



St Columba's College Ltd
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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.

- 1.1 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.
- 2.1 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.
- 3.1 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	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> 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"> (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> <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 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.</p>
5. Dispute	<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 (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.</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 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.</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>you and us</i>. If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your</i> financial institution, which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
6. Accounts	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> (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	<p>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.</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"> (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	<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 The Business Manager, St Columba's College, PO Box 1103, Moonee Ponds Vic 3039.</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 two <i>business days</i> after it is posted.</p>