

# Direct Debit Request – Rates and/or Water

I/We request and authorise, Snowy Monaro Regional Council (User ID 263623), to arrange for ANY AMOUNT Snowy Monaro Regional Council may debit or charge me to be debited from my/our nominated account held at the financial institution shown below subject to the terms and conditions of the Direct Debit Request Service Agreement.

I/We acknowledge that this request may be terminated at any time by notice in writing either from Council or myself and that an alternative method of payment must then be adopted.

Applicant			
Name/s			Phone (AH):
Postal Address			Phone (BH):
Town	State	Postcode	Mobile:
Email			
Applicant Signature		Date	
Applicant Signature		Date	
<b>Note: If debiting from a joint account, both signatures are required.</b>			

Banking Details	
Financial Institution	
Branch	
Account Name	
BSB	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Account Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Payments	
<input type="checkbox"/> <b>Rates</b> (Please select) <input type="checkbox"/> Please debit \$ <input type="text"/> per week/fortnight/month (please select) OR <input type="checkbox"/> Please debit on the due date (or next business day) the full instalment amount per quarter/annually (please select) from the above account  Commencement Date: <input type="text"/>  Assessment Number: <input type="text"/>	<input type="checkbox"/> <b>Water</b> (Please select) <input type="checkbox"/> Please debit \$ <input type="text"/> per week/fortnight/month (please select) OR <input type="checkbox"/> Please debit on the due date (or next business day) the full amount tri-annually  Commencement Date: <input type="text"/>  Assessment Number: <input type="text"/>

# CUSTOMER DIRECT DEBIT REQUEST SERVICE AGREEMENT

(To be printed separately from the Request form)

## 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 Snowy Monaro Regional Council, the Debit User *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 the debit

## 1.0 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 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 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*.

## 2.0 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.

## 3.0 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, by post (PO Box 714, Cooma NSW 2630), fax (02 6455 1799) or email (council@snowymonaro.nsw.gov.au).

3.2 If *you* wish to stop or defer a *debit payment* you must notify *us* in writing at least fourteen (14) 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* fourteen (14) days' notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.

## 4.0 Your obligations

4.1 It is *your* responsibility to ensure 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 there are insufficient clear funds in *your account* to meet a *debit payment*:

- you* may be charged a fee and/or interest by *your financial institution*.
- you* may also incur fees or charges imposed or incurred by *us*; and
- 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*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

4.4 If Snowy Monaro Regional Council is liable to pay goods and services tax (GST) on a supply made in connection with this *agreement*, then *you* agree to pay Snowy Monaro Regional Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5.0 Enquiries/Disputes

5.1 Direct all enquiries to *us* rather than to *your financial institution*. Enquires should be made at least ten working days prior to the next scheduled *debit day*. Enquiries should include *your* assessment number as shown on *your* Rates Notice.

5.2 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on (02) 6455 1777 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.

5.3 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.

5.4 If *we* conclude as a result of our investigation that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this funding.

5.5 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.

## 6.0 Accounts

*You* should check:

- 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.
- your account* details which *you* have provided to *us* are correct by checking them against recent account statements; and
- with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

## 7.0 Confidentiality

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*:

- to the extent specifically required by law; or
- for the purposes of this *agreement* (including disclosing information in connection with any query or claim)

## 8.0 Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to Snowy Monaro Regional Council, PO Box 714, Cooma NSW 2630.

8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.

8.3 Any notice will be deemed to have been received two business days after it is posted.