

# Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with **OUR LADY OF MERCY COLLEGE, ABN: 53 978 875 176 , USER ID: 605886**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

## 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*.

**banking 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*.

**us** or **we** means **OUR LADY OF MERCY COLLEGE**, (the Debit User) *you* have authorised by signing a *direct debit request*.

**you** means the customer who signed the *Direct Debit Request*.

**your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

## 1. Debiting your account

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 *us* and *you*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*.

If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

## 2. Amendments by us

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. Amendments by you

*You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least fourteen (14) days' notification by writing to: **Our Lady of Mercy College, PO Box A220, Australind 6233** or by telephoning *us* on (08) 9720 3300 during business hours or arranging it through your own financial institution.

## 4. Your obligations

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*.

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*.

*You* should check *your account* statement to verify that the amounts debited from *your account* are correct

If **OUR LADY OF MERCY COLLEGE** is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay **OUR LADY OF MERCY COLLEGE** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Dispute

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on (08) 9720 3300 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve your query more quickly. Alternatively *you* can take it up with your financial institution direct.

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.

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 in writing.

## 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

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

*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.

*We* will only disclose information that *we* have about *you*:

(a) to the extent specifically required by law; or

for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## 8. Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to : **Our Lady of Mercy College, PO Box A220, Australind 6233** . *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.