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 Saturday, Sunday or a public holiday listed throughout South Australia.

"debit day" means the day that the payment by you to us is due.

"debit payment" means a particular transaction where a debit is made.

"direct debit request" means the completed Notification of Payment Method Form with a Direct Debit request between you and us.

"us or we" means Investigator College (via Trinity College acting as agent) is 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 debit.

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 you and us.

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 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

We may vary any details of this agreement or a Direct Debit request at anytime by giving you at least fourteen (14) days’ written notice.

3. CHANGES BY YOU

Subject to the following points, you may change the arrangements under a Direct Debit request by contacting us. Surnames A – M contact Maria Burt on (08) 8555 7214 Surnames N – Z contact Trudy Hutchesson on (08) 8551 0904 or accounts@investigator.sa.edu.au

If you wish to stop or defer a debit payment you must notify us in writing at least one business day before the next debit day.

You may also cancel your authority for us to debit your account at any time by giving us one business day notice in writing before the next debit day.

4. YOUR OBLIGATIONS

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.

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 may also incur fees or charges imposed or incurred 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 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 National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this agreement, then you agree to pay the National 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 (08) 8555 7529 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

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.

Any queries you may have about an error made in debiting your account should be directed to us in the first instance so we can attempt to resolve the matter. 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.

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 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

If you wish to notify us in writing about anything relating to this agreement, please write to the Assistant Business Manager, Jenny Penny, at 2 Glendale Grove, Goolwa 5214 or alternatively via email at j penny@investigator.sa.edu.au

We will notify you by sending a notice to the address you have already provided us.

Any notice will be deemed to have been received four business days after it is sent.