

CARNARVON GOLF CLUB
65-95 NOTTINGHILL ROAD
LIDCOMBE. NSW. 2141
A.B.N. 57 000 854 544
PH: 02 9649 6255

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Carnarvon Golf Club User ID 488085 (ABN: 57 000 854 544). 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	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited</p> <p>agreement means the Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday, Sunday or Public Holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>you</i> and <i>us</i>.</p> <p>us and we means Carnarvon Golf Club, (the Debit user) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
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1. Debiting your account	<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> and this <i>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 the 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>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>
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2. Amendments 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>2.2 <i>We</i> review subscriptions, fees and all other charges annually and may increase those charges to you.</p>
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3. Amendments by you	<p>3.1 <i>You</i> may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification in writing to:</p> <p>Carnarvon Golf Club 65-95 Nottinghill Road, LIDCOMBE. NSW. 2141 or arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: In relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Carnarvon Golf Club your new account details</p> <p>*Note: If you make any changes to this debit payment, other payment arrangements must be made and agreed to by Carnarvon Golf Club.</p> <p>*Note: Carnarvon Golf Club reserves the absolute right to cancel Membership and all playing priveledges if three dishonour payments are made, if your account is in arrears or outstanding.</p>
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<p>4. Your obligations</p>	<p>4.1 You have agreed to maintain your continued Membership of Carnarvon Golf Club for the current Membership subscription year and to pay all subscription fees, levies, and other charges applicable for those applied to Annual Membership of the Club. If you cease to become a member of Carnarvon Golf Club for whatever reason, you will be charged and invoiced for the outstanding amounts payable for the current membership subscription year., less 3 months of your advanced payment. Membership and corresponding direct debit is for continuous payment for the whole of the current membership year.</p> <p>4.2 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 Direct Debit Request.</p> <p>4.3 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>: (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> will incur a further processing fee of 5% on top of the monthly debit fee, imposed <i>us</i> ; and (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>4.4 <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>4.5. <i>We</i> reserve the right to deny any future <i>Direct Debit Request</i> applications.</p>
<p>5. Dispute</p>	<p>5.1 If you believe there has been an error in debiting <i>your account</i> , <i>you</i> should notify <i>us</i> directly on (02) 9649 6255 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. Alternatively you 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 you 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 the reasons and any evidence for this in writing</p>
<p>6. Accounts</p>	<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. (b) <i>Your account</i> details which <i>you</i> have provided to <i>us</i> 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>
<p>7. Confidentiality</p>	<p>7.1 <i>We</i> will keep any information (include <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>: (a) To the extent specifically required by law; or (b) For the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
<p>8. Notice</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this agreement, <i>you</i> should write to Carnarvon Golf Club 65-95 Nottinghill Road, LIDCOMBE. NSW. 2141</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 third <i>banking</i> day after posting</p>