

# Australian Medical Association (WA) Inc. ('AMA (WA)') Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with Australian Medical Association (WA) Inc. (ABN 63 149 567 245) (**Agreement**). It sets out your obligations in undertaking a direct debit arrangement with us. The agreement forms part of the terms and conditions of your direct debit request.

## Definitions

**Nominated Account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**business 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 AMA (WA) is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the written, verbal or online request between you and AMA (WA) to debit funds from your nominated account.

**your Financial Institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

**we, us, our and AMA (WA)** means Australian Medical Association (WA) Inc. (ABN 63 149 567 245) .

## 1. Debiting your account

- 1.1 By agreeing to a Direct Debit Request by the method presented, you authorise and request us, Australian Medical Association (WA) Inc. (AMA (WA)), to arrange for funds to be debited from your Nominated Account.
- 1.2 By written, verbal or online request we undertake to debit your Nominated Account or credit card as authorised and in accordance with this agreement.
- 1.3 As per your Australian Medical Association (WA) Inc. membership category we will only arrange for the respective membership funds to be debited from your account on a monthly or annual basis when due. Details of your due date will be provided to you written, verbally or via online request.
- 1.4 We will continue to rely on your authority to direct debit the amount of each payment from your Nominated Account until you advise us of any changes to these arrangements. We reserve the right to cancel the direct debit request if one or more drawings are returned unpaid by your Financial Institution and to arrange with you an alternate payment method.
- 1.5 If you are a member utilising a corporate account you warrant and represent that you are an authorised representative of the Company and able to enter into this Direct Debit Request on behalf of the Company.

## 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' notice.

## 3. Changes by you

- 3.1 Subject to 3.2, you may change or cancel the arrangements under a direct debit request by contacting us at least 2 business days before your payment due date by logging into the AMA (WA) website or calling us on (08) 9273 3055. You can also contact your Financial Institution at least 5 business days before your payment due date if you wish to stop a direct debit payment.
- 3.2 If you cancel your direct debit request through your Financial Institution without notifying us or providing us with an alternative means of payment, additional charges may apply.

#### **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.
- 4.2 If there are insufficient clear funds in your account:
  - (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 sufficient clear funds to be in your account by the agreed time so that we can process the debit payment.
- 4.3 You are responsible for checking that all billing information provided to you is correct before the associated debit transaction occurs. You should also check your account statement to verify that the amounts debited from your account are correct.
- 4.4 You will advise us if your Nominated Account is transferred or closed or if your details have changed.

#### **5. Dispute**

- 5.1 If you believe that there has been an error in debiting your account you should notify us directly on (08) 9273 3055.
- 5.2 Any queries you may have about an error 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 lodge a direct debit claim through your Financial Institution.

#### **6. Accounts**

You should check:

- (a) With your financial institution whether direct debiting is available from your account; and
- (b) Your account details that you have provided to us are correct.

#### **7. Confidentiality**

- 7.1 We will make reasonable efforts to keep any such information that we have about you confidential and secure and to ensure that any of our employees or agents who have access to information about you do not make unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information 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 query or claim).

#### **8. Notice**

- 8.1 If you wish to notify us about anything relating to this Agreement you should contact AMA (WA) Membership on (08) 9273 3055.
- 8.2 Any notice will be deemed to have been received two business days after it is posted/sent.