



## Good2Give<sup>®</sup> Charity Agreement

### PARTIES:

**Good2Give** ABN 32 089 603 314 of Level 5, 100 Walker Street, North Sydney NSW 2060, Australia.

and

Charity Name \_\_\_\_\_ (Charity)

ABN \_\_\_\_\_

Address \_\_\_\_\_

Commencement Date \_\_\_\_\_

By signing this Agreement, Good2Give and the Charity agree to provision of the Administrative Support Functions and the performance of the mutual obligations set out in this Agreement in accordance with the attached Schedule (Terms).

Signed for and on behalf of the Charity

Authorised signatory:

Name:

Title:

Date:

Signed for and on behalf of Good2Give

Authorised signatory:

A handwritten signature in black ink, appearing to read "Lisa Grinham".

Name: Lisa Grinham

Position: Chief Executive Officer

Date: 04 April 2016



## Schedule 1 - Terms

### Introduction

- A. This document sets out the terms which apply to the Charity's use of the Good2Give<sup>R</sup> system and related software and services – the **(System)**. All capitalised terms in these Terms have the meanings set out in Attachment A.

### Terms

#### 1) Commencement and Duration

The Agreement commences on the date it is executed by both parties and continues until terminated in accordance with clause 10) below (**Term**).

#### 2) Good2Give Administrative Support Functions

Subject to the Charity complying with this Agreement, Good2Give will provide the Administrative Support Functions from the Commencement Date, namely:

- a) permit the Charity to use the System on the terms set out in this Agreement;
- b) receive, hold and remit to the Charity Funds Received from Employers using the System in accordance with this Agreement; and
- c) provide the Charity with contact and Donation details in respect of Donors who have agreed for such information to be released to the Charity.

#### 3) Charity Obligations

- a) The Charity represents and warrants that it is a registered charity, has deductible gift recipient status and has all necessary rights, licences, permissions, consents and other authorisations (including in relation to charitable fundraising) to enable Good2Give to lawfully provide the Administrative Support Functions to the Charity and pay Funds Received to the Charity in accordance with its agreements with Employers.
- b) The Charity agrees to comply with all laws, regulations, rules, orders and guidelines relevant to the operation of a registered charity and/or a licensed fundraising organisation.
- c) The Charity agrees to provide all information reasonably required by Good2Give to facilitate the Administrative Support Functions. Such information includes details of the Charity's registration in accordance with applicable charity and fundraising laws, Charity logos and trademarks, images and other media for use on the System. The Charity must immediately inform Good2Give of any changes to its charitable status, deductible gift recipient status and/or fundraising licensing terms, and promptly provide Good2Give with any other information and content required to keep the Charity's listing on the System accurate and up to date.
- d) The Charity agrees to cover any charges agreed and captured in Schedule 2 (**System Costs**), and agrees to pay the System Costs by annual Direct Debit in advance. If a Charity does not wish to continue to be listed on the System, then the Charity must notify Good2Give, in writing, 90 days prior to the applicable Annual Management Charge falling due. Otherwise, the Annual Management Charge for the subsequent year will nevertheless be payable in full by the Charity.
- e) The Charity also acknowledges and agrees that, whilst Employers generally agree to pay Administration Costs for Donations and Matched Contributions, where Employers do not, Good2Give will deduct such



Administration Costs from the Funds Received before they are remitted to the Charity each month as described in clause 4)a) below.

- f) In a scenario where an Eligible Employee disputes a Donation (**Donation Dispute**), the Charity agrees to provide all reasonable assistance and information required to help Good2Give and any affected Employer to resolve the Donation Dispute.

