

Direct Debit Request

**Request and Authority to debit the account named below to pay
STUDY GROUP AUSTRALIA PTY LIMITED**

Request and Authority to debit by Account Holder	<p>Surname or company name: _____</p> <p>Given name or ACN/ARBN: _____</p> <p>request and authorise Study Group Australia Pty Limited (168504) to arrange for any amount Study Group Australia Pty Limited may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreements [and any further instructions provided below.]</p>
Student Details	<p>Student's Name <i>(if the Student is not the Account Holder)</i></p> <p>Surname: _____</p> <p>Given Name: _____</p> <p>Student Number: _____</p>
Insert the name and address of financial institution at which account is held	<p>Financial institution name: _____</p> <p>Address: _____</p>
Insert details of account to be debited	<p>Name of account _____</p> <p>BSB number _ _ _ - _ _ _ </p> <p>Account Number _ _ _ _ _ _ _ _ _ _ _ _ _ _ </p>
Acknowledgement	<p>By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Study Group Australia Pty Limited as set out in this Request and in your Direct Debit Request Service Agreement.</p>
Further debit instructions	<p>The maximum amount to be debited at any one time is;</p> <p>\$ _ _ _ _ _ _ _ _ - _ _ _ _ </p> <p>with the first debit to be made on ____ / ____ / ____ and at monthly intervals after that, in accordance with your/the Student's payment terms.</p>
Insert signature and address of Account Holder	<p>Signature _____</p> <p>(if signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>_____</p> <p>Date __ / __ / __</p>
<p align="center">Free form section for the use of the Debit User</p>	



Direct Debit Request Service Agreement

Definitions	<p><i>account</i> means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>business day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>debit payment</i> means a particular transaction where a debit is made.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i> (and includes any Form PD-C approved for used in the <i>transitional period</i>).</p> <p><i>payment terms</i> means the dates and amounts that are owed by <i>you or the student</i> to <i>us</i> under <i>your/the student's</i> enrolment contract.</p> <p><i>the student</i> means the person who is actually enrolled in a course with <i>us</i>.</p> <p><i>transitional period</i> means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.</p> <p><i>us or we</i> means Study Group Australia <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
1. Debiting your account	<p>1.1 By signing a <i>direct debit request</i>, <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> and this <i>agreement</i> for the terms of the arrangement between <i>you</i> and <i>us</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>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>business day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>business 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>
2. Changes by us	<p>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.</p>

<p>3. Changes by you</p>	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 02 9248 1888 (Violet Pritchard).</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least 7 days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> 7 days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
<p>4. Your obligations</p>	<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 <i>debit payment</i> to be made in accordance with the <i>direct debit request</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> will also incur a \$ 25.00 administration fee imposed 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> <p>4.4 If National Australia Bank Limited A.C.N 004 004 937 (“National”) is liable to pay goods and services tax (“GST”) on a supply made by the National in connection with this <i>agreement</i>, then <i>you</i> agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5. Dispute</p>	<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 9248 1888 (Violet Pritchard) and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account 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 <i>our</i> 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.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your</i> account should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your</i> financial institution which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>

<p>6. Accounts</p>	<p>6.1 <i>You</i> should check:</p> <ul style="list-style-type: none"> (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. (b) <i>your</i> account details which <i>you</i> have provided to us are correct by checking them against a recent <i>account</i> statement; and (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>7. Confidentiality</p>	<p>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.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by the law; or (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Violet Pritchard, Study Group Australia, Level 8, 28 Margaret St, SYDNEY NSW 2000</p> <p>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</p> <p>8.3 Any notice will be deemed to have been received two business days after it is posted.</p>