



Direct Debit Request Service Agreement

Definitions

account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit 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.

direct debit request means the Direct Debit Request between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

transitional period means the period commencing on the industry implementation date for Direct Debit Requests (currently February 2008) and concluding in November.

us or *we* mean St Columba's College Ltd *you* have authorised by signing a *direct debit request*.

you mean the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

- 1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *you* and *us*.
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.
- 1.3 If the *debit day* falls on a day that is not a *business day*, we may direct *your financial institution* to debit *your account* on the following *business day*.
If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.
- 1.4 The onus is upon *you* to advise *us* immediately of any changes to your bank account from where funds are being direct debited. New bank account details must be provided to *us* in writing. Please note: verbal advice will not be considered as valid information and will not be acted upon. In the event of bank account changes *you* will be requested to complete a new direct debit authority if *you* have changed banks only. The new authority must be returned in good time before the next anticipated draw down date. Alternatively, *you* may make alternative payment arrangement in this instance if timing is an issue.

2. Changes by us

- 2.1 We may vary any details of this *agreement* or a *direct debit 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 *direct debit request* by contacting *us* on (03) 9337 5311
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least FOURTEEN (14) 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 account* at any time by giving *us* FOURTEEN (14) 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 account* to allow a *debit payment* to be made in accordance with the *direct debit request*.

- 4.2 If there are insufficient clear funds in *your account* to meet a *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 in *your account* by an agreed time so that *we* can process the *debit payment*
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct
- 4.4 If St Columba's College Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay St Columba's College Ltd 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 account*, *you* should notify *us* directly on (03) 9337 5311 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 account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.
- 5.3 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 this finding.
- 5.4 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 *you and us*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution*, which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

6. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

7. Confidentiality

- 7.1 *We* will keep any information (including *your account* details) in *your direct debit 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.
- 7.2 *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).

8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to The Business Manager, St Columba's College, PO Box 89, Essendon Vic 3040.
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted.