

Direct Debit Request Service Agreement

ABN NO: 14092672387 Sunnybank
 ABN NO: 83588517972 Pacific Pines



The following is your Direct Debit Service Agreement with Andrew Baildon's SUPERFISH Swim Schools. 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	<p>account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between you and us.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by you to us is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between us and you.</p> <p>us or we means SUPERFISH Swim Schools (the Debit User) you have authorised by signing a Direct Debit Request.</p> <p>you means the customer who has signed or authorised by other means the Direct Debit Request.</p> <p>your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.</p>
1. Debiting your account	<p>1.1 By signing a <i>Direct Debit Request</i> 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 <i>Direct Debit Request</i> and this agreement for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>1.3 The <i>debit day</i> will be deducted on the first Tuesday of each calendar month with the exception that in January the <i>direct debit</i> will be on the second Tuesday of that month.</p>
2. Amendments by us	<p>2.1 <i>We</i> 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.</p>
3. Termination of Agreement by you	<p>3.1 <i>You</i> may terminate this agreement by providing us with TWO (2) WEEKS written notice prior to the processing DATE of next month's Direct Debit. A Cancellation of Direct Debit Authority form which can be obtained from reception at your respective centre.</p>
4. Your obligations	<p>4.1 It is <i>your</i> 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.</p> <p>4.2 If there are insufficient clear funds in your account to meet a debit payment: (a) <i>you</i> may be charged a fee and/or interest by your financial institution; (b) <i>you</i> will incur a fee of \$5.00 from the National Australia Bank should your deduction dishonour; and (c) <i>you</i> must arrange for the debit payment to be made by another method during the same calendar month that the fees are due.</p> <p>4.3 <i>You</i> should check your account statement to verify that the amounts debited from <i>your account</i> are correct</p>

<p>5 Dispute</p>	<p>5.1 If you believe that there has been an error in debiting your account, you should notify SUPERFISH Swim Schools 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 direct.</p> <p>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.</p> <p>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.</p>
<p>6. Accounts</p>	<p>6.1 You should check:</p> <ul style="list-style-type: none"> (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.
<p>7. Confidentiality</p>	<p>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.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (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).
<p>8. Notice</p>	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to SUPERFISH Swim Schools, PO Box 196, Ashmore City QLD 4214 or pass a confidential letter to reception at your respective centre.</p> <p>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.</p> <p>8.3 Any notice will be deemed to have been received on the third banking day after posting.</p>