

# Royal Freshwater Bay Yacht Club

PO Box 373  
Cottesloe  
WA, 6911



# Direct Debit Request

<p>Request and Authority to debit</p>	<p>Your surname or company name _____</p> <p>Your given names or ABN/ARBN _____</p> <p>Request and authorise Royal Freshwater Bay Yacht Club (user ID 318294) to arrange, through its own financial institution a debit to your nominated account any amount Royal Freshwater Bay Yacht Club has deemed payable by <i>you</i>.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BEGS) 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>
<p>Insert the name and address of financial institution at which account is held</p>	<p>Financial institution name _____</p> <p>Address _____</p>
<p>Insert details of account to be debited</p>	<p>Name/s on account _____</p> <p>BSB number    <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Account number    <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
<p>Acknowledgment</p>	<p>By signing and/or providing us with a valid instruction in respect to you Direct Debit Request, you acknowledge:</p> <p>You have understood and agreed to the terms and conditions governing the debit arrangements between you and Royal Freshwater Bay Yacht Club as set out in this Request and in our Direct Debit Request Service Agreement;</p> <p>You authorise and request that this Direct Debit Request remain in form until cancelled, deferred or otherwise altered in accordance with the Service Agreement; and</p> <p>You confirm account details are correct and that this request is signed by required number of authorised signatories.</p>
<p>Insert your signature and address</p>	<p>Signature: _____ (If signing for a company sign and print full name and capacity for signing eg. Director)</p> <p>Address: _____</p> <p>Date:    ___/___/___</p>
<p>Second Account signatory (if required)</p>	<p>Signature: _____ (If signing for a company sign and print full name and capacity for signing eg. Director)</p> <p>Address: _____</p> <p>Date:    ___/___/___</p>



## Direct Debit Request Service Agreement

This is your Direct Debit Service **Agreement with Royal Freshwater Bay Yacht Club ABN 82 671 754 734**. 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 (DDR) between *us* and *you*.

**us** or **we** means **Royal Freshwater Bay Yacht Club** you have authorised by requesting a **Direct Debit Request**.

**you** or **your** 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*.

### 2. Amendments by us

2.1 We may vary any details of this *agreement* or a *Direct Debit Request* including the amount and/or frequency of payments at any time by giving *you* at least fourteen **(14) days** written notice.

### 3. Amendments by you

*You* may change\*, stop or defer an individual debit payment, vary any of the details in the DDR, or terminate this agreement by providing *us* with at least 14 days notification by writing to:

**Accountant at Royal Freshwater Bay Yacht Club**  
**PO Box 373**  
**Cottesloe, WA 6911 OR**

by telephoning *us* on **(08) 9286 8200** during business hours; **OR**  
arranging it through your own financial institution, which is required to act promptly on your instructions.

**\*Note:** in relation to the above reference to "*change*", your financial institution may "*change*" your debit payment only to the extent of advising *us* Royal Freshwater Bay Yacht Club of your new account details.

<p><b>4. Your obligations</b></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</i> account 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>; <b>and</b></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</i> account by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</p> <p>4.3 You should advise us immediately if your nominated account is transferred or closed or if your account details change.</p> <p>4.4 You should check <i>your</i> account statement to verify that the amounts debited from <i>your</i> account are correct.</p>
<p><b>5. Dispute</b></p>	<p>5.1 If you believe that there has been an error in debiting <i>your</i> account, you should notify us directly on <b>(08) 9286 8200</b> 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.</p> <p>5.2 If we conclude as a result of our investigations that <i>your</i> account has been incorrectly debited we 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. We will also notify you in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your</i> account has not been incorrectly debited we will respond to <i>your</i> query by providing you with reasons and any evidence for this finding in writing.</p>
<p><b>6. Accounts</b></p>	<p>You should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your</i> account 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; <b>and</b></p> <p>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if you have any queries about how to complete the <i>Direct Debit Request</i>.</p>
<p><b>7. Confidentiality</b></p>	<p>7.1 We will keep any information (including <i>your</i> account details) in <i>your</i> <i>Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of <i>our</i> 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> <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>
<p><b>8. Notice</b></p>	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to:</p> <p><b>Royal Freshwater Bay Yacht Club</b>  <b>PO Box 373</b>  <b>Cottesloe WA 6911</b></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 <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>