#### 4) Funds

- a) Good2Give will:
  - i) receive Donations pledged by Eligible Employees using the System and corresponding Matched Contributions from Employers (**Funds Received**);
  - ii) deduct Administration Costs due to Good2Give (where such charges are not covered by Employers) from such Funds Received before paying any amounts to the Charity (**Net Funds**); and
  - iii) pay the Net Funds collected in a given month, to the Charity promptly and within 30 days of the end of the month in which the Funds Received were received by Good2Give, or such other time period as agreed between Good2Give and the Charity.
- b) If the Charity holds Deductible Gift Recipient (DGR) item 2 status, the Charity understands Good2Give will hold all Funds Received in its trust accounts prior to passing to the Charity.
- c) If the Charity holds DGR item 1 status, the Charity agrees that Good2Give may exercise its rights and discharge its responsibilities in its capacity as trustee for the Good2Give Community Fund ABN 75 706 087 297.
- d) The Charity agrees that Good2Give may issue Employers with tax receipts in respect of any Matched Contributions as an agent for the Charity. The Charity acknowledges that the level of Matched Contributions collected is determined entirely at the Employers discretion.
- e) The Charity acknowledges and agrees that, in the event that this Agreement is terminated or the Charity is deregistered or closed, Good2Give is not under an absolute obligation to transfer any amount in respect of Collected Funds to the Charity, but may, at its election either: (a) pay the amount to the Charity if the Charity still exists and has not materially breached the Agreement, provided it is reasonably practicable to do so, or (b) pay the amount to an alternate charity (selected by the Donor or Good2Give) in accordance with Good2Give's Charitable Purposes within a reasonable period of time.

#### 5) Use of the System

- a) The Charity agrees that the System may only be used by its Authorised Users. The Charity shall ensure that each Authorised User keeps their password secure and shall use reasonable endeavours to prevent any unauthorised access to, or use of, the System and notify Good2Give promptly of any such unauthorised access or use.
- b) The Charity agrees that Authorised Users are not permitted to share access to, or passwords for, the System. Should the Charity require additional Authorised Users or to amend or remove access to the System for existing Authorised Users, then it must provide Good2Give with a completed Authorised Users Request form. Only after receiving a fully completed Authorised Users Request form will Good2Give provide the additional access or amend or remove existing access for Authorised Users.
- c) The Charity shall not store, distribute or transmit any material on or via the System that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- d) Subject to any non-excludable rights the Charity may have to do so under any applicable law, the Charity shall not:

- i) use the System for any other purpose than the Purpose; and
- ii) upload to, or send via, the System, or do anything in relation to the System, which is false, misleading, deceptive, or inaccurate.

#### **6) Intellectual Property**

- a) The Charity grants Good2Give a non-exclusive, royalty free, worldwide, sub-licensable licence to use its logos and trademarks, hero images, mission statements, charity and charity project descriptions, links to their web sites and Charity Communications and any other content or information supplied by the Charity via the System (together, **Charity Content**), on, in relation to, and for the purpose of operating, the System and its associated Administrative Support Functions.
- b) Good2Give grants to the Charity on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable, limited licence during the Term of this Agreement to use the System solely for the Purpose of performing its obligations and exercising its rights under this Agreement.
- c) All Intellectual Property Rights in or to, or arising out of or in connection with, the Administrative Support Functions and the System are and shall be owned by Good2Give or its licensors. The Charity agrees that it is solely responsible for obtaining any permissions, licences or consents required to send or upload any third party Intellectual Property Rights via or to the System or in any Charity Communications.

