

Direct debit service agreement Terms and Conditions

ABN: 34 429 367 893 CRICOS Registration: The Council of St Andrew's Cathedral School 02276M **St Andrew's Cathedral School** Gadigal Country Sydney Square Sydney NSW 2000, Australia T +61 2 9286 9500

www.sacs.nsw.edu.au

The following is your Direct Debit Service Agreement with St Andrew's Cathedral School. 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 online Direct Debit request.

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 St Andrew's Cathedral School, 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 submitting an online 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 online 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.
- 1.4. This Direct Debit Request shall remain in place until the end of your nominated payment cycle. 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 14 days' written notice.
- 2.2. Refer to Clause 4.1, where there is a discrepancy on the agreed Direct Debit schedule, we will amend as necessary.

3. Changes by you

3.1. You may change, or terminate this Agreement by providing us with at least seven business days notification in writing to St Andrew's Cathedral School at A2@sacs.nsw.edu.au

4. Your obligations

- 4.1. It is your responsibility to schedule your instalments as provided and agreed with the Finance team.
- 4.2. 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.

- 4.3. If there are insufficient clear funds in your account to meet a debit payment:
 - 4.3.1. you may be charged a fee and/or interest by your financial institution;
 - 4.3.2. you may also incur fees or charges imposed or incurred by us; and
 - 4.3.3. you must arrange for the debit payment to be made by another method.
- 4.4. You should check your account statement to verify that the amounts debited from your account are correct.
- 4.5. If St Andrew's Cathedral School is liable to pay GST on a supply made in connection with this agreement, then you agree to pay St Andrew's Cathedral School 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 02 9286 9638 or by email to A2@sacs.nsw.edu.au
- 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.

6. Accounts

- 6.1. You should check:
 - 6.1.1. 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.

- 6.1.2. your account details which you have provided to us are correct by checking them against a recent account statement; and
- 6.1.3. with your financial institution before completing the online 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:
 - 7.2.1. to the extent specifically required by law; or
 - 7.2.2. 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 email A2@sacs.nsw.edu.au
- 8.2. We will notify you by email to the email address you have given us in the online Direct Debit Request.
- 8.3. Any notice will be deemed to have been received if no reply is made within the third banking day of a notice being sent.