



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 <i>your account</i> to meet a <i>debit payment</i> :
	(a)	<i>you</i> may be charged a fee and/or interest by <i>your financial institution</i> ;
	(b)	<i>you</i> may also incur fees or charges imposed or incurred by <i>us</i> ; and
	(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>
	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
	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 <i>agreement</i> , then <i>you</i> 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 <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 (03) 9337 5311 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.
	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 account</i> has been adjusted.
	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.
	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>you and us</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.
6.	Accounts	
		<i>You</i> should check:
	(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 accounts offered by financial institutions.
	(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
	(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> .
7.	Confidentiality	
	7.1	<i>We</i> will keep any information (including <i>your account</i> details) in <i>your 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.
	7.2	<i>We</i> will only disclose information that <i>we</i> have about <i>you</i> :
	(a)	to the extent specifically required by law; or
	(b)	for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8.	Notice	
	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 The Business Manager, St Columba's College, PO Box 89, Essendon Vic 3040.
	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> .
	8.3	Any notice will be deemed to have been received two <i>business days</i> after it is posted.