#### **7) Privacy, Charity Communications and Data**

- a) Good2Give and the Charity shall, at all times, comply with applicable Privacy Legislation in relation to all Personal Information that it collects, handles or receives in the course of performing their respective obligations and exercising their respective rights under the Agreement.
- b) The System provides functionality to enable the Charity to send messages to Donors in respect of their past or future Donations and/or Charity fundraising campaigns (**Charity Communications**). The Charity may send Charity Communications via the System provided that:
  - i) Complies with requirements outlined in Clause 5c
  - ii) Good2Give shall be entitled, but not required, to vet all such Charity Communications prior to transmission via the System, and may reject such Charity Communications for any reason in its sole discretion, including for failure to comply with Clause 5c.
  - iii) the parties acknowledge and agree that, to the extent permitted by law, such the Charity is solely responsible for Charity Communications and their content and Good2Give assumes no responsibility for them; and
  - iv) Charity Communications must only contain information relating to the Charity's fundraising activities and/or charitable objects and must not be used to promote the products or services of any third party, or for any other purpose not specifically permitted by this Agreement.
- c) The Charity shall promptly notify Good2Give if it becomes aware that it has breached the terms of this clause 7) or of any unauthorised, accidental or unlawful loss, misuse, interference, access, damage or destruction of any Personal Information disclosed by Good2Give to the Charity via the System. The Charity shall use commercially reasonable endeavours to minimise the impact of such event and prevent such events recurring. Good2Give may provide the Charity with Personal Information including the contact details of individual Donors if the Donor has agreed to that information being provided and on condition that the Charity complies with all applicable privacy laws.
- d) The Charity acknowledges and agrees that Good2Give uses third party service providers to host, support and maintain the System and that Charity Content may be stored in systems managed by those third parties. The Charity shall own all rights, title and interest in and to all of the Charity Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Charity Content.

## 8) Exclusions and Limitations of Liability

- a) Certain legislation, including the Australian Competition and Consumer Act 2010 (Cth) may impose or imply warranties, conditions, guarantees or other obligations which cannot be excluded, restricted or modified except to a limited extent. This Agreement must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent to which Good2Give is entitled to do so, Good2Give limits its liability in respect of any claim to:
  - i) in the case of goods, at Good2Give 's option:
    - (1) the replacement of the goods or the supply of equivalent goods;
    - (2) the repair of the goods;
    - (3) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (4) the payment of having the goods repaired, and
  - ii) in the case of services, at Good2Give 's option:
    - (1) the supply of the services again; or
    - (2) the payment of the cost of having the services supplied again.
- b) To the full extent permitted by law and subject to a) above, Good2Give shall not under any circumstances be liable to the Charity in respect of:
  - i) any claim for any: loss of profit, revenue, goodwill or business; loss or corruption of, or damage to data; interruption to business, failure to realise anticipated savings; loss of reputation; or indirect, consequential, special, punitive or incidental loss or damage; or
  - ii) any loss, costs or damages arising from the negligence, wilful misconduct or fraud of the Charity.
- c) To the full extent permitted by law and subject to a) above, Good2Give's total liability to the Charity in respect of all losses, claims, costs or expenses arising under or in connection with the Agreement, howsoever arising, shall not exceed the aggregate amount of Admin Costs paid by the Charity during the Term of this Agreement.
- d) Both parties warrant and represent that they have full capacity and authority to enter into and perform this Agreement. Otherwise, To the full extent permitted by law and subject to a) above, Good2Give excludes all representations, warranties, guarantees, terms and conditions, whether express or implied (and including those implied or imposed by statute, custom, law or otherwise), except as expressly set out in this this Agreement.
- e) The Charity acknowledges and agrees that access to the System and the Administrative Support Functions is provided on an "as is", "as available" basis (which amongst other things depends on the availability of sufficient internet bandwidth and functioning network connections) and, accordingly, Good2Give does not warrant or guarantee that the System will be error-free or available at all times.
- f) Nothing in this Agreement operates to exclude or restrict a party's liability for fraud.
- g) Neither party will be liable for any delay in performing or failure to perform any of our obligations under these Terms to the extent that such delay or failure is due to a Force Majeure Event. A party affected by a Force Majeure Event will be temporarily excused from performing its obligations for the resulting period of delay, provided that the delaying party promptly notifies the other party in writing of the reasons for the delay or failure to perform those obligations.

