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# Direct Debit Request

Request and Authority to debit the account named below to pay Community Aquatics Pty Ltd.  
[ for the **Macksville Memorial Aquatic and Fitness Centre - MMAFC** ]

Request and Authority to debit	<p><b>Your Surname or company name</b> _____</p> <p><b>Your Given names or ABN/ARBN</b> _____ "you"</p> <p>request and authorise Community Aquatics Pty Ltd [User ID 497754] to arrange, through its own financial institution, a debit to your nominated account any amount Community Aquatics Pty Ltd, has deemed payable by <i>you</i>.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>
Insert the name and address of financial institution at which account is held	<p><b>Financial institution name</b> _____</p> <p><b>Address</b> _____</p> <p>_____</p>
Insert details of account to be debited	<p><b>Name/s on account</b> _____</p> <p><b>BSB number (Must be 6 Digits)</b>  __ _ _ _  -  __ _ _ _ </p> <p><b>Account number</b>  __ _ _ _ _ _ _ _ _ _ _ _ _ _ _ </p>
Acknowledgment	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Community Aquatics Pty Ltd as set out in this Request, your Direct Debit Request Service Agreement and in your MMAFC Membership Agreement.</p>
Insert your signature, and address	<p><b>Signature</b> _____ (If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p><b>Address</b> _____</p> <p>_____</p> <p><b>Date</b> ___ / ___ / ___</p>
Second account signatory (if required)	<p><b>Signature</b> _____ (If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p><b>Address</b> _____</p> <p>_____</p> <p><b>Date</b> ___ / ___ / ___</p>

<b>Direct Debit Service Agreement</b>	
This is your Direct Debit Service Agreement with Community Aquatics Pty Ltd [User ID 497754 & ABN 45 169 749 713]. 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 and MMAFC Membership Agreement.	
<b>Agreement.</b>	<b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited. <b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i> . <b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia. <b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due. <b>debit payment</b> means a particular transaction where a debit is made. <b>direct debit request</b> means the Direct Debit Request between <i>us</i> and <i>you</i> . <b>us</b> or <b>we</b> means Community Aquatics Pty Ltd (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i> . <b>you</b> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i> . <b>your financial institution</b> means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.
<b>Definitions</b>	
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i>, this <i>agreement</i> and <i>MMAFC Membership Agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i> and <i>your MMAFC Membership Agreement</i>. <b>Or</b>, <i>We</i> will only arrange for funds to be debited from <i>your account</i> if <i>we</i> have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
<b>2. Amendments by us</b>	2.1 <i>We</i> may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (14) days written notice. <b>Or</b> , by giving <i>you</i> twenty-eight (28) days notice utilising on-site advertising signage at the facility <i>you</i> are a member.
<b>3. Amendments by you</b>	<p>3.1 <i>You</i> may change*, stop or defer a debit payment, or terminate this agreement by providing <i>us</i> with at least fourteen (14) days notification by writing to <a href="mailto:debitservices@macksvillemafc.com.au">debitservices@macksvillemafc.com.au</a> <b>Or</b>, completing the appropriate form - available from the MMAFC. <b>Or</b>, arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>* <i>Note</i>: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising <i>us</i> your new account details.</p>
<b>4. Your obligations</b>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a debit payment to be made in accordance with the <i>Direct Debit Request</i> and <i>MMAFC Membership Agreement</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</p> <p>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p>
<b>5. Dispute</b>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on (02) 6568 1445, and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve your query more quickly; at either, PO Box 982 Windsor NSW 2756, <b>Or</b> <a href="mailto:debitservices@macksvillemafc.com.au">debitservices@macksvillemafc.com.au</a> Alternatively, <i>you</i> can take it up directly with your financial institution.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<b>6. Accounts</b>	<p><i>You</i> should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</p> <p>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.</p>
<b>7. Confidential Information</b>	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
<b>8. Notice</b>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to <a href="mailto:debitservices@macksvillemafc.com.au">debitservices@macksvillemafc.com.au</a> or via details shown on <a href="http://www.macksvillemafc.com.au">www.macksvillemafc.com.au</a></p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the fifth <i>banking day</i> after posting.</p>