

## St Mary Star of the Sea Catholic School

# **Direct Debit Request Service Agreement**

The following is your Direct Debit Service Agreement with **St Mary Star of the Sea Catholic School ABN 21 607 198 211**]. 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 St Mary Star of the Sea Catholic School User ID 375203, (the Debit User) you have authorised by requesting a Direct Debit Request. you means the customer who has signed or authorised by other means 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

- 1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *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*.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.

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We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 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	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.	Amendments by you	3.1	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:  St Mary Star of the Sea Catholic School Johnston Street CARNARVON WA 6701  or
			by telephoning us on 9941 1328 during business hours;
			or
			arranging it through your own financial institution.
4.	Your obligations	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> .
		4.2	If there are insufficient clear funds in <i>your account</i> to meet a <i>debit</i> 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 <i>debit payment</i> 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 <i>debit payment</i> .
		4.3	You should check your account statement to verify that the amounts debited from your account are correct
		4.4	If <b>St Mary Star of the Sea Catholic School</b> 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 <b>St Mary Star of the Sea Catholic School</b> 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 <i>your account</i> , <i>you</i> should notify us directly on 9941 1328] 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.
		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 in writing.

6.	Accounts	You 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 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 <i>agreement</i> (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 Ms Carmel Costin 9941 1328	
		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 on the third <i>banking</i> day after posting.	

**Comments Section (where applicable)**