## 9) Indemnity

- a) The Charity must at all times indemnify and hold harmless Good2Give, Good2Give 's Related Bodies Corporate and any fund, trust or other body that Good2Give is trustee for, and each of their officers, employees and agents (**Indemnified Parties**) from and against:
  - i) any claim made against an Indemnified Party by a third party arising out of any wilful misconduct or any negligent, unlawful or fraudulent act or omission of the Charity, under or in connection with this Agreement; and
  - ii) any claim arising out of or in connection with any content uploaded to or sent via the System by the Charity (including Charity Content).
- b) Good2Give will promptly notify the Charity of any claim referred to in clause a) above of which it is aware and agrees not to make any admissions in relation to the claim without the prior written consent of the Charity. Good2Give, at the Charity's request and expense, will allow the Charity to control the conduct and settlement of all negotiations and litigation resulting from the claim.

## 10) Suspension and Termination

- a) In the event that the Charity fails to comply with any of its obligations under the Terms of this Agreement, Good2Give may suspend any or all of the Administrative Support Functions, until such time as the Charity rectifies such failure to Good2Give 's reasonable satisfaction.
- b) Either party may terminate the Agreement:
  - i) with effect from the end of a calendar month by serving not less than three months' written notice on the other party.
  - ii) with immediate effect on giving notice to the other party (or with effect from such later date as may be specified in the notice) if the other party commits a material breach of the Agreement:
    - (1) which is capable of remedy and such breach has not been remedied within 30 days after receipt of notice from the non-defaulting party requiring such remedy, or
    - (2) which is not capable of remedy.
- c) Good2Give may by notice to the Charity terminate the Agreement with immediate effect (or with effect from such later date as may be specified in the notice) if:
  - i) the Charity ceases to be registered as a charity;
  - ii) the Charity suffers an Insolvency Event;
  - iii) the Charity fails to comply with clauses 3)b) or 7); or in Good2Give 's reasonable opinion, the Charity or one or more of the Charity Communications brings Good2Give into disrepute.

## 11) GST

- a) Capitalised terms used in this clause but not defined in this Agreement have the meaning given to them in the GST Act. All sums payable or rates quoted under this Agreement do not include GST. Where GST applies, such amounts must be increased, on account of GST payable under this clause and the recipient of the taxable supply must pay the GST Amount to the Supplier at the same time and in the same manner as the original amount is required to be paid pursuant to this Agreement. The Supplier must provide the recipient of the GST Amount with a tax invoice or a document that the Commissioner will treat as a tax invoice. Amounts recoverable on account of GST under this clause will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause. If a party is required to pay or indemnify the other party for the whole or part of any cost, expense, loss, liability or other

amount incurred by other party in connection with this Agreement, the amount must be reduced by the amount for which the other can claim a whole or partial input tax credit or other like offset.

## 12) Notices

- a) All notices must be in legible writing, in English, signed by the party or its authorised representative, and addressed and sent to the recipient at the following addresses:
  - i) for notices to Good2Give, the physical address of Level 5, 100 Walker Street, North Sydney NSW 2060 or Locked Bag 962 North Sydney NSW 2059 or email (workplacegiving@good2give.ngo); and
  - ii) for notices to the Charity, the physical or email address stated on the cover sheet of the Agreement,or such other address as may be notified by a party from time to time in accordance with this clause. Notices must be signed by the party, or where the sender is a company by an authorised officer of that company or under the common seal of that company. Notices must be sent to the recipient by hand, prepaid post (airmail if to or from a place outside Australia) or email. A notice is served on a day which is not a Business Day or after 5:00 pm (recipient's local time) on a Business Day is deemed to be duly received by the recipient at 9:00 am (recipient's local time) on the first Business Day after that day.

