



Direct Debit Service Agreement D2 – DLSA COPY

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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* (and includes any form PD_C approved for use in the *transitional period*)

Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding calendar months from that date.

us or *we* means *DARREN LANGE SWIMMING ACADEMY*, (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* 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*. 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* in person at the DLSA office.
 - 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least 14 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* 14 days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.
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 fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit payment* to be made by another method within 7 (seven) days of notification of the amount due.
 - 4.3 *You* should check *your* account statement to verify that the amounts debited from *your* account are correct
 - 4.4 If the *Darren Lange Swimming Academy* is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay the *Darren Lange Swimming Academy* 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 46330444 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

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 **DIRECT DEBIT, DLSA, PO BOX 9010, TOOWOOMBA QLD, 4350.**
- 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* day after posting.

I, _____ (Print Full Name) have read and agree to the terms and conditions set out by DLSA, to partake in direct debit payments to be taken from my nominated account as payment of swimming lessons to DLSA.

I have read, signed and agree with forms D1, D2 and D5.

(If you have not been given any of these forms please contact our Admin Team at your earliest convenience)

Signed: _____

Dated: ____/____/20____