



## Credit Card Payment Request Service Agreement

### Definitions

*Credit Card* means Credit Card from which *we* are authorised to arrange for funds to be debited.

*agreement* means this Credit Card Request Service Agreement between *you* and *us*.

*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 *us* is due.

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

*Credit Card Payment Request* means the Credit Card Payment Request between *us* and *you*.

*us* or *we* means *The Australian National University* you have authorised by signing a *Credit Card Payment Request*.

*you* means the customer who signed the *Credit Card Payment Request*.

*your Credit Card company* is where *you* hold the Credit Card *account* that *you* have authorised *us* to arrange to debit.

1. **Debiting your Credit Card**
  - 1.1 By signing a *Credit Card Payment Request*, *you* have authorised *us* to arrange for funds to be debited from *your Credit Card*. *You* should refer to the *Credit Card Payment Request* and this *agreement* for the terms of the arrangement between *us* and *you*.
  - 1.2 We will only arrange for funds to be debited from *your Credit Card* as authorised in the *Credit Card Payment Request*.  
  
**Or**  
We will only arrange for funds to be debited from *your Credit Card* if *we* have sent to the address nominated by *you* in the *Credit Card Payment Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.
  - 1.3 If the *debit day* falls on a day that is not a *business day*, *we* may direct *your Credit Card* on the following *business day*. If *you* are unsure about which day *your Credit Card* has or will be debited *you* should ask *your Credit Card company* or contact *your* Hall Administration.
2. **Changes by us**
  - 2.1 We may vary any details of this *agreement* or a *Credit Card Payment Request* at any time by giving *you* at least fourteen (14) days' written notice.
3. **Changes by you**
  - 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *Credit Card Payment Request* by contacting *us*:  
  

Residential & Campus Communities  
The Australian National University  
Building 77  
Brian Lewis Crescent  
Canberra, ACT 0200  
Phone: +61 2 6125 7565, Fax: +61 2 6125 0737  
Email: uabs@anu.edu.au
  - 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least two (2) days before the next *debit day*. This notice should be given to *us* in the first instance.
  - 3.3 *You* may also cancel *your* authority for *us* to debit *your* Credit Card at any time by giving *us* two (2) days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.
4. **Your obligations**
  - 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your Credit Card* to allow a *debit payment* to be made in accordance with the *Credit Card Payment Request*.
  - 4.2 If there are insufficient clear funds in *your Credit Card* to meet a *debit payment*:
    - (a) *you* may be charged a fee and/or interest by *your Credit Card company*;
    - (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 for sufficient clear funds to be in *your Credit Card* by an agreed time so that *we* can process the *debit payment*.
  - 4.3 *You* should check *your Credit Card* statement to verify that the amounts debited from *your Credit Card* are correct.

4.4 If The Australian National University is liable to pay goods and services tax (“GST”) on a supply made by the National in connection with this *agreement*, then *you* agree to pay The Australian National University on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

**5 Dispute**

5.1 If *you* believe that there has been an error in debiting your *Credit Card*, *you* should notify *us* directly:

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The Australian National University  
Building 77  
Brian Lewis Crescent  
Canberra, ACT 0200  
Phone: +61 2 6125 7565, Fax: +61 2 6125 0737  
Email: uabs@anu.edu.au

and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.

5.2 If *we* conclude as a result of our investigations that *your Credit Card* has been incorrectly debited *we* will respond to *your* query by arranging for a refund to be processed into *your Credit Card* with a corresponding adjustment to your residential account at The Australian National University. *We* will also notify *you* in writing of the amount by which *your Credit Card* has been adjusted.

5.3 If *we* conclude as a result of our investigations that *your Credit 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 Credit Card* 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 refer it to *your Credit Card company*, which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

**6 Confidentiality**

6.1 *We* will keep any information (including *your Credit Card* details) in *your Credit Card Payment 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.

6.2 *We* will only disclose information that *we* have 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).

**7 Notice**

7.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:

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Building 77  
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7.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Credit Card Payment Request*.

7.3 Any notice will be deemed to have been received two *business days* after it is posted.