

Buninyong Golf Club Inc
613 Learmonth Street
P.O. Box 112
Buninyong 3357
Tel: 03 5341 3217
Fax: 03 5341 3241



ABN 13 107 129 559

Direct Debit Request

This is your Direct Debit Service Agreement with **Buninyong Golf Club Inc, User Id 461758 & ABN 13 107 129 559**. 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.

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 **Buninyong Golf Club Inc**, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you 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* or by providing *us* with a valid instruction, *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*.

or

We will only arrange for funds to be debited from *your account* if *we* have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

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*. If *you* are unsure about which day *your account* has or will be

debited *you* should ask *your financial institution*.

1.4 We will only arrange for funds to be debited from your account as authorised in the direct debit request.

1.5 We can debit your Account for any dishonoured payment at any time.

1.6 If any instalment is dishonoured, we may debit your Account for any fees we incur.

2. Amendments 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. Amendments by you

3.1 Please note that *you* have elected to pay your annual subscriptions by way of a monthly direct debit arrangement

3.2 Whilst the Club is happy to accept this arrangement, *you* should bear in mind that in the event that *you* should cease to be a member during the year for whatever reason, the amount then owing for the annual subscription will remain due and payable.

3.3 Subject to the above *you* may change the arrangements under a direct debit request by telephoning us on 5341 3217 during office hours.

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*; 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*.

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

4.4 *You* remain responsible for full and final payment for the goods and services to be supplied by *us* as long as *we* remain able to provide those goods and services to *you*. Inability on *your* part to continue to use the goods and services is not a cause for termination of this Authority.

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **035341 3217** 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 directly with *your* financial institution.

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 in writing.

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:

- (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

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 by law; or
- (b) 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 **Buninyong Golf Club Inc, P.O. Box 112, Buninyong 3357.**

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 on the third *banking day* after posting.

Your Signature _____

Date _____