## 13) General Provisions

- a) This Agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales. Each party waives any right it has to object to an action being brought in those courts to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.
- b) This Agreement may be amended by Good2Give at any time and such amendment shall be effective immediately upon notification to the Charity, which may be given by posting the amended Agreement on the System or via email or any other means as appropriate. The Charity's continued use of the System shall be deemed to be its conclusive acceptance of the amended Agreement.
- c) The Charity must not assign, transfer or encumber any of its rights or obligations under this Agreement without Good2Give's prior written consent.
- d) On termination of this Agreement, the parties' respective rights and obligations shall cease except those in clauses 3)f), 4), 6)c), 7)a), c) and d), 8), 9), 11), 12), and 13) or any other rights or obligations that, by their nature, survive termination. Each party retains the rights and claims it has against any other party for any past breach of the Agreement.
- e) This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications. No party has entered into this Agreement relying on any representations made by or on behalf of the other, other than those expressly made in this Agreement.
- f) If a provision of this Agreement is invalid or unenforceable in a jurisdiction it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.
- g) The rights, remedies and powers of the parties under this Agreement are cumulative and do not exclude any other rights, remedies or powers.



## Attachment A - Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement.

### 1.1 Definitions

"Administration Costs"	means the applicable administration cost deducted by Good2Give as a percentage value of each Donation and Matched Contribution made to the Charity. Administration Costs vary from 5-10% depending on the volume of total Donations or Matched Contributions that an Employer or their Eligible Employees make.
"Administrative Support Functions"	means the functions to be performed by Good2Give pursuant to this Agreement as set out in clause 2).
"Annual Management Charge"	means the applicable Annual Management Charge as set out in Schedule 2.
"Agreement"	means the Attachments and Schedule(s) and these Terms and Conditions under cover of the Agreement's cover page;
"Authorised Users"	means the users of the Charity Workplace Giving Centre who have been notified by the Charity to Good2Give on an "Authorised Users Request" form or initial Charity registration form.
"Business Day"	means a day that is not a Saturday, Sunday or a public holiday in New South Wales, Australia.
"Charity Communications"	are communications created using content provided by the Charity which are sent to Donors by the Charity via email or the System.
"Charity"	means any organisation for the time being recognised by the Australian Taxation Office or ACNC (Australian Charities and Not For Profit Commission) or any regulatory body replacing the ACNC as a charity under applicable law.
"Charitable Purposes"	shall have the meaning given to it in the general law applicable to the Agreement;
"Charity Workplace Giving Centre"	means the interface which may be used by the Charity to set up and update its Charity listing, monitor Donations and Matched Contributions pledged or collected from Employers, upload Charity Communications, and run reports and analytics using the information stored in the System relating to the Charity
"Commencement Date"	means the date noted at the start of the Agreement.
"Content Guidelines"	means the guidelines published by Good2Give that outline the acceptable standards and content for Charity Communications.
"Donation"	means a donation of monies made by the Donor;
"Donor"	means each Eligible Employee who authorises one or more Donations to be made on their behalf using the System.
"Donation Dispute"	means a scenario where an Eligible Employee has disputed a Donation with their Employer who has subsequently raised the dispute with Good2Give.



