



Donations Terms and Conditions

This Agreement sets out the terms and conditions between Veterans Off The Streets Australia – VOTSA Ltd (“VOTSA”) (ABN 46 613 632 045) (our, us, we) and you.

1. Introduction

1.1 This agreement also incorporates the Veterans Off The Streets Australia – VOTSA Ltd Site Terms and Conditions, Privacy Policy and Conditions of Sale Policy. These policies contain important information, and should be read before progressing further with this document.

1.2 You must take the time to read and understand this Agreement before proceeding with your donation. By proceeding and making a donation, you are agreeing to these terms and conditions.

1.3 VOTSA reserves the right to change this Agreement, and the incorporated policies, from time to time, and post the new version of this Agreement on the Site. You should regularly check the terms and conditions, including the incorporated policies.

1.4 This Agreement, and any new version of it in the future, takes effect immediately. Your continuation of payment after any variation of these terms and conditions, or variation of the related policies, by VOTSA constitutes your acceptance of the terms of the Agreement as it then stands.

2. Your responsibilities

2.1 It is your responsibility to ensure that:

- (a) you provide current and valid payment card details.
- (b) on the payment date there are sufficient cleared funds or available credit to make the payment including any processing fees.
- (c) you regularly check your account statement that the amounts deducted from your account are correct.
- (d) you advise us if the payment card is cancelled (for ongoing or regular payments only).
- (c) you advise us of changes to your contact details including your email, phone and contact address by informing VOTSA at accounts@votsa.org.au or by telephone to 1800 VOTSA OZ.

2.2 Changes to payments

- (a) If you have a recurring payment arrangement and want to make changes to your payment arrangements, you must contact us at least fourteen (14) business days prior to the next due payment date.
- (b) These changes may include:
 - (i) deferring the payment;
 - (ii) altering the schedule;
 - (iii) stopping an individual payment;
 - (iv) suspending an automatic payment;
 - (v) change of account details; and/or
 - (vi) cancelling an automatic payment completely.

3. Rights Reserved

VOTSA reserves the right to cancel a recurring payment arrangement if two (2) or more successive payments are declined by your financial institution. We will advise you to arrange an alternative payment method.

4. Online Payments

4.1 VOTSA prefers payment by Visa or MasterCard at time of registration. Payment card processing fees are passed on to the customer at time of processing the payment and are non-refundable.

4.2 All credit card and debit card payments are processed through the secure eWAY interface and are hosted by eWAY after processing. VOTSA does not retain your credit card details.

5. Privacy

Information that you provide to us will be kept confidential and may only be used to facilitate processing your request.

6. Dispute

6.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1800 VOTSA OZ and confirm your advice in writing via email to accounts@votsa.org.au with us as soon as possible so that we can resolve your query quickly.

6.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will re-credit your account with the amount incorrectly debited as soon as practicable.

6.3 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 our views.

6.4 Any queries you may have about an error made in debiting your 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 can still refer your concerns to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

7. How to Contact Us

7.1 If you wish to contact us about anything relating to these terms and conditions, please contact by phone on 1800 VOTSA OZ or via email accounts@votsa.org.au.

7.2 If you wish to contact us in writing, you should write to:
Veterans Off The Streets Australia – VOTSA Ltd
PO Box 309
CIVIC SQUARE ACT 2608

8. When We Contact You

8.1 Where we have to contact you in writing, we may do so by electronic message (if we have your email address or mobile phone number) or by post to the address you have given us.

7.2 Any notice given by post will be deemed to have been received by you on the next business day after posting.

8.3 Any notice given electronically will be deemed to have been received 24 hours after the message was sent unless the person sending the message knows or reasonably ought to suspect that the message was not delivered.

9. Australian Dollars

All transactions are processed through the website in Australian dollars.

10. Applicable Law

10.1 This Agreement shall be governed by and construed in accordance with the laws of the Australian Capital Territory.

10.2 The parties agree that the Courts of the Australian Capital Territory have jurisdiction over any legal disputes arising from this Agreement.

11. Severability

If any part of these terms are found to be void or unenforceable then those terms will be severed and the remaining terms will remain in force and constitute the agreement between you and VOTSA.

12. Transfer and Assignment

VOTSA reserve the right to transfer or assign the personal information, content and rights that we have in relation to you to any third party acquirer of our business.

13. Waiver

VOTSA's failure to exercise or enforce any right under these terms will not constitute a waiver of any such right.