

Direct Debit Request – Service Agreement

The following is your Direct Debit Service Agreement with **DE KORT ENTERPRISES PTY LTD ATFT DE KORT FAMILY TRUST T/AS SWIM AND SURVIVAL ACADEMY, ABN 35389463059 & User Id 483599**. 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

- **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 DE KORT ENTERPRISES PTY LTD ATFT DE KORT FAMILY TRUST T/AS SWIM AND SURVIVAL 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** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

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*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

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. Amendments by us

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. Amendments by you

You may change, stop or defer a debit payment, or terminate this *agreement* by providing *us* with at least fourteen (14) days' notification by writing to: 403 Dowling St Wendouree , Vic 3355. or by telephoning *us* on (03) 5339 9911 during business hours or arranging it through *your own financial institution*.

4. Your obligations

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*.

*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.*

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

If DE KORT ENTERPRISES PTY LTD ATFT DE KORT FAMILY TRUST T/AS SWIM AND SURVIVAL ACADEMY, is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay DE KORT ENTERPRISES PTY LTD ATFT DE KORT FAMILY TRUST T/AS SWIM AND SURVIVAL ACADEMY, on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

If you believe that there has been an error in debiting your account, you should notify us directly on (03) 5339 9911 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.

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.

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; 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

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.

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

If you wish to notify us in writing about anything relating to this agreement, you should write to 403 Dowling St Wendouree , Vic 3355.

We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

Any notice will be deemed to have been received on the third banking day after posting.