"Eligible Employees"	means all of the Employer's employees, salaried contractors and other personnel from time to time who are eligible to participate in and use a Workplace Giving Program.
"Employer"	means each employer who has agreed to use Good2Give for provision of a Workplace Giving Program using the System.
"Employer Control Centre"	means the online interface via which the Charity may access the System to drive Eligible Employee participation and oversee Donation matching and other analytics.
"Force Majeure Event"	means any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, restrictions or prohibitions of any governmental, judicial or other competent authority.
"Funds Received"	means the total of Donations and Matched Contributions which Good2Give receives in relation to or for the Charity in respect of Donations or Matched Contributions made via the System.
"GST Act"	means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
"GST Amount"	means the amount calculated by multiplying the monetary consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate.
"Insolvency Event"	<p>means, for any person that is a body corporate, the happening of one or more of the following events:</p> <ul style="list-style-type: none"> <li>(a) a controller, statutory manager, administrator, liquidator, provisional liquidator, trustee in bankruptcy or similar person is appointed to the other party or to any of its property or any step is taken to do so (other than for the purposes of a corporate reorganisation or solvent restructure);</li> <li>(b) the other party resolves to enter into, or enters into, any moratorium, arrangement, compromise or composition with any of its creditors, other than in the ordinary course of its business;</li> <li>(c) the other party is or is presumed to be insolvent, applies to be deregistered or commits an act of bankruptcy;</li> <li>(d) any distress, attachment, execution or other court process or judgment is levied or enforced on or against the other party or any of its assets or revenues and is not fully stayed, set aside or satisfied within 10 Business Days;</li> <li>(e) anything having a substantially similar effect to any of the events specified in paragraphs (a) to (d) above, inclusive, of this definition happens to the other party under the law of any jurisdiction.</li> </ul>
"Intellectual Property Rights"	means all rights throughout the world in patents, trade marks (whether registered or not and including without limitation any rights in get up or trade dress), brand names, and service marks, designs, trade or business names, copyrights (including without limitation future copyright and rights in the nature of or analogous to copyright), databases, trade secrets, domain names, inventions, designs, and circuit layouts, and any other intellectual property rights arising by operation of law, contract, license or otherwise, whether or not now existing and whether or not registered or registrable and includes any right to apply for the

registration of such rights and includes all renewals, revivals and extensions and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.

"Matched Contribution"	means a donation made by an Employer which corresponds with or matches a Donation made by a Donor.
"Net Funds received"	means the difference between Funds Received and System Costs. In most cases, Net Funds is the same as Funds Received as most Employers agree to cover all System Costs.
"Personal Information"	has the meaning given in the Privacy Act 1988 (Cth);
"Privacy Legislation"	means all Australian privacy laws applicable to the provision of the Administrative Support Functions by Good2Give and receipt of the Administrative Support Functions by the Charity (which includes the Privacy Act 1988 (Cth)).
"Purpose"	means the participation by Charity in various Workplace Giving Programs run by Eligible Employees and fundraising for the Charity's Charitable Purposes.
"Related Body Corporate"	has the meaning set out in s.50A of the Corporations Act 2001 (Cth).
"System"	means the software and infrastructure known as Good2Give, via which the Administrative Support Functions are provided;
"Workplace Giving Program"	means the withholding of salary from Donors by Employers through the payroll process and forwarding those monies according to the Donor's instruction to a DGR charity.

1.2 Unless the context otherwise requires, a reference to:

- (a) a party means a party to this Agreement;
- (b) a document (including this Agreement) is a reference to that document (including any Schedules and Annexures) as amended, consolidated, supplemented, novated or replace;
- (c) an item, Recital, clause, Schedule or Annexure is to an item, Recital, clause, Schedule or Annexure of or to the Agreement;
- (d) the singular includes the plural and vice versa;
- (e) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency and the person's successors, permitted assigns, substitutes, executors and administrators;
- (f) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;
- (g) the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively; and
- (h) headings are for convenience only and do not affect interpretation of this Agreement.

## Schedule 2 – System Costs

The following charges are payable to cover the cost of administering Good2Give. These charges will be processed using a direct debit capability as outlined in Schedule 3 and Schedule 4.

### 1) Annual Management Charge

An Annual Management Charge may be applicable to use Good2Give, to contribute towards administration of the System. The Annual Management Charge will be due by 31 January for that calendar year, and will be charged annually in accordance with the following table:

Total annual Net Funds*	Annual Management Charge
\$0-4,999.99	\$0
\$5,000-\$9,999.99	\$350 + GST
\$10,000+	\$500 + GST

\*Based on Net Funds received by the Charity in the 12 month period up to the end of the December immediately preceding the month in which the Annual Management Charge becomes due.

### 2) Registration Charge

A once-off Registration Charge of \$250 + GST is payable by a Charity if the Charity has not been nominated by an Eligible Employee to receive a Donation.

## Schedule 3 – Direct Debit Request Service Agreement

Good2Give uses National Australia Bank to process our System Costs. These terms are provided by National Australia Bank.

<p>This is your Direct Debit Service Agreement with Good2Give, ABN 32 089 603 314, Direct Debit User ID. 471862. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.</p> <p>Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation in Schedule 4.</p>	
<b>Definitions</b>	<p><b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><b>us</b> or <b>we</b> means Good2Give, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p><b>you</b> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p><b>or</b></p> <p>We will only arrange for funds to be debited from <i>your account</i> if we have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
<b>2. Amendments by us</b>	<p>2.1 We may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen <b>(14) days</b> written notice.</p>
<b>3. Amendments by you</b>	<p>3.1 <i>You</i> may change*, stop or defer a debit payment, or terminate this agreement by providing <i>us</i> with at least fourteen <b>(14 days)</b> notification by emailing <i>us</i> at: <a href="mailto:workplacegiving@good2give.ngo">workplacegiving@good2give.ngo</a></p> <p><b>or</b></p> <p>by telephoning <i>us</i> on +612 9929 9633 during business hours;</p> <p><b>or</b></p> <p>arranging it through your own financial institution, which is required to act promptly on your instructions. *Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising <i>us</i> Good2Give your new account details.</p>

<p><b>4. Your obligations</b></p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your</i> account to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> <li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your</i> account by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</li> </ul> <p>4.3 <i>You</i> should check <i>your</i> account statement to verify that the amounts debited from <i>your</i> account are correct</p>
<p><b>5 Dispute</b></p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your</i> account, <i>you</i> should notify <i>us</i> directly on <a href="mailto:workplacegiving@good2give.ngo">workplacegiving@good2give.ngo</a> and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve your query more quickly. Alternatively <i>you</i> can take it up directly with your financial institution.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<p><b>6. Accounts</b></p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> <li>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your</i> account as direct debiting is not available on all accounts offered by financial institutions.</li> <li>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</li> <li>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.</li> </ul>
<p><b>7. Confidentiality</b></p>	<p>7.1 <i>We</i> will keep any information (including <i>your</i> account details) in <i>your</i> <i>Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</li> </ul>
<p><b>8. Notice</b></p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to:</p> <p><b>Charity Administration, Good2Give, Locked Bag 962, North Sydney, NSW 2059.</b></p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking</i> day after posting.</p>

## Schedule 4 – Direct Debit Request

Request and Authority to debit the account named below to pay Good2Give System Costs	
<b>Request and Authority to debit</b>	<p>Charity name _____ <b>“you”</b></p> <p>request and authorise Good2Give Direct Debit User ID. <i>(to be confirmed)</i> to arrange, through its own financial institution, a debit to your nominated account any amount Good2Give, has deemed payable by you according to the terms of this whole agreement.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>
<b>Insert the name and address of financial institution at which account is held</b>	<p><b>Financial institution name</b></p> <p>_____</p> <p><b>Address</b></p> <p>_____</p> <p>_____</p>
<b>Insert details of account to be debited</b>	<p><b>Name/s on account</b></p> <p>_____</p> <p><b>BSB number (Must be 6 Digits)</b>       _ _ _ _  -  _ _ _ _ </p> <p><b>Account number</b>                               _ _ _ _ _ _ _ _ _ _ </p>
<b>Acknowledgment</b>	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Good2Give as set out in this Request and in your Direct Debit Request Service Agreement.</p>
<b>Insert your signature and address</b>	<p><b>Signature</b></p> <p>_____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p><b>Address</b></p> <p>_____</p> <p>_____</p> <p><b>Date</b>                      ____ / ____ / ____</p>
<b>Second account signatory (if required)</b>	<p><b>Signature</b></p> <p>_____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p><b>Address</b></p> <p>_____</p> <p>_____</p> <p><b>Date</b>                      ____ / ____ / ____</p>