# DIRECT DEBIT REQUEST SERVICE AGREEMENT

The following is your Direct debit Service Agreement with Chevalier College ABN 21 328 709 826. 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

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
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<tbody>
<tr>
<td>account</td>
<td>means the account held at your financial institution from which we are authorised to arrange for funds to be debited</td>
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<tr>
<td>agreement</td>
<td>means this Direct Debit Request Service Agreement between you and us</td>
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<tr>
<td>banking day</td>
<td>means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia</td>
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<td>debit day</td>
<td>means the day that payment by you to us is due</td>
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<td>debit payment</td>
<td>means a particular transaction where a debit is made</td>
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<tr>
<td>direct debit request</td>
<td>means the Direct Debit Request between us and you</td>
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<tr>
<td>us or we</td>
<td>means Chevalier College (the Debit User) you have authorised by signing a Direct Debit Request</td>
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<tr>
<td>you</td>
<td>means the customer who has signed or authorised by other means the Direct Debit Request</td>
</tr>
<tr>
<td>your financial institution</td>
<td>means the financial institution nominated by you on the DDR at which the account is maintained</td>
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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.

   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.

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 thirty (30) 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 five (5) days notification by writing to:
   Chevalier College, PO Box 243 Bowral NSW 2576; OR
   downloading and completing the Alteration to Direct Debit Authority located on the College’s website; OR
   telephoning us on 02 4861 1488 during business hours.

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 will incur an administration fee imposed by us as per the Fees Schedule

   (c) you must arrange for the debit payment to be made on another day or caught up.

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

5. **Dispute**

   5.1. If you believe that there has been an error in debiting your account, you should notify us directly on phone number 02 4861 1488 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 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.

7. **Confidentially**

   The College will at all times ensure the details of each client will remain confidential and only released to the College’s or client’s institution.

8. **Notice**

   8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to Chevalier College, PO Box 243 Bowral NSW 2576.

   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 banking after Posting.