



DIRECT DEBIT PAYMENTS AGREEMENT

It is agreed between the Member (*as stated below*), and the Mt Barker Hahndorf Golf Club Inc, for the 2012/2013 Membership Subscription year that the Member (*as stated below*) make ten (10) payments of the amount as stated on the Direct Debit Request & Authority form attached from the **10th March to the 10th December 2012 inclusive**.

If during this time the Member (*as stated below*) cancels his/her Membership, the Member, (*as stated below*) will continue the Direct Debits payments until the final payment on the 10th December 2012

It is hereby agreed:

Name of Member (print name):

Mt Barker- Hahndorf Golf Club Inc (print name):

.....

.....

Signed:

Signed:

.....

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DIRECT DEBIT REQUEST - SERVICE AGREEMENT

Definitions:	<p><i>Account</i> means the account held at <i>your financial institution</i> from which we 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>The Mount Barker Hahndorf Golf Club Inc.</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 and Form approved for use in the transitional period.</p> <p><i>Transitional Period</i> means the period commencing on the industry implementation date for the Direct Debit Requests (currently 15th March 2012 and concluding 10 calendar months from that date, namely 15th December 2012).</p> <p><i>Us or we</i> means <i>Mt Barker Hahndorf Golf Club Inc.</i>, <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>
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>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>.</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>.</p> <p>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>
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 anytime by giving <i>you</i> at least fourteen (14) days' written notice.</p>
Changes by you	<p>3.1 Subject to 3.2 and 3.3 <i>you</i> may change the arrangements under a <i>direct debit request</i> be contacting <i>us</i> on the telephone 8391 0547 during Office Hours.</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 <i>twenty one days (21)</i> 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 <i>debit your account</i>, giving <i>us</i> <i>twenty one days (21)</i> notice before the next <i>debit day</i>. This notice should be given to <i>us</i> in writing explaining <i>your</i> reasons for wanting to cancel <i>your</i> authority and this will be minuted at the Full Committee Meeting for approval or non-approval and the result of the Committee Meeting will be given to <i>you</i> in writing. (<i>You</i> are responsible for the payment of <i>your</i> subscriptions in full for the 12 month period).</p>
Your obligations	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> 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> <ul style="list-style-type: none">(a) <i>you</i> may be charged a fee incurred by <i>your financial institution</i>(b) <i>you</i> will incur fees or charges imposed or incurred by <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><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>4.3 If National Australia Bank Limited CAN 004 044 937 ("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>
Disputes	<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 by telephoning the Office on 8391 0547 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 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 account</i> accordingly.</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 query</i> 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 account</i> 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 financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
Accounts	<p><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 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>.
Confidentiality	<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 our employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of the information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none">(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).
Notice	<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 <i>The Mt Barker Hahndorf Golf Club Inc.</i></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 two <i>business days</i> after it is posted.</p>

Signature: Date: