



Direct Debit Request Service Agreement

PLEASE RETAIN AS A RECORD OF TERMS AND CONDITIONS

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 a 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*.

Us or *we* means *Kempsey 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* the *direct debit request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due. 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*.

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

2. Changes by us

2.1 We may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days written notice.

3. Changes by you

3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 02 65663230.

3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least *ten (10) days* before the next *debit day*. This notice should be given to *us* in the first instance.

3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* *ten (10) 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 <i>your</i> responsibility to ensure that there are sufficient clear funds available in your account to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i> .
	4.2 If there are insufficient funds in <i>your account</i> to meet a <i>debit payment</i> : (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 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> .
	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.
	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 you agree to pay the National on demand an amount an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
5. Dispute	5.1 If you believe that there has been an error in debiting <i>your account</i> , you should notify <i>us</i> directly on 02 65663230 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.
	5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to your query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. We will notify you in writing for the amount by which <i>your account</i> has been adjusted.
	5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.
	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 your financial institution which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.
6. Accounts	<i>You</i> should check: (a) with your <i>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	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 the information.
	7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i> : (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	8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i> , you should write to <i>General Manager, PO Box 78, West Kempsey 2440</i> .
	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> .
	8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.