

Direct Debit Request Service Agreement

ABN 44 961 208 161

2 Pulteney Street Taree | PO Box 482 Taree NSW 2430

t 02 6592 5399

www.midcoast.nsw.gov.au

This is your Direct Debit Service Agreement with Mid-Coast Council [User ID: 064308] (ABN: 44 961 208 161). It explains 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.

Please keep this agreement 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 authorisation.

1. Debiting your account

- 1.1 By signing a *Direct Debit Request* or by providing us with a valid instruction, 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 if we have sent to the address nominated by you in the *Direct Debit Request*, a Rate or Instalment Notice to you at least twenty-one (21) calendar days prior to each debit, which specifies the amount payable by you to us and when it is due.

2. Amendments 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 seven (7) days written notice.
- 2.2 We may cancel the Direct Debit arrangement if three (3) separate debits are returned unpaid by your Financial Institution.

3. Amendments by you

- 3.1 You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least seven (7) days) notification by writing to:

Mid-Coast Council
PO Box 482
Taree NSW 2430

or

by telephoning us on **02 6592 5399** during business hours;

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Mid-Coast Council [User ID: 064308] your new account details.

4. 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:
 - (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; and
 - (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.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

- 5.1 If you believe that there has been an error in debiting *your account*, you should notify us directly on **02 6592 5399** 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 directly with your financial institution.
- 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 in writing.

6. Accounts

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

- 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).

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this *agreement*, you should write to:

Mid-Coast Council
PO Box 482
Taree NSW 2430

- 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 on the third *banking day* after posting.