

Direct Debit Request Service Agreement

Request and Authority to debit the account named below to pay Cherrybrook Swim School Pty Ltd

Name of Student(s) _____

Request and Authority to debit

Surname _____

Given names _____ ("you")

request and authorise Cherrybrook Swim School Pty Ltd, Debit User Identification Number 330714, to arrange for any amount Cherrybrook Swim School Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name _____

Address _____

Insert details of account to be debited

Name of account _____

BSB number | | | | | - | | | | | _____

Account number | | | | | | | | | | | | | | | | | | | | | _____

Acknowledgment

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Cherrybrook Swim School Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

Frequency of debits

The first debit may be made on 01 / / and at monthly intervals after that

Signature

Address _____

Date _____

How did you find out about Carlile Swimming?

- Past client Friend/Referral Sign/Poster Yellow Pages Website
 Advertising Newspaper Mail Drop School Program Preschool Visit
 Shopping Centre Display Expo Other _____

Direct Debit Request Service Agreement CUSTOMER TO RETAIN THIS COPY

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 Cherrybrook Swim School Pty Ltd, the Debit User *you* have authorised by signing a *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

- 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* authorised in the *direct debit request*. Fees will be direct debited in advance, on the first day of each month. A schedule of our current fees is available at Reception.
- 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. Changes 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. Changes by you

- Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 02 9980 7822.
- If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least 7 days before the next *debit day*. This notice should be given to *us* in the first instance.
- You* may also cancel *your* authority for *us* to debit *your account* at any time by giving *us* 7 days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance. Cancellation forms are available at Reception.

4. Your obligations

- 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*.
- If there are insufficient clear funds in *your account* to meet a *debit payment*:
 - you* may be charged a fee and/or interest by *your financial institution*;
 - you* may also incur fees or charges imposed or incurred by *us*; and
 - 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 Cherrybrook Swim School Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Cherrybrook Swim School Pty Ltd 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 02 9980 7822 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 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.
- Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution*, which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

6. Accounts

- You* should check:
 - 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;
 - 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*:
 - 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 33 Shepherds Drive, Cherrybrook, NSW 2126.
- 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 two *banking days* after it is posted.