant with the Payment Card Industry Data Security Standard (PCI DSS) requirements and the card will be debited on the debit day agreed to.
- 1.2 Your card will be debited once per month on or around the 17<sup>th</sup> of the month. The exception to this schedule is that the first instalment as a direct debit member will be debited on the date that your membership application is approved. If the debit day falls on a day that is not a business day, your card will be debited on the following business day. If you are unsure about which day your card has or will be debited you should raise this query with us by email.
- 1.3 If you are approved for membership from the 1<sup>st</sup> of the month until the 15<sup>th</sup> of the month, your billing period for the yearly membership will commence on the 1<sup>st</sup> of that month. If you are approved for membership from the 16<sup>th</sup> of the month until the last day of the month, your billing period for the yearly membership will commence on the 1<sup>st</sup> of the next month.

### 2. Changes by us

- 2.1 Each year your membership fee may be adjusted to reflect CPI increase and the cost of servicing your membership. You will be notified, to the email nominated by you in your AHRI profile, 45 days prior to any change in price. This will automatically be applied to your direct debit schedule.

### 3. Changes by you

- 3.1 All AHRI memberships are a commitment of a minimum of 12 months. Your membership will automatically be renewed for a further 12 months unless notice has been received by email to [enquiries@ahri.com.au](mailto:enquiries@ahri.com.au) at least 30 days prior to the end of your yearly membership cycle. Failure to do so will automatically renew your membership and a further twelve months of fees will be owing.
- 3.3 Members on monthly direct debit payment plans are required to commit to 12 months of membership payments and may not resign their membership prior to the 12-month period. If authority for us to debit your card is cancelled, all outstanding dues for the current 12-month membership period will be owing, payable in full in fourteen (14) days from the last debit day.
- 3.4 AHRI does not provide refunds on membership fees. Individual memberships are non-transferable.

### 4. Your obligations

- 4.1 It is your responsibility to ensure there are sufficient clear funds available on the card nominated by you in the direct debit agreement to allow a debit payment to be made in accordance with the direct debit request. It is your responsibility to provide correct card details and to update your card details prior to the expiration date.
- 4.2 If there are insufficient clear funds available on your card to meet a debit payment, incorrect card details are provided, or if the payment is in any way declined through AHRI's merchant gateway:
  - (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 providing updated card details or arranging for sufficient clear funds to be on your existing card within three (3) business days of the original debit date.

## DEFINITIONS

**card** means the credit or debit card nominated by you from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between you and us.

**business day** means a day other than a Saturday or a Sunday or a public holiday recognised in Victoria.

**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 the Australian Human Resources Institute Ltd (AHRI), you have authorised by signing a direct debit request.

**you or your** means the customer who signed the direct debit request.

**your financial institution** is the financial institution where the card you have elected to be debited is linked to.

## 6. Card Details

- 6.1 You should check:
  - (a) with your financial institution whether direct debiting is available from your card according to 6.2;
  - (b) your card details which you have provided to us are correct by checking them against a recent bank 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.
- 6.2 The direct debit service agreement is only applicable for Mastercard and Visa cards. Alternate card types will not be accepted or processed.
- 6.3 All debit payments will be debited on a monthly frequency irrespective of the membership type. The membership will be divided into twelve (12) payments over a 12-month period with the last payment to reflect the balance of your membership fee for the year. After the 12-month period, the membership will be extended automatically for a further 12-month period until we have been notified in writing by you according to 3.1.

## 7. Confidentiality

- 7.1 We will keep any information (including your card details) in your direct debit request confidential. We will make reasonable efforts to keep any such information we have about you secure and to ensure 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 we have about you:
  - (a) to the extent specifically required by law; or

You should check your bank statement to verify that the amounts debited from your card are correct.

- 4.3 It is your responsibility to ensure your contact details are correct and up to date on your AHRI records. This includes, but is not limited to, your email address, phone number and postal address.

**5. Dispute**

- 5.1 If you believe that there has been an error in debiting your card, you should notify us directly on (03) 9918 9230 and confirm that notice in writing with us as soon as possible so we can resolve your query quickly.
- 5.2 If we conclude as a result of our investigations that your card has been incorrectly debited, we will respond to your query and rectify the error accordingly.
- 5.3 If we conclude as a result of our investigations that your card has not 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 card should be directed to us in writing in the first instance so we can attempt to resolve the matter between us and you. 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.

- (b) for the purpose of this agreement (including disclosing information in connection with any query or claim).

**8. Notice**

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to [enquiries@ahri.com.au](mailto:enquiries@ahri.com.au). All notice from us will be via email to the nominated email address or by phone to the nominated phone number.
- 8.2 You will be notified by email to the nominated email address three months prior to the expiration date on your nominated card. A follow-up reminder will be sent the month before your nominated card details expire instructing you to update your card details.
- 8.3 Any notice will be deemed to have been received after delivery to the nominated email address.
- 8.4 A receipt of your payment will be made available online through your member account within three (3) business days after the debit day.