

Direct Debit Request Service Agreement

<p>Definitions</p>	<p><i>Account</i> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><i>Agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>Business day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><i>Debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>Debit payment</i> means a particular transaction where a debit is made.</p> <p><i>Direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i> (and includes any Form PD-C approved for use in the <i>transitional period</i>).</p> <p><i>Transitional period</i> means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding 12 calendar months from that date.</p> <p><i>Us</i> or <i>we</i> means <i>Cowra Shire Council</i>, the Debit User <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>You</i> means the customer who signed the <i>direct debit request</i>.</p> <p><i>Your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
<p>1. Debiting your account</p>	<p>1.1 By signing a <i>direct debit request</i>, <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 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>business day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>business 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>2. Changes by us</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>3. Changes by you</p>	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 02 63402028.</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least fourteen (14) days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> fourteen (14) days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>

<p>4. Your obligations</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 account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (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 by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the <i>debit payment</i>. <p>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</p> <p>4.4 If <i>Cowra Shire Council</i> 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 <i>Cowra Shire Council</i> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5. Dispute</p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on 02 63402028 and confirm that notice in writing with <i>us</i> as soon as possible so that we can resolve <i>your</i> query more quickly.</p> <p>5.2 If we conclude as a result of our investigations that <i>your</i> account has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. We will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>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.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that we can attempt to resolve the matter between <i>us</i> and <i>you</i>. If we cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
<p>6. Accounts</p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> (a) with <i>your 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>.
<p>7. Confidentiality</p>	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. We will make reasonable efforts to keep any such information that we 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 that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <ul style="list-style-type: none"> (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).
<p>8. Notice</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to <i>Cowra Shire Council</i></p> <p>8.2 We 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>.</p> <p>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>