



Lumen Christi College
81 Station Street
PO Box 223
MARTIN WA 6990
Ph: 9394 9300
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Cards Online Payment Request

Service Agreement

The following is your Cards Online Payment Service (COPS) Agreement with **Lumen Christi College, ABN 27 976 824 064**. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form.

Definitions	<p>card 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 this Cards Online Payment Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>business day means a day other than a Saturday or a Sunday or a 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>us</i> and <i>you</i>.</p> <p>us or we means Lumen Christi College (the COPS User) <i>you</i> have authorised by requesting a COPS Request.</p> <p>you means the customer who has signed or authorised by other means the COPS Request.</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>
1. Debiting your account	<p>1.1 By signing a <i>Cards Online Payment 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 card account</i>. <i>You</i> should refer to the COPS Request and this agreement for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>card account</i> as authorised in the COPS Request.</p> <p>or</p> <p>We will only arrange for funds to be debited from <i>your card account</i> if we have sent to the address nominated by <i>you</i> in the COPS Request, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>business day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>business 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>
2. Amendments by us	<p>2.1 We may vary any details of this agreement or a COPS Request at any time by giving <i>you</i> at least fourteen (14) days written notice.</p>
3. Amendments by you	<p>3.1 <i>You</i> may change, stop or defer a COPS Request, or terminate this agreement by notifying us in writing (dated and signed) at least one week before the next debit day.</p> <p>Lumen Christi College PO BOX 223 GOSNELLS WA 6990 Or fax - 08 9398 5822- Attention:- Accounts Or email – accounts@lumen.wa.edu.au</p>

<p>4. Your obligations</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>COPS payment</i> to be made in accordance with the <i>COPS Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>COPS payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>COPS 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>4.3 <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>4.4 If Lumen Christi College is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay Lumen Christi College on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5 Dispute</p>	<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 on 9394 9300 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. Alternatively <i>you</i> can take it up with <i>your</i> financial institution direct.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account 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 <i>you</i> 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 reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<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</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; and (c) with <i>your financial institution</i> before completing the <i>COPS Request</i> if <i>you</i> have any queries about how to complete the <i>COPS Request</i>.
<p>7. Confidentiality</p>	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your COPS 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>:</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).
<p>8. Notice</p>	<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</p> <p style="text-align: center;">Lumen Christi College PO BOX 223 GOSNELLS WA 6990</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>COPS 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>