

DIRECT DEBIT AUTHORITY (DDR) AND CONTRACT



- EVERTON HILLS** - 97 Flockton Street Everton Hills - PH. 3353 6799
 - SPRINGWOOD** - Shop 13/1 - 11 Lexington Road Underwood - PH. 3841 1555
 - MT GRAVATT EAST** - 35 Wecker Rd Mt Gravatt East - PH. 3343 2111
 - CAPALABA** - 1-7 Finucane Road Capalaba, Qld. 4157 - PH. 3841 1555
- ABN: 47 277 156 299

Your Family Details

Family ID:

First Name: _____ Surname: _____

Address: _____

Suburb: _____ Postcode: _____ Home Phone: _____

Mobile: _____ Work: _____ Email: _____ @ _____

Child 1: _____ Child 2: _____ Child 3: _____ Child 4: _____

The Schedule - payment via credit card not available

Account of Name: _____

BSB Number · Account Number

Payment Plan - please note: annual family membership fee automatically added each year in September/October

1st payment - this is what I agree to pay:

How Often: on the 1st day of each month

Monthly Fee: \$ ·

Total: \$ ·

From: / / (first payment date)

If you wish to terminate your contract at the end of the minimum term of 2 months monthly please initial here: _____

Please print your name

Finish date: ___/___/20___

Ongoing payment - this is what I agree to pay:

Monthly Fee: \$ ·

Total: \$ ·

From: / / (ongoing payment date)

If you are happy for your direct debit to continue until you advise us in writing that you wish to stop please initial here: _____

Please print your name

(Payment can only be terminated after the minimum term/payments have been completed and paid in full)

I/We _____ Authorise and request Sam Riley Swim
(Surname) (First Name)

Schools to arrange, through it's own financial institution, for any amount Sam Riley Swim Schools (ID # 300443) may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified above and paid to Sam Riley Swim Schools, subject to the terms and conditions of the Direct Debit Request Service Agreement and any further instructions provided above.

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Sam Riley Swim Schools as set out in this request and in your Direct Debit Request Service Agreement.

Signature of Customer: _____ Signature date: / /

Joint account holder: _____ Signature date: / /

Witness signature (staff): _____ Signature date: / /

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*.

business 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 *Sam Riley Swim Schools*, 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 *business day*, we may direct *your financial institution* to debit *your account* on the following *business 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* on

Sam Riley Swim Schools
Att: Sue Noonan
PO Box 1562
Capalaba, Q. 4157

Or email - sue@samrileyswimschools.com

3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least fourteen (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 (after the initial minimum term of 2 months) by giving *us* fourteen (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*:

- you* may be charged a fee and/or interest by *your financial institution*;
- you* will also incur a \$25 dishonour fees by *us*; and
- 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 the 7th of that month so that we can re-process the *debit payment*.

4.3 *You* should check *your* account statement to verify that the

amounts debited from *your* account are correct

4.4 If *Sam Riley Swim Schools* is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay *Sam Riley Swim Schools* 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 to - sue@samrileyswimschools.com and confirm that in writing to: Attention Sue Noonan PO Box 1562 Capalaba, Qld. 4157 - 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:

- 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.
- your* account details which *you* have provided to *us* are correct by checking them against a recent account statement; and 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*:

- to the extent specifically required by law; or
- 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:

Attention Sue Noonan
PO Box 1562
Capalaba, Qld. 4157

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 two *business Days* after it is posted.

Bookings confirmed: Customer details: Membership Fee: Family ID added:
Direct Debit - Bookings - DD yes Fees adj. Family - DD yes BSB & Acc# entered:
Completed by: ___/___/___ Checked by: ___/___/___