

The terms and conditions of this Agreement between Victor Chang Cardiac Research Institute (**VCCRI**) and you govern your sponsorship and/or donation (**Contribution**) to VCCRI. This agreement replaces any former agreement you may have entered with VCCRI.

<p>Definitions</p>	<p>Account means the bank account or credit card account (whichever is relevant) held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p>Agreement means this Direct Debit Request Service Agreement between you and us.</p> <p>Banking Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>Debit Day means the day that payment by you to us is due, either on the 2nd or 16th of each month, or the next working day following that date.</p> <p>Debit Payment means a particular transaction where a debit is made.</p> <p>Direct Debit Request means the Direct Debit Request between us and you.</p> <p>us or we means the VCCRI, (the Debit User) you have authorised by requesting a Direct Debit Request.</p> <p>you means the supporter who has signed or authorised by other means the Direct Debit Request.</p> <p>Your Financial Institution means the financial institution nominated by you on the DDR at which the card or bank account is maintained</p>
<p>1. Debiting your Account</p>	<p>1.1 By providing us with valid instructions over the phone or in writing (Direct Debit Request), you have authorised us to arrange for funds to be debited from your Account.</p> <p>1.2 We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request.</p> <p>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 the debit fails, we will re-attempt to debit your Account.</p> <p>1.4 We will pre-authorise \$1 against your credit card in order to validate the card details, this is for your added safety and security. This is not a charge against your Account.</p>
<p>2. Amendments</p>	<p>2.1 We may vary any details of this Agreement or your Direct Debit Request at any time by giving you at least twenty-eight (28) days written notice. Changes may include varying the amount of your Contribution, altering the frequency of the Contribution or altering the Debit Day. You will be bound by such changes unless you advise VCCRI that you do not agree to them by written notice to supportercare@victorchang.edu.au, or by phoning us on 1300 842 867 during business hours.</p> <p>2.2 We may terminate this Agreement by written notice to you at any time in our absolute discretion without giving any reasons to you.</p>

<p>3. Your rights</p>	<p>You may change, stop or defer a Debit Payment, or cancel this Agreement at any time by providing us with at least 14 days notification by emailing supportercare@victorchang.edu.au, or by phoning us on 1300 842 867 during business hours.</p>
<p>4. Your commitment (the supporter)</p>	<p>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.</p> <p>4.2 If there are insufficient clear funds in your Account to meet a Debit Payment:</p> <ul style="list-style-type: none"> a) you may be charged a fee and/or interest by Your Financial Institution; and b) you should 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. <p>4.3 It is your responsibility to advise us if the nominated bank account or credit card account is transferred or closed.</p> <p>4.4 You should check:</p> <ul style="list-style-type: none"> a) with Your Financial Institution whether direct debiting is available from your Account, and b) your Account details which you have provided to us are correct by checking them against a recent account statement.
<p>5. Resolution</p>	<p>5.1 It is your responsibility to advise us if you believe there has been an error in debiting your Account. You should notify us directly on 1300 842 867 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with Your Financial Institution.</p> <p>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 a refund of the amount debited to your nominated account.</p> <p>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 evidence for this finding in writing.</p>
<p>6. Our commitment to you</p>	<p>6.1 By you entering into this Agreement, VCCRI will obtain personal information about you, as that term is defined by the Privacy Act 1988 (Cth) (Personal Information). By entering into this Agreement, you agree that VCCRI may collect your Personal Information to process your Contribution and you consent to VCCRI sharing that Personal Information to the extent necessary to give effect to this Agreement.</p> <p>6.2 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.</p> <p>6.3 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> 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).

<p>7. Notice</p>	<p>7.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to the address outlined at the top of this Agreement.</p> <p>7.2 We may send notices either electronically to your email address, mobile or by ordinary post to the address you have given us.</p> <p>7.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post, if sent by email or mobile, on the day that it is sent.</p>
<p>8. Governing Law</p>	<p>The governing law of this Agreement is the law of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.</p>

Our privacy commitment

The Victor Chang Cardiac Research Institute Limited ("VCCRI", "we", "our") respects your privacy. The Privacy Policy explains how we manage your Personal Information, including your sensitive information (such as health information) and protect your privacy.

By providing VCCRI with your Personal Information, you consent to our collection, storage, use and disclosure of your personal information in accordance with the Privacy Policy and any other arrangements that apply between us. From time to time, it may be necessary for VCCRI to review and revise this Policy. VCCRI encourages you to periodically check our website to ensure you are aware of the most up-to-date version of this Policy. Our full privacy policy is available on our website at www.victorchang.edu.au/privacy-policy