

Credit Card Deduction Authority Request

SMARTS HOME TUTORING



Request and Authority to debit the credit card account named below to pay Smarts Home Tutoring tuition fees

Surname :

Given names:

I hereby request and authorise Smarts Home Tutoring ABN 44 118 409 877 to debit periodic funds from a credit card account held below and paid to Smarts Home Tutoring, subject to the terms and conditions of the Credit Card Deduction Authority Service Agreement and any further instructions provided below.

Payment Details:

Payment deduction will be made on the first day of the month for the month in advance within the agreed term period. The payment amount will be according to the value of the invoice provided by Smarts Home Tutoring in the last week of the prior month.

Payment Frequency:

The monthly payment will continue for the duration of the term booking or until such time that you notify us to cancel the tuition and any future payments, net of any balance owed depending on when tuition were to cease in the relevant term period. Notice to cancel this authority should be no less than 2 weeks prior to the final intended session.

Credit Card Details:

Type of Credit Card

Visa Card

MasterCard

Name on Credit Card:

Number of Card: _____ - _____ - _____ - _____

Expiry Date: / /

Home Address (not a PO Box):

Home Phone:

Work Phone:

Mobile:

Your Authorisation

I have read and understood the Smarts Home Tutoring Credit Card Deduction Authority Request Service Agreement. In the event of changes to hourly rates, level of tutor, or any arrears, I also authorise Smarts Home Tutoring to alter the amount of deductions from the appropriate date in accordance with such changes.

Customer Signature:

Date: / /

Please fax this completed form to Smarts Home Tutoring on **03 9005 9538**

or mail to: **PO Box 1352 Epping Victoria 3076**

SMARTS HOME TUTORING
PO Box 1352 EPPING VIC 3076
Ph 1300 786 234 Fax (03) 9005 9538 ABN 44 118 409 877

Credit Card Deduction Authority Agreement

Definitions

Agreement means this Credit Card Deduction Authority Service Agreement between you and us.

Debit day means the 1st day of each month during the agreed term booking.

Debit payment means a particular transaction where a debit is made.

Us or We means Smarts Home Tutoring (ABN 44 118 409 877) you have authorized by signing a Credit Card Deduction Authority Request.

You means the customer who signed the Credit Card Deduction Authority Request.

1. Debiting your Credit Card account

1.1 By signing a Credit Card Deduction Authority Request, you have authorized us to arrange for funds to be debited from your nominated credit card account. You should refer to the Credit Card Deduction Authority 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 authorized in the Credit Card Deduction Authority Request and according to the monthly invoice that is applicable for each relevant calendar month within the term booking period.

2. Changes by us

We may vary any details of this agreement or a Credit Card Deduction Authority Request at any time by giving you at least five (5) days' written notice.

3. Changes by you

3.1 You may change the arrangements under a Credit Card Deduction Authority Request by contacting us on 1300 786 234.

3.2 You may cancel your authority for us to debit your credit card account at any time by giving us no less than five (5) days notice in writing before the next debit day. This notice should be given to us in the first instance.

4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient funds available in your credit card account to allow a debit payment to be made in accordance with the credit card deduction authority.

4.2 If there are insufficient funds in your credit card account to meet a debit payment:

- a) You may be charged a fee and/or interest by your financial institution
- b) You may also incur fees or charges imposed or incurred by us; and
- c) You must arrange for the debit payment to be made by another method or arrange for sufficient cleared funds to be in your account so that we can process the debit payment, otherwise tuition will be delayed until such time that payment has been received.

4.3 You should check your account statement to verify that the amounts debited from your credit card account are correct.

5. Disputes

5.1 If you believe that there has been an error in debiting your credit card account, you should notify us directly on 1300 786 234 and confirm that notice in writing with us as soon as possible so that we can resolve your query in an expedient manner.

5.2 If we conclude as a result of our investigations that your credit card account has been incorrectly debited we will respond to your query by arranging for a refund if in your favour, otherwise another debit will take place if you owe us for whatever reason. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been correctly debited we will respond to your query by providing you with reasons and any evidence for this finding.

5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you may refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Confidentiality

6.1 We will keep any information (including your credit card account details in your credit card authority 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 unauthorized use, modification, reproduction or disclosure of that information.

6.2 We will only disclose information that we have about you:

- a) To the extent specifically required by law; or
- b) For the purpose of the agreement (including disclosing information in connection with any query or claim.)

7. Notice

7.1 If you wish to notify us in writing about anything relating to this agreement you should write to Smarts Home Tutoring, PO BOX 1352, Epping, VIC, 3076.

7.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the credit card deduction authority request.

7.3 Any notice will be deemed to have been received three (3) banking days after it is posted.