

Direct Debit Terms and Conditions

Please ensure that you have read the following before signing up for Direct Debit. Please retain a copy of this document for your records.

The Direct Debit Request Form (**DD Form**) and these Direct Debit Terms and Conditions together form the Direct Debit Request Service Agreement (**DD Agreement**).

1. Background

- 1.1 You have or will enter into a service arrangement with us under which we will provide services to you, and you may be required to pay us.
- 1.2 The parties wish to arrange for any payment required by you to be made by way of direct debit.

2. Debiting your account

- 2.1 You acknowledge that under your service arrangement you may be required to pay us in connection with the services provided. If your service arrangement has been established through discussions and/or correspondence (for example, Commonwealth Home Support Program), you agree to pay all discussed and agreed contributions for the services received.
- 2.2 By completing the DD Form, you have authorised us to arrange for funds (in accordance any requirement to pay us under your service arrangement) to be debited from your nominated account in the way set out in this DD Agreement.
- 2.3 We will arrange for funds to be debited from your nominated account according to your BlueCare tax invoice or financial statement which specifies the amount payable by you to us and when it is due.
- 2.4 Subject to the following clause, the debit will be made in accordance with our billing cycle, which will occur on or around the 20th of each month (**Debit Day**), unless mutually agreed otherwise in writing. If you are uncertain as to when the direct debit will be processed to your account, please contact us directly to discuss this.
- 2.5 If the Debit Day falls on a day that is not a business day, we may direct your financial institution to debit your nominated account on the following business day.
- 2.6 We reserve the right to cancel the direct debit arrangements between you and us if three or more drawings are dishonoured by your nominated account and to arrange with you an alternate payment method.

3. Changes by us

- 3.1 We, acting reasonably, may vary this DD Agreement at any time (including cancelling it) by giving you at least 14 days' written notice.

4. Changes by you

- 4.1 You may change, stop or defer a payment, or cancel the direct debit arrangements under this DD Agreement by giving at least 7 days' written notice to us before the next Debit Day via email: **collections@ucareqld.com.au** or via mail to **Blue Care Finance – Central Processing PO Box 375, MORAYFIELD QLD 4506**.

5. Your obligations

- 5.1 It is your responsibility to ensure that there are sufficient clear funds available in your nominated account when payments are to be drawn in accordance with this DD Agreement. If there are insufficient clear funds in your nominated account:
 - you may be charged an administration fee (e.g. dishonor fee) and/or interest by your financial institution;
 - you may be charged a fee by us if your service arrangement permits us to do this, and we choose to do this; and
 - you must arrange for the failed payment to be made by another method or arrange for sufficient clear funds to be in your nominated account by an agreed time so that we can process the payment.
- 5.2 It is your responsibility to advise us if your nominated account is transferred or closed.
- 5.3 You should check your account statement to verify that the amounts debited from your nominated account are correct.
- 5.4 If BlueCare is liable to pay goods and services tax (**GST**) on a supply made in connection with this DD Agreement, then you agree to pay BlueCare on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

6. Dispute

- 6.1 If you believe that there has been an error in debiting your nominated account, you should advise us on 1300 258 322 and confirm that notice in writing with us as soon as possible so that we can resolve your query within 7 working days after receiving your notice.
- 6.2 If we conclude as a result of our investigations that your nominated account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your nominated account (including interest and charges) accordingly. We will also make reasonable attempts to notify you of the error and advise the amount by which your nominated account will be adjusted.
- 6.3 If we conclude as a result of our investigations that your nominated account has not been incorrectly debited we will respond to your query by providing you with the outcome, together with reasons.
- 6.4 Any queries you may have about an error made in debiting your nominated 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 may refer your concern to your financial institution, which may obtain details from you of the disputed transaction and may lodge a claim on your behalf.

7. Accounts

- 7.1 You should check:
 - with your financial institution whether direct debiting is available from your nominated account as direct debiting is not available on all accounts offered by financial institutions.
 - that your account details which you have provided to us are correct; and
 - with your financial institution before completing the DD Form if you any queries about the matters mentioned in this clause.

8. Confidentiality

- 8.1 Your privacy is important to us. We will keep your information confidential and will not disclose any information in the DD Form, except whether required or permitted by law or required for the purpose of this DD Agreement and related queries and disputes.
- 8.2 Any personal information collected from you will be handled in accordance with BlueCare Privacy Policy, available on www.bluecare.org.au/about-us/privacy-policy. We take your privacy seriously, and are committed to treating your Personal Information in accordance with the *Privacy Act 1988* (Cth) and other relevant State laws that govern the use of Personal Information.

9. Notice

- 9.1 If you wish to notify us in writing about anything relating to this DD Agreement you should email **collections@ucareqld.com.au** or via mail to **Blue Care Finance – Central Processing PO Box 375, MORAYFIELD QLD 4506**
- 9.2 We may send notices either electronically to your email address or by ordinary post to the address you have given us in the DD Form.
- 9.3 Any notice will be deemed to have been received two business days after emailing or posting.

10. Feedback and Complaints

- 10.1 If you wish to provide any feedback or make a complaint to us, please call us on 1300 258 322 during working hours (8 am - 6 pm weekdays) or complete an Online Form at www.bluecare.org.au/about-us/feedback-and-complaints. You can also visit us at a BlueCare local office or write to us by post to **BlueCare GPO Box 1265, Brisbane QLD 4001**.