

Direct Debit Request Service Agreement

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

Name of Student(s)

Request and Authority to debit

Surname

Given names ("you")

request and authorise Castle Cove Swim School Pty Ltd, Debit User Identification Number 226107, to arrange for any amount Castle Cove 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 Castle Cove 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 Castle Cove Swim School Pty Ltd, 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* 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 us and you.
- 1.2 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.
- 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. 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 02 9417 2060.
- 3.2 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.
- 3.3 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

- 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 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.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

- 4.4 If Castle Cove 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 Castle Cove Swim School Pty Ltd 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 your account, you should notify us directly on 02 9417 2060 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 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.
- 5.4 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

- 6.1 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
 - 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 agreement (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 2b Holly Street, Castle Cove, NSW 2069.
- 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 two banking days after it is posted.