



# Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with **Wingecarribee Shire Council & ABN 49 546 344 354**. 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.

<p><b>Definitions</b></p>	<p><b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><b>us</b> or <b>we</b> means <b>Wingecarribee Shire Council</b>, (the Debit User) <i>you</i> have authorised by signing a <i>Direct Debit Request</i>.</p> <p><b>you</b> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
<p><b>1. Debiting your account</b></p>	<p>1.1 By signing a <i>Direct Debit 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 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><b>or</b></p> <p><i>We</i> will only arrange for funds to be debited from <i>your account</i> if <i>we</i> have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, 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>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking 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>

<p><b>2. Amendments by us</b></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><b>3. Amendments by you</b></p>	<p>3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to:  <b>Rates Department</b>  <b>Wingecarribee Shire Council</b>  <b>PO Box 141</b>  <b>MOSS VALE NSW 2577</b>  <i>or</i>  arranging it through your own financial institution</p>
<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> or should incorrect information have been provided to Council:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your</i> financial institution;</p> <p>(b) <i>you</i> will also incur a charge of \$40.00 imposed by <i>us</i>; and</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>(d) on two separate occasions <i>your</i> direct debit request will be cancelled immediately and <i>you</i> will no longer be able to utilise this service.</p> <p>4.3 <i>You</i> should check <i>your</i> account statement to verify that the amounts debited from <i>your</i> account are correct</p> <p>4.4 If <b>Wingecarribee Shire Council</b> 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 <b>Wingecarribee Shire Council</b> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</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, <i>you</i> should notify us directly on (02) 4868 0740 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 with your 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</i> financial institution to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your</i> account 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><b>6. Accounts</b></p>	<p><i>You</i> should check:</p> <p>(a) with <i>your</i> financial institution 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; and</p> <p>(c) with <i>your</i> financial institution 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>.</p>

<p><b>7. Confidentiality</b></p>	<p>7.1 <i>We will keep any information (including your account details) in your Direct Debit 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 unauthorised use, modification, reproduction or disclosure of that information.</i></p> <p>7.2 <i>We will only disclose information that we have about you:</i></p> <ul style="list-style-type: none"> <li>(a) <i>to the extent specifically required by law; or</i></li> <li>(b) <i>for the purposes of this agreement (including disclosing information in connection with any query or claim).</i></li> </ul>
<p><b>8. Notice</b></p>	<p>8.1 <i>If you wish to notify us in writing about anything relating to this agreement, you should write to</i></p> <p style="padding-left: 40px;"><b><i>Rates Department Wingecarribee Shire Council PO Box 141 MOSS VALE NSW 2577</i></b></p> <p>8.2 <i>We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</i></p> <p>8.3 <i>Any notice will be deemed to have been received on the third banking day after posting.</i></p>