

Debit Card Service Agreement

The meaning of words printed in *italics* are explained in 8 below. Note, setting up a *Debit Card Authority* is only available to eligible customers where we have approved this as a payment option.

1. Debiting your account

1.1 A *Debit Card Authority*

1.2 By submitting a *Debit Card Authority*, you have authorised us to arrange for funds to be debited from *your card*. The *Debit Card Authority* and this *Agreement* set out the terms of the arrangement between us and you.

1.3 We will only arrange for funds to be debited from *your card* as authorised in the *Debit Card Authority*.

1.4 You acknowledge that we will apply any refunds due to you to *your card*.

2. Changes by us

2.1 We may from time to time vary any details of the Debit Card Service Agreement. However, any variations will only apply in respect of a request to debit funds from *your card* made after the variations came into effect.

3. Your Obligations

3.1 It is *your* responsibility to ensure that there are sufficient clear funds available on *your card* to allow the *debit payment* to be made in accordance with the *Debit Card Authority*.

3.2 If there are insufficient clear funds on *your card* to meet the *debit payment*:

- (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 for sufficient clear funds to be on *your card* by an agreed time and make a new request to us to debit funds from *your card*.

3.3 You should check *your card* statement to verify that the amount debited was correct.

4. Disputes

4.1 If you believe that there has been an error in debiting *your card*, you should notify us immediately. Alternatively, you can contact *your financial institution* for assistance.

4.2 We will investigate and deal promptly and in good faith with any such query, claim or complaint. If *your* query, claim or complaint cannot be resolved to *your* satisfaction when you contact us, we will inform you at that time of the length of time which we estimate the investigation will take.

4.3 If we conclude as a result of *our* investigations that *your card* has been incorrectly debited, we will arrange within a reasonable time with *your financial institution* to adjust *your card* (including interest and charges) accordingly. We will also notify you of the adjustment either orally or in writing.

4.4 If we conclude as a result of *our* investigations that *your card* has not been incorrectly debited, we will respond to *your* query by providing you with reasons and any evidence for this finding in writing.

5. Accounts

5.1 You should:

- (a) ensure that *your card* details which you have provided to us are correct by checking them; and
- (b) check with *your financial institution* if you are uncertain about any of the above matters before completing the *Debit Card Authority*.

6. Confidentiality

6.1 We will keep any information (including *your card* details) in *your Debit Card Authority* 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 or authorised by law; or
- (b) for the purposes of this *Agreement* (including disclosing information in connection with any query or claim); or
- (c) with *your* implied or express consent.

7. Definitions

<i>Agreement</i>	means this Debit Card Service Agreement between you and us.
<i>card</i>	means the debit card account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.
<i>debit payment</i>	means the particular transaction where the debit is made.
<i>Debit Card Authority</i>	means the written, verbal or online request between us and you to debit funds from <i>your card</i> .
<i>us, we or our</i>	means [GEM Finance].
<i>you</i>	means the person(s) who authorised the <i>Debit Card Authority</i> .
<i>your financial institution</i>	means the financial institution where you hold the <i>card</i> that you have authorised us to debit.

Please keep this information for *your* own records.

You can contact us on [0800 500 505]