

## MAZENOD COLLEGE: DIRECT DEBIT REQUEST SERVICE AGREEMENT

The following is your Direct Debit Service Agreement with **Mazenod College ABN 53 128 213 267**. 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	authe agre and bani holid debi dire us o requ you Direc you	<ul> <li>account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</li> <li>agreement means this Direct Debit Request Service Agreement between you and us.</li> <li>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</li> <li>debit day means the day that payment by you to us is due.</li> <li>debit payment means a particular transaction where a debit is made.</li> <li>direct debit request means the Direct Debit Request between us and you.</li> <li>us or we means Mazenod College (the Debit User) you have authorised by requesting a Direct Debit Request.</li> <li>you means the customer who has signed or authorised by other means the Direct Debit Request.</li> <li>your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.</li> </ul>	
1. Debiting your account	1.1	By signing a <i>Direct Debit Request</i> or by providing us with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i> . <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i> .	
	1.2	<ul> <li>We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.</li> <li>or</li> <li>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.</li> </ul>	
	1.3	If the <i>debit day</i> falls on a day that is not a <i>banking day</i> , we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i> . If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i> .	

2.	Amendments by us	2.1	We may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen <b>(14) days</b> written notice.
3.	Amendments by <i>you</i>	3.1	You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen <b>(14 days)</b> notification by writing to: The Finance Director Mazenod College 55 Gladys Road LESMURDIE WA 6076
			<ul> <li>Or by telephoning us on 9291 1500 during business hours;</li> <li>Or arranging it through your own financial institution.</li> </ul>
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	<ul> <li>If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</li> <li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>(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>.</li> </ul>
		4.3	You should check your account statement to verify that the amounts debited from your account are correct
		4.4	If <i>Mazenod College</i> 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 <i>Mazenod College</i> 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 <b>9291 1500</b> 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
		5.2	If we conclude as a result of our investigations that <i>your</i> account 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</i> account (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> 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	<ul> <li>You should check: <ul> <li>(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.</li> <li>(b) your account details which you have provided to us are correct by checking them against a recent account statement; and</li> <li>(c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.</li> </ul> </li> </ul>
7.	Confidentiality	<ul> <li>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.</li> <li>7.2 We will only disclose information that we have about you: <ul> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).</li> </ul> </li> </ul>
8.	Notice	<ul> <li>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:</li> <li>Mazenod College</li> <li>55 Gladys Road</li> <li>LESMURDIE WA 6076</li> <li>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the <i>Direct Debit Reques</i> t.</li> <li>8.3 Any notice will be deemed to have been received on the third banking day after posting.</li> </ul>

**Comments Section (where applicable)** 

## Completing the Direct Debit Request Form (DDR) Form and the BPOINT Online Payment Service – Credit Card Payment Request

Please refer to the form and the section titled "Frequency of Debits".

When completing this section an option is provided to nominate a 'Final Payment Date'.

- If a date is nominated after the final payment has been processed from your bank account your direct debit authority is automatically cancelled and all associated information is deleted from the database.
- To maximise service efficiency to customers, it is suggested that families consider **'suspending'** their payments after the final debit has been made, with payments **'resuming'** in February of the following year.
- To choose this option, complete the section titled 'Suspend debits after final payment and resume on'.
- A further benefit of this option is that it is not necessary to complete another Direct Debit Request Form the following year as a simple phone call to the College to amend payments will suffice.
- Another option offered is to leave the Final Payment Date blank. Payments are then considered to be **'Ongoing'** and will continue as such until requested otherwise.

For assistance in completing the direct debit payment forms and for all enquiries regarding calculation of payments

Please contact: Finance Department on 9291 1414 or 9291 1500.