

Direct Debit Request Service Agreement

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*.

business day means a day other than a Saturday or 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 between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

transitional period means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

us or *we* means Wollondilly Shire Council *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

1.1 By signing a *direct debit request*, *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 *business day*, *we* may direct *your financial institution* to debit *your account* on the following *business day*.

If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

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| <p>2. Changes by us</p> | <p>2.1 We 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>3. Changes by you</p> | <p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on (02) 4677 8282.</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 seven (7) days 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> must also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> seven (7) days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</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>direct 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 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>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>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 National Australia Bank Limited A.C.N. 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> |
| <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 (02) 4677 8282 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 quickly.</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.</p> |

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| | <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to us 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> |
| 6. 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</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>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>. |
| 7. 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 <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). |
| 8. 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 Wollondilly Shire Council, PO Box 21, Picton 2571.</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> |