



D. RACV CLUB DIRECT DEBIT AGREEMENT - CONDITIONS

Definitions

“You” means the RACV Club Member referred to under Part A of this Agreement.

“RACV Club” means Royal Automobile Club of Victoria (RACV) Ltd

“Term” means 12 months.

Drawing arrangements:

- a) RACV Club will advise you in writing the details of the proposed direct debit at least ten business days prior to each payment due date.
- b) The payment debit date is the 28th working day of every month (or the prior business day/s if the 28th falls on a weekend or public holiday).
- c) The payment agreement is for the duration of the Term and cannot be exited without RACV Club Membership manager approval and without incurring an administration charge of \$40.
- d) If two or more direct debits are returned unpaid, RACV Club reserves the right to cancel this direct debit arrangement and suspend your RACV Club membership privileges.
- e) All credit card information will be kept private and confidential.

Your rights:

- a) You may change the Credit Card details set out in Part B & C of this Agreement by providing written notice to RACV Club at least ten (10) business days prior to the payment due date for the next direct debit.
- b) You may request to change, stop or defer a debit payment, or terminate this agreement either by:
 - i. writing to RACV Club Membership Manager, 550 Princes Highway Noble Park North 3174; or
 - ii. by emailing clubmembership@racv.com.au;
- c) Any notification under part (b) must be provided to RACV Club at least ten (10) days before the next payment due date.

Your responsibilities:

It is your responsibility to ensure that:

- a) your nominated Credit Card can accept direct debits as direct debiting is not available from all accounts offered by financial institutions.
- b) sufficient funds are available in the nominated Credit Card to meet a direct debit on the payment due date to avoid dishonour fees.
- c) the authorisation given to draw on the nominated account is identical to the Credit Card signing instruction held by the Financial Institution where the Credit Card is held.
- d) you advise RACV Club if the Credit Card nominated by you is transferred, closed or expired in writing as above at least ten (10) days before the next payment due date.
- e) arrange a suitable alternative payment method if the direct debit arrangement ends for any reason.

If an instalment remains unpaid:

- a) 30 days after its due date, your RACV Club membership charge card facility will be suspended without notice whilst your subscription remains unpaid in accordance with Article 27 of the Articles of Association.
- b) 30 days after its due date, your access to the RACV Club will automatically be suspended without notice.
- c) 37 days after its due date, RACV Club may expel the Member subject to the provisions of Article 6 of the Articles of Association without notice at the end of that 37 day period and take necessary steps to collect all amounts owing.

Dispute:

If you believe that there has been an error in debiting your account, you should notify us directly on 1300 501 501 and confirm that notice in writing (using the address provided in part (b) of Your rights,

above) with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take contact your financial institution directly. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging to adjust your account (including interest and fees) accordingly. We will also notify you in writing of the amount by which your account has been adjusted. 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.

E. PRIVACY INFORMATION

To administer this Direct Debit Agreement, RACV Club needs to collect and use your personal information. RACV Club may need to disclose this information to (and in limited circumstances, collect it from) third parties, such as our business partners (including our finance provider) our contractors (such as debt collection agencies and lawyers) and our mailing service providers. In limited circumstances, our third party service providers may store or access your information overseas.

RACV Club will always act to protect your personal information and we are careful about how and when your information is collected, used and disclosed. If you would like further information about how RACV Club complies with its obligations under the Privacy Act 1988 (Cth), or if you want to find out how to:

- request access to the information that RACV Club holds about you;
- seek the correction of such information; or
- complain about a breach of your privacy,

you can request a copy of the RACV Privacy Charter.

The RACV Privacy Charter contains information about how RACV Club generally handles personal information and it is available online at <<https://www.racv.com.au/content/dam/racv/documents/about-racv/our-business/RACV%2bPrivacy%2bCharter.pdf>>.