APPENDIX A
DIRECT DEBIT REQUEST SERVICE AGREEMENT

By signing the Direct Debit Request (DDR), you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement.

1. Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

Account means the account nominated in the DDR, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

Agreement means the Terms and Conditions, including the Schedules to those Terms and Conditions, as amended from time to time;

DDR means the Direct Debit Request between us and you as amended from time to time;

Financial Institution is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

‘We’ means Education Quarter and ‘You’ means the Customer/s who signed the DDR.

2. Monthly Direct Debit payments will be deducted as per the payment schedule each month. Quarterly Direct Debit payments will be deducted on the first payment date of each term. If the payment date falls on a public holiday or weekend, the payment will be processed on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with your Financial Institution. Please note that depending on the schedule of your enrolled course/s, the course commencement date may be after your Direct Debit payment.

3. If you choose to cancel your enrolment and associated direct debit authorisations with Education Quarter you must notify us at least 7 days prior to the date of your next invoice.

(Note: Invoices are issued in week 8 of each term for the following term. Effectively, you must notify us by the end of week 7 if you wish to cancel your enrolment with us for the following term.)

4. You should be aware that the minimum enrolment period is one term (10 weeks) and you will be liable for one term’s fees regardless of the date of notification to Education Quarter to cancel your enrolment and associated direct debit authorisations.

5. We will advise you 14 days in advance of any changes to the Direct Debit Request.

6. It is your responsibility to ensure that:

(a) sufficient cleared funds are in the Account when the payments are to be drawn;

(b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;

(c) suitable arrangements are made if the direct debit is cancelled: – By yourself;– By your Financial Institution; or– For any other reason.

7. For declined transactions, the following procedures or policies will apply:

(a) we treat the payment as if it was never made;

(b) services may be suspended until the outstanding charge are paid; and/or

(c) A $55 dishonour fee may be applied to each declined transaction.

This is to cover additional administrative resources required to chase up for the declined transaction and any bank charges imposed on us due to the declined transaction. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

(d) Without further notification, we will attempt to debit your account every 5 working days and for each declined transaction, the above dishonour fee will apply;

(e) If your enrolment is cancelled by us due to default on payment, you are still liable to pay in full any outstanding invoices at the time. Once your account is paid in full, you can request in writing for re-enrolment however this will be subject to our decision. Upon your request, we will revert back to you in 7 days in writing.

(f) After 3 attempts to debit your account, if it is still unsuccessful, the matter may be referred to an external debt collector and this may incur additional charges to you.

8. All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.