

Direct debit request service agreement

This is the **Direct Debit Service Agreement** with Selmar Education Holdings Pty Ltd, ABN 31 111 455 451. It explains 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. Please keep this agreement 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 authorisation.

- 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 (DDR) between us and you.
- Us or we means Selmar Education Holdings Pty Ltd, (the Debit User) you have authorised by requesting a Direct Debit Request.
- You or your means the customer who has signed or authorised by other means 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

1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account.

1.2 We will arrange for your financial institution to debit your account in accordance with your instructions given to us in the Payment Authorisation section. If, however, a debit payment is due on a day: a) which is not contained in a particular month; or b) which is not a business day, then the debit payment will be made on the last day of that month or on the preceding business day respectively. If you are uncertain as to when a debit payment will be processed, you should contact your financial institution for assistance.

2. Changes by us

We may vary any details of this agreement or the direct debit request at any time (including cancelling it). We will give you notice in writing of any such change at least fourteen (14) days before the change takes effect.

3. Changes by you

You may request to stop or defer a debit payment or alter, suspend or cancel the direct debit request at any time.

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:

- 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.
- 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.
- d) additional payments may be added to your payment schedule to cover any debit payment declined due to insufficient funds.

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

4.4 If we are liable to pay goods and services tax ("GST") on a supply made by us in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable or 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 immediately.

5.2 We will investigate and deal promptly and in good faith with any such query, claim or complaint. If your query, claim or complaint cannot be resolved to your satisfaction in that call, we will inform you at that time of the length of time which we estimate the investigation will take.

5.3 If we conclude as a result of our investigations that your account has been incorrectly debited we will adjust your account (including interest and charges) accordingly by directly crediting your account or sending you a refund cheque at our discretion. We will also notify you of the adjustment either orally or in writing.

5.4 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.

5.5 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

6.1 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) that 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 if you are uncertain about either of the above matters before completing 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:

- a) to the extent specifically required or authorised by law; or
- b) for the purposes of this agreement (including disclosing information in connection with any query or claim);
- c) with your implied or express consent

8. Notice

8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to: accounts@selmar.edu.au

8.2 We will notify you by sending a notice via email to the address you have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received on the third banking day after the email has been sent.