



# DIRECT DEBIT REQUEST SERVICE AGREEMENT

<b>Definitions</b>	<p><b>account</b> means the <i>account</i> held at <i>your financial institution</i> from which we are authorized 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 <i>Coolum Beach Christian College Ltd</i>, the Debit User <i>you</i> have authorized by signing a <i>direct debit request</i>.</p> <p><b>you</b> means the customer who signed the <i>direct debit request</i>.</p> <p><b>your financial institution</b> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorized <i>us</i> to arrange to debit.</p>
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>direct debit request</i>, you have authorized <i>us</i> to arrange for funds to be debited from <i>your account</i>. You 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 authorized 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 you are unsure about which day <i>your account</i> has or will be debited you should ask <i>your financial institution</i>.</p>
<b>2. Changes 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 (14) days written notice.</p>
<b>3. Changes by you</b>	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 07 5446 4780.</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> you must notify <i>us</i> in writing at least seven (7) days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your account</i> at any time by giving <i>us</i> at least seven (7) days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
<b>4. Your obligations</b>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> to allow a debit payment 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 account</i> 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 account</i> 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 account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p> <p>4.4 If <i>Coolum Beach Christian College Ltd</i> is liable to pay goods and services tax ('GST') on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay <i>Coolum Beach Christian College Ltd</i> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<b>5. Dispute</b>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on 07 5446 4780 and confirm with a notice in writing to <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> 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 account</i> (including any interest or charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> 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.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
<b>6. Accounts</b>	<p>6.1 <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 account</i> as direct debiting is not available on all <i>accounts</i> offered by financial institutions;</li><li>b) <i>your account</i> 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>
<b>7. Confidentiality</b>	<p>7.1 <i>We</i> will keep any information (including <i>your account details</i>) in <i>your direct debit request</i> confidential. <i>We</i> will make all reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of our employees or agents who have access to information about <i>you</i> do not make any unauthorized 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 the 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>
<b>8. Notice</b>	<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 PO Box 480, COOLUM BEACH QLD 4573.</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 banking day after posting.</p>