

Direct Debit 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 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.
- **Prescribed rate** means the rate fixed from time to time under the *Penalty Interest Rates Act 1983*.
- **Us or we** means Glen Eira City 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.
- 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.

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 in writing: Glen Eira City Council, PO Box 42, Caulfield South VIC 3162.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 14 days before the next direct debit day. This notice shall be given to us in the first instance prior to you informing your financial institution.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us 14 days' notice in writing before the next direct debit day. This notice shall be given to us in the first instance prior to you informing your financial institution.

4. Your obligations

- 4.1 You are responsible for providing correct account details and ensuring that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If you provide incorrect account details or there is insufficient clear funds in your 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;
 - c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment; and
 - d) you shall become liable to pay interest to us at the prescribed rate on any overdue payments.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 By signing a Direct Debit Request you understand and acknowledge that
 - a) your financial institution may, in its absolute discretion, determine the order of priority of payment by it of any monies pursuant to this agreement, or any authority or mandate;
 - b) your financial institution may, in its absolute discretion, at any time by notice in writing to you, terminate this agreement as to future debits;
 - c) we may, by prior arrangement and advice to you, vary the amount or frequency of future debits;
 - d) you need to inform to us of any changes to your credit card details; and

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly by telephone on 9524 3333 and confirm that notification in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. 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 incorrectly 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 can still 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. Accounts

- 6.1 You should check
 - a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
 - b) your account details which you have provided to us are correct by checking them against a recent account statement; and
 - c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the direct debit request.

7. Confidentiality & Private Information

- 7.1 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.
- 7.2 We will only disclose information that we have about you:
 - a) to the extent specifically required by law; or
 - b) for the purposes of this agreement (including disclosing information in connection with any query or claim).
- 7.3 The personal information requested is required primarily to allow us to directly debit funds from your account and will only be shared with those responsible for arranging for funds to be directly debited from your account. If you do not provide the information we may not be able to offer the direct debit service.

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, simply write to Glen Eira City Council, PO Box 42 Caulfield South, VIC 3162.
- 8.2 Any notice will be deemed to have been received two business days after